

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM859061

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900816957

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GEMMY INDUSTRIES (HK) LIMITED		12/19/2022	Corporation: VIRGIN ISLANDS, BRITISH

**RECEIVING PARTY DATA**

<b>Name:</b>	TTS IP Holdings, LLC
<b>Street Address:</b>	1005 17th Avenue
<b>City:</b>	Santa Cruz
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95062
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	1289695	DON POST STUDIOS

**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.*

**Email:** BWHEELER@AALRR.COM**Correspondent Name:** TTS IP Holdings, LLC**Address Line 1:** 1005 17th Avenue**Address Line 4:** Santa Cruz, CALIFORNIA 95062

<b>ATTORNEY DOCKET NUMBER:</b>	018471.00000
<b>NAME OF SUBMITTER:</b>	Jon Ustundag
<b>SIGNATURE:</b>	/jon ustundag/
<b>DATE SIGNED:</b>	12/06/2023

**Total Attachments: 23**

source=Gemmy - TOTS -- IP Assignment Agreement Redacted#page1.tif

source=Gemmy - TOTS -- IP Assignment Agreement Redacted#page2.tif

source=Gemmy - TOTS -- IP Assignment Agreement Redacted#page3.tif

source=Gemmy - TOTS -- IP Assignment Agreement Redacted#page4.tif

source=Intellectual Property Purchase Agreement Redacted (DPS)#page1.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page2.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page3.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page4.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page5.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page6.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page7.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page8.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page9.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page10.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page11.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page12.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page13.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page14.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page15.tif  
source=Intellectual Property Purchase Agreement Redacted (DPS)#page16.tif  
source=Ltr re Second Resubmittal of Assignment Recordation re DON POST STUDIOS(43145411.1)#page1.tif  
source=Ltr re Second Resubmittal of Assignment Recordation re DON POST STUDIOS(43145411.1)#page2.tif  
source=Ltr re Second Resubmittal of Assignment Recordation re DON POST STUDIOS(43145411.1)#page3.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*IP Assignment*"), dated effective as of December 19, 2022 (the "*Effective Date*"), is made by Gemmy Industries (HK) Limited, a BVI corporation ("*Assignor*"), in favor of TTS IP Holdings, LLC, a Delaware limited liability company ("*Assignee*"). Capitalized terms used but not defined herein shall have the meaning ascribed thereto as set forth in that certain Intellectual Property Purchase Agreement, dated effective as of the Effective Date, by and between Assignor and Assignee's related entity (the "*IP Purchase Agreement*").

### BACKGROUND:

Pursuant to the terms of the certain IP Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

### AGREEMENT:

Accordingly, Assignor and Assignee hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to and hereby irrevocably conveys, transfers, assigns, and contributes to Assignee, and Assignee agrees to and hereby accepts, all of Assignor's right, title, and interest in and to the Assigned IP Assets. With respect to the Assigned IP Assets:

(a) Schedule 1 sets forth all trademarks registrations and applications that are a part of the Assigned IP Assets; and

[REDACTED]

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP Assets to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the IP Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP Assets. The representations, warranties, covenants, and agreements contained in the IP Purchase Agreement are not, and shall not be, superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the IP Purchase Agreement and the terms hereof, the terms of the IP Purchase Agreement shall govern.

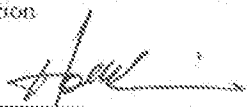
4. Incorporation of Miscellaneous Provisions by Reference. Reference is hereby made to Article 10 of the IP Purchase Agreement, the provisions of which are hereby incorporated by reference herein as if fully set forth herein, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

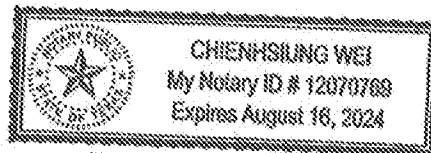
IN WITNESS WHEREOF, the undersigned have duly executed and delivered this IP Assignment effective as of the Effective Date.

