

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Brooklyn Company, Inc.		12/29/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Fangoria Holdings, LLC		
Street Address:	2566 Shallowford Road		
Internal Address:	Suite 104-180		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30345		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87638016	FANGORIA	
Serial Number:	87638010	STARLOG	
Serial Number:	73735570	GOREZONE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	abhi@fangoria.com		
Correspondent Name:	Fangoria Holdings, LLC		
Address Line 1:	2566 Shallowford Road		
Address Line 2:	Suite 104-180		
Address Line 4:	Atlanta, GEORGIA 30345		
NAME OF SUBMITTER:	Natalie Linn		
SIGNATURE:	/Natalie Linn/		
DATE SIGNED:	04/25/2023		
Total Attachments: 3			
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source=Brooklyn_Co_to_Fangoria_Trademark_Assignment_Agreement EXECUTED#page2.tif			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is effective as of December 29, 2022 (the “Effective Date”) by and between The Brooklyn Company, Inc., a New York corporation (“Assignor”), having its place of business at 5 Ambrose Lane, Northport, New York 11768, on one hand, and Fangoria Holdings, LLC, a Delaware limited liability company (“Assignee”), having its place of business at 2566 Shallowford Road, Suite 104-180, Atlanta, GA 30345 on the other hand.

WHEREAS, Assignor is the sole owner of the trademarks as set forth in Schedule A attached hereto and incorporated herein by this reference, and all other rights appurtenant, including, but not limited to, common law rights, title and interest, trade name rights and the right to recover for past infringement, worldwide, in and to said trademark and any applications and registrations thereof (hereinafter collectively referred to as the “Trademark”);

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Trademark; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademark;

WHEREAS, Assignor and Assignee entered into a Bill of Sale agreement dated December 29, 2022, wherein Assignor agreed to grant, sell, transfer and deliver to Assignee, and Assignee agreed to purchase and acquire from Assignor, all right, title and interest in and to certain assets referred to as the Fangoria, Starlog, and Gorezone portions of Assignor’s business, including the Trademark and registrations thereof owned by Assignor listed on the attached Schedule A;

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademark, together with (i) the goodwill symbolized by said Trademark, (ii) all registrations and applications for the Trademark, (iii) all income, royalties, damages and payments in respect of the Trademark, and (iv) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademark.

Assignor represents and warrants that Assignor has the sole and exclusive right, title and authority to enter into this Assignment and grant the rights herein granted to Assignee; Assignor has not granted, encumbered or otherwise disposed of any of the rights, title and/or interest in and to the Trademark to any other person, firm or corporation; and no litigation or action or proceeding, legal, equitable or administrative, through arbitration or otherwise, is pending or threatened that might affect the Trademark and/or any of the rights granted hereunder.

Assignee shall have the benefit of all rights (including, without limitation, any extensions, renewals or reissuances thereof), held by Assignor in the Trademark and all remedies for enforcing such rights with respect to such rights. In Assignee’s sole judgment, Assignee may join Assignor as a party plaintiff or defendant in any action or proceeding relating to the rights granted hereunder. All damages, penalties, settlements, and profits relating to or arising from any interference with or infringement of any of the rights granted herein are hereby assigned to Assignee. Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. At Assignee’s request, Assignor will execute or cause the execution of any and all additional documents and instruments consistent herewith which Assignee deems necessary or desirable to effectuate the purposes of this Assignment.

TRADEMARK

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Assignor hereby agrees to defend, indemnify and hold harmless, Assignee, its officers, employees and agents from any third party loss, claim, damage, expense or liability which results from Assignor's use and/or exploitation of the Trademark prior to the Effective Date and its performance or breach of this Assignment.

If there is any conflict between any provision of this Assignment and any present or future statute, law, ordinance, regulation or collective bargaining agreement the latter shall prevail; provided that the provision hereof so affected shall be limited only to the extent necessary and no other provision shall be affected.

Assignee shall be free to assign this Assignment and its rights hereunder, and to delegate its duties at any time and from time to time, in whole or in part, to any person or entity, and upon such assignment, Assignee shall be released and discharged of and from all duties, obligations, and liabilities arising under this Assignment. Assignor may not assign this Assignment.

This Assignment will be governed by and construed in accordance with the laws of the State of Georgia. This Assignment may be executed by facsimile signatures and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. No modification, alteration or amendment of this Assignment shall be valid or binding unless it is in writing and signed by the party to be charged with such modification, alteration or amendment.

FANGORIA HOLDINGS, LLC

THE BROOKLYN COMPANY, INC.

By: Abhi Goel

By: Thomas DeFeo

Abhi Goel
Printed Name

Thomas DeFeo
Printed Name

Member
Title

President
Title

04 / 19 / 2023
Date

04 / 19 / 2023
Date

TRADEMARK

SCHEDULE A

Trademark	Serial Number
Fangoria	87638016
Starlog	87638010
Gorezone	73735570