CH \$115.00 3172

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM841094

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TGS Acquisition LLC		09/20/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Basic Fun, Inc.	
Street Address:	301 Yamato Road, Suite 4200	
City:	Boca Raton	
State/Country:	FLORIDA	
Postal Code:	33431	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3172499	GIGGLATOR
Registration Number:	2571304	GOOD STUFF
Registration Number:	1636997	GOOD STUFF
Registration Number:	2023171	BASIC FUN

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 312.463.6255

Email: uspt@polsinelli.com
Correspondent Name: Hillary E. Maynard
Address Line 1: PO Box 140310

Address Line 4: Kansas City, MISSOURI 64114-0310

ATTORNEY DOCKET NUMBER:	073875617012
NAME OF SUBMITTER:	Hillary E. Maynard
SIGNATURE:	/Hillary E. Maynard/
DATE SIGNED:	09/21/2023

Total Attachments: 3

source=Assignment#page1.tif

TRADEMARK REEL: 008206 FRAME: 0628

source=Assignment#page2.tif
source=Assignment#page3.tif

TRADEMARK REEL: 008206 FRAME: 0629

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), effective as of September QQ. 2023 ("Effective Date"), is by and between TGS ACQUISITION LLC (hereinafter "TGS" or "Assignor") and Basic Fun, Inc. (hereinafter "Basic Fun" or "Assignee"). For purposes of this Agreement, TGS and Basic Fun may be referred to collectively as the "Parties," or individually as a "Party."

WHEREAS, Assignor is the owner of the trademark registrations listed in Schedule A (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 Assignce, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignce'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. <u>Counterparts</u>. 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. <u>Binding Agreement</u>. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

90937370.1

TRADEMARK REEL: 008206 FRAME: 0630

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	ASSIGNEE
TGS ACQUISITION LLC	BASIC FUN, INC.
By: ACHA	By: 1915
Name: Struch Cittan	Name: Struck (Hthan)
Title: C.0.0	Tifle: COO.

SCHEDULE A

(Assigned Trademarks)

	Reg. No.	Reg. Date
GIGGLATOR	3172499	November 14, 2006
GOOD STUFF & Design	2571304	May 21, 2002
GOOD STUFF	1636997	March 5, 1991
BASIC FUN	2023171	December 17, 1996
	GOOD STUFF & Design GOOD STUFF	GOOD STUFF & 2571304 Design GOOD STUFF 1636997