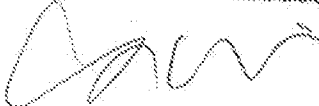
ASSIGNOR:

GEMMY INDUSTRIES (HK) LIMITED,  
a BVI corporation

By:   
Name: Lin Elao Loh  
Title: Managing Director

Address for Notices:  
c/o Gemmy Industries Corporation  
117 Wrangler Dr., Suite 100  
Coppell, Texas 75019



  
Dec 19, 2022.





## INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY PURCHASE AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of December 19, 2022 (the "Effective Date"), by and between Gemmy Industries (HK) Limited, a BVI corporation ("Seller"), and Trick or Treat Studios, LLC, a Delaware limited liability company ("Purchaser"). Article 7 contains definitions of certain capitalized terms used herein and also provides cross-references to certain capitalized terms defined elsewhere in this Agreement.

### BACKGROUND:

Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of the Assigned IP Assets on the terms and conditions set forth in this Agreement.

### AGREEMENT:

Accordingly, Seller and Purchaser hereby agree as follows:

#### Article 1

#### PURCHASE AND SALE OF INTELLECTUAL PROPERTY

1.1 **Purchase and Sale of Intellectual Property.** Pursuant to the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall purchase, acquire and accept from Seller, and Seller shall sell, transfer, assign, convey and deliver to Purchaser, on the Closing Date (as defined in Section 3.1 of this Agreement), any and all of its title and interest in, to and under, the Assigned IP Assets, free and clear of any and all Encumbrances. For the avoidance of doubt, Purchaser does not assume, and shall not be required to perform or discharge, any Liability of Seller, any Affiliate thereof, or any other Person (it being understood that all such Liabilities shall remain the responsibility of Seller, such Affiliate, or such other Person) except for Liabilities that both arise after the Closing Date and are of the type described in clause "(viii)" of the definition of "Intellectual Property Rights."

#### Article 2

#### CONSIDERATION

2.1 **Consideration.** In consideration of the sale, transfer, conveyance and assignment of all of the Assigned IP Assets to [REDACTED] at the Closing, Purchaser shall pay on or before the Closing Date to Seller the sum of [REDACTED] (the "Purchase Price"). [REDACTED]

2.2 [REDACTED]

[REDACTED]

Article 3

[REDACTED]

3.1

[REDACTED]

3.2

[REDACTED]

3.3

[REDACTED]

3.4

[REDACTED]

3.5 **Designated Purchaser.** In connection with the Closing, Purchaser shall be entitled to designate one or more Affiliates to take assignment of the Assigned IP Assets on and after the Closing Date (any such Person that is an Affiliate of Purchaser and chosen by Purchaser to be party to the IP Assignment Agreement in Purchaser's stead, a "Purchaser Designee"). Any reference to Purchaser made in this Agreement in respect of any purchase or any rights hereunder shall include reference to each Purchaser Designee.



**Article 4**  
**REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth in the Schedules, Seller hereby makes the representations and warranties in this Article 4 to Purchaser as of the Closing Date.

4.1 **Corporate Organization.** Seller is a corporation, duly organized, validly existing and in good standing under the Laws of the British Virgin Islands. Seller has all requisite corporate power and authority to own, operate, assign and convey the Assigned IP Assets and to conduct its business as now being operated. Seller is duly licensed or qualified and in good standing to do business in the states of the United States of America where such registration is required.

4.2 **Authority Relative to This Agreement.** Seller has all requisite corporate power, authority and legal capacity to (i) execute and deliver this Agreement, (ii) execute and deliver the IP Assignment Agreement, and (iii) perform its obligations hereunder and under the IP Assignment Agreement and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the IP Assignment Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all requisite action on the part of Seller. This Agreement and the IP Assignment Agreement have been duly and validly executed and delivered by Seller, and this Agreement constitutes, and the IP Assignment Agreement, when so executed and delivered, will constitute, legal, valid and binding obligations of Seller, enforceable against Seller in accordance with its respective terms as governed by applicable Law.

**Article 5**  
**REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby makes the representations and warranties in this Article 5 to Seller as of the Closing Date.

5.1 **Organization.** Purchaser is a limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Delaware.

