

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM812986

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Basic Fun, Inc.		05/23/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Those Characters From Cleveland, LLC		
<b>Street Address:</b>	28601 CHAGRIN BLVD		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Woodmere		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44122		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97642875	CARE BEARS LIL' BESTIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	312.463.6255		
<b>Email:</b>	hmaynard@polsinelli.com, ldayton@polsinelli.com		
<b>Correspondent Name:</b>	Hillary E. Maynard		
<b>Address Line 1:</b>	PO Box 140310		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64114-0310		
<b>ATTORNEY DOCKET NUMBER:</b>	073875743976		
<b>NAME OF SUBMITTER:</b>	Hillary E. Maynard		
<b>SIGNATURE:</b>	/Hillary E. Maynard/		
<b>DATE SIGNED:</b>	05/25/2023		
<b>Total Attachments: 3</b>			
source=Cloudco.Lil.Bestie.TM.Assignment.5.24.23.Executed#page1.tif			
source=Cloudco.Lil.Bestie.TM.Assignment.5.24.23.Executed#page2.tif			
source=Cloudco.Lil.Bestie.TM.Assignment.5.24.23.Executed#page3.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”), effective as of May 23, 2023 (“**Effective Date**”), is by and between Basic Fun, Inc. (hereinafter “**Basic Fun**” or “**Assignor**”) and Those Characters From Cleveland, LLC (hereinafter “**TCFC**” or “**Assignee**”). For purposes of this Agreement, Basic Fun and TCFC may be referred to collectively as the “**Parties**,” or individually as a “**Party**.”

WHEREAS, Assignor is the owner of the trademark applications listed in Schedule A for the mark CARE BEARS LIL' BESTIES (the “Assigned Trademarks”); and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Assigned Trademarks, together with the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer and set over to Assignee the Assignor’s entire right, title and interest in and to the Assigned Trademarks together with the Assignor’s goodwill in connection with which the Assigned Trademarks are used, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Assigned Trademarks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Recordation and Further Actions. Assignor shall provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignee’s request and expense (including the execution and delivery of any and all documentation as may be reasonable required) in the recordation of this Assignment in the United States and any applicable jurisdiction.

3. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

4. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

The Parties have caused this Assignment to be signed and executed by their respective undersigned officers thereunto duly authorized on the date first written above.

**ASSIGNOR**

BASIC FUN, INC.

By: 

Name: HUGH J. KENNEDY

Title: SVP GLOBAL MARKETING

**ASSIGNEE**

THOSE CHARACTERS FROM  
CLEVELAND, LLC

By: 

Name: Sean Gorman

Title: President

**SCHEDULE A**

(Assigned Trademarks)

<b>Jurisdiction</b>	<b>Mark</b>	<b>Application No.</b>	<b>App. Date</b>
United Kingdom	CARE BEARS LIL' BESTIES	3888323	March 13, 2023
United States	CARE BEARS LIL' BESTIES	97/642,875	October 21, 2022