5.2 **Authority Relative to This Agreement.** Each Purchaser Party has, as applicable, all requisite limited liability company power, authority and legal capacity to (i) execute and deliver this Agreement, (ii) execute and deliver the IP Assignment Agreement, and (iii) perform its obligations hereunder and under the IP Assignment Agreement, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the IP Assignment Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all requisite action on the part of each applicable Purchaser Party. This Agreement and the IP Assignment Agreement have been duly and validly executed and delivered by the Purchaser Party thereto, and this Agreement constitutes, and the IP Assignment Agreement when so executed and delivered will constitute, legal, valid and binding obligations of the applicable Purchaser Party, enforceable against such Purchaser Party in accordance with its respective terms as governed by applicable Law.

Article 6

6.1

6.2

6.3

Article 7  
DEFINITIONS

7.1 **Certain Definitions.** As used herein:

(a) "Action" means any action, cause of action, suit, proceeding, investigation, order, government charge, litigation, arbitration, claim (including any cross-claim or counterclaim), demand, application, audit, grievance, complaint, hearing, inquiry or other dispute resolution proceeding (including any civil, commercial, criminal, administrative, investigative, informal or appellate proceeding), whenever or however arising, including by, before or with respect to any Person, whether at law or in equity.

(b) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

(c) "Ancillary Documents" means, collectively, the IP Assignment Agreement and each other agreement, document, certificate or instrument delivered pursuant to, or in connection with, this Agreement.

(d) "Assigned IP Assets" means all of Seller's right, title and interest in and to the Paper Magic IP Suite immediately before the Closing.

(e) "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in Wilmington, Delaware, or Santa Cruz, California, are authorized or required by Law to be closed.

(f) "Code" means the U.S. Internal Revenue Code of 1986, as amended.

(g) "Contract" means any agreement, option, contract, lease, consensual obligation, promissory note, evidence of indebtedness, purchase order, letter of credit, license, promise or other binding undertaking of any nature (whether written or oral and whether express or implied).

(h) "Encumbrances" means, to Sellers' knowledge, any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, Order (expressly applicable to Seller), option, right of first refusal, preemptive right, or similar restriction of any nature imposed or incurred by Seller. For purposes hereof, "Seller's knowledge" means (i) the actual knowledge of David McIntyre and (ii) the knowledge that such Person should have after reasonable inquiry by him of those current executive employees of Seller who would reasonably be expected to have knowledge or information with respect to the matter in question.

(i) "Entity" means any corporation, limited liability company, general partnership, limited partnership, venture, trust, business trust, unincorporated association, estate, or other non-natural legal entity.

(j) "Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature or any self-regulatory agency, whether foreign, federal, state or local, or any agency, branch, department, commission, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private).

(k) "Intellectual Property" means all intellectual property of any kind used or held for use, including the following: (i) trademarks, service marks, trade names, brand names, product names, slogans, logos, trade dress, and other similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (ii) patents, utility models and industrial design registrations (and all continuations, divisionals, continuations in part, provisionals, renewals, reissues, re-examinations and applications for any of the foregoing); (iii) copyrights and copyrightable subject matter (including any registrations and applications for any of the foregoing); (iv) trade secrets, know-how, inventions (whether or not patentable), proprietary information, processes, protocols, schematics, specifications, formulae, algorithms, models, and methodologies; (v) software, software code (in any form, including source code and executable or object code), licenses, technical data, subroutines, techniques, user interfaces, URLs, websites, domain names, works of authorship and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries), computer programs, data and databases (whether in source code, object code or other form); and (vi) Intellectual Property Rights related to the items referred to in clauses "(i)" through "(v)" above.

(l) "Intellectual Property Rights" means any and all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world (whether statutory, common law, or otherwise): (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patent and industrial property rights; (v) all licenses of, rights to license the, and other proprietary rights in Intellectual Property; (vi) rights to limit the use or disclosure thereof by any person and/or any other equivalent or similar type of proprietary intellectual property right arising from or related to intellectual property; (vii) the right to bring suit, pursue past, current and future violations, infringements, or misappropriations, and pursue past, current and future collections (regardless of whether or not such claims and causes of action have been previously asserted); (viii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the rights referred to in clauses "(i)" through "(vii)" above; and (ix) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any and all of the rights referred to in clauses "(i)" through "(vii)" above.

(m) "IP Assignment Agreement" means an Intellectual Property assignment agreement executed by the parties substantially in the form of Exhibit A.

(n) "Laws" means all federal, state, local or foreign laws, statutes, common law, rules, codes, regulations or ordinances issued, promulgated, enforced or entered by, any and all Governmental Bodies, or other requirement or rule of law.

(o) "Liability" means, as to any Person, any debt, adverse claim, demand, liability, obligation, commitment, assessment, cost, expense, loss, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, including all costs and expenses relating thereto.

(p) "Order" means any: (i) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Body or any arbitrator or arbitration panel; or (ii) Contract with any Governmental Body entered into in connection with any Action.

(q) "Paper Magic IP Suite" means any and all of the following: (i) Intellectual Property that both (A) was acquired by Seller, or any Affiliate thereof, from PMG pursuant to that certain Asset Purchase Agreement dated September 5, 2012 by and among Seller, PMG and the other parties thereto and (B) related to Don Post Studios, Illusive Concepts, Topstone (f/k/a Topstone Rubber Company), and the Great American Coverup; and (ii) Intellectual Property subsequently derived from the Intellectual Property described in clause "(i)" by Seller or any of its Affiliates or any other Person. The Intellectual Property described in clause "(i)" includes the trademarks and copyrights listed on Schedule 7.1(q).

(r) "Person" means any natural person or Entity.

(s) "PMG" means The Paper Magic Group, Inc., a Pennsylvania corporation.

(t) "Purchaser Party" means Purchaser and, if applicable, the Purchaser Designee.

(u) "Representatives" means, as to any Person, the directors, officers, employees, counsel, professionals, advisors, accountants, agents, contractors and other representatives thereof.

(v) "Schedules" means Schedule 7.1(q), which is attached hereto and delivered by Seller.

(w) "Tax" and "Taxes" mean (i) any and all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including all income, gross income, gross receipts, capital, sales, use, *ad valorem*, value added, transfer, purchase, deed, fixed asset, franchise, profits, inventory, capital stock, license, production, premium, disability, worker's compensation, utility, windfall profit, environmental, registration, alternative, add-on minimum, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property, sales, use and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever, in each case imposed by any Governmental Body; (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any Governmental Body in connection with any item described in clause (i); and (iii) any Liability in respect of any items described in clauses (i) and/or (ii) payable by reason of Contract, assumption, transferee liability, operation of Law, Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law) or otherwise.

(x) "Tax Return" means any return, report, information return, declaration, claim for refund or other document (including any schedule or related or supporting information) supplied or required to be supplied to any Governmental Body with respect to Taxes, including amendments thereto.

**7.2 Additional Defined Terms.** The following terms have the meanings set forth in the Sections set forth below:

<u>Defined Term</u>	<u>Location</u>
Agreement	Preamble
Closing	Section 3.1
Closing Date	Section 3.1
Dispute Resolution Firm	Section 3.2
Effective Date	Preamble
Electronic Delivery	Section 9.4(a)
Purchase Price	Section 2.1
Purchase Price Allocation	Section 3.2
Purchaser	Preamble
Purchaser Designee	Section 3.5
Seller	Preamble
Transfer Taxes	Section 8.1

Article 8

[REDACTED]

8.1

[REDACTED]

Article 9

[REDACTED]

9.1

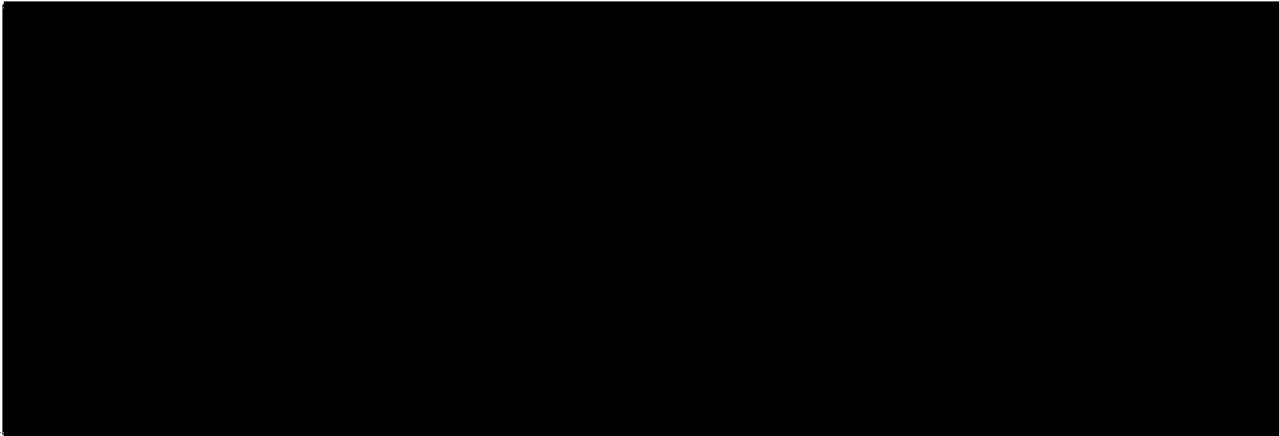
[REDACTED]

9.2

[REDACTED]

9.3

[REDACTED]



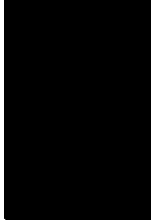
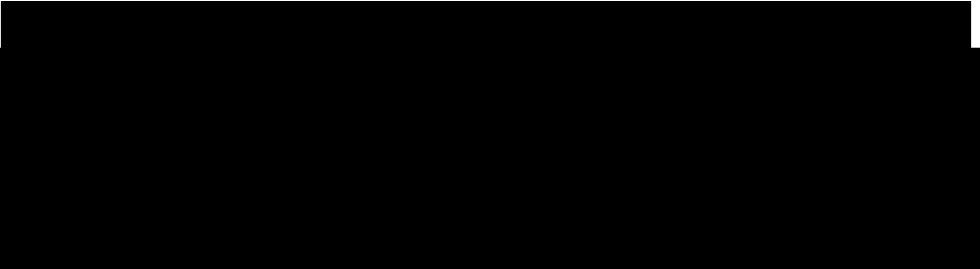
9.4



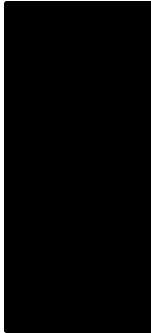
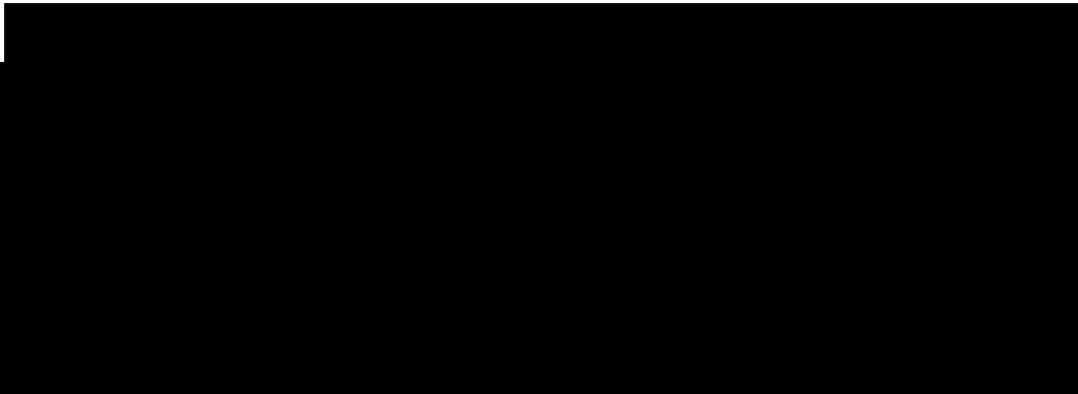
(a)



(b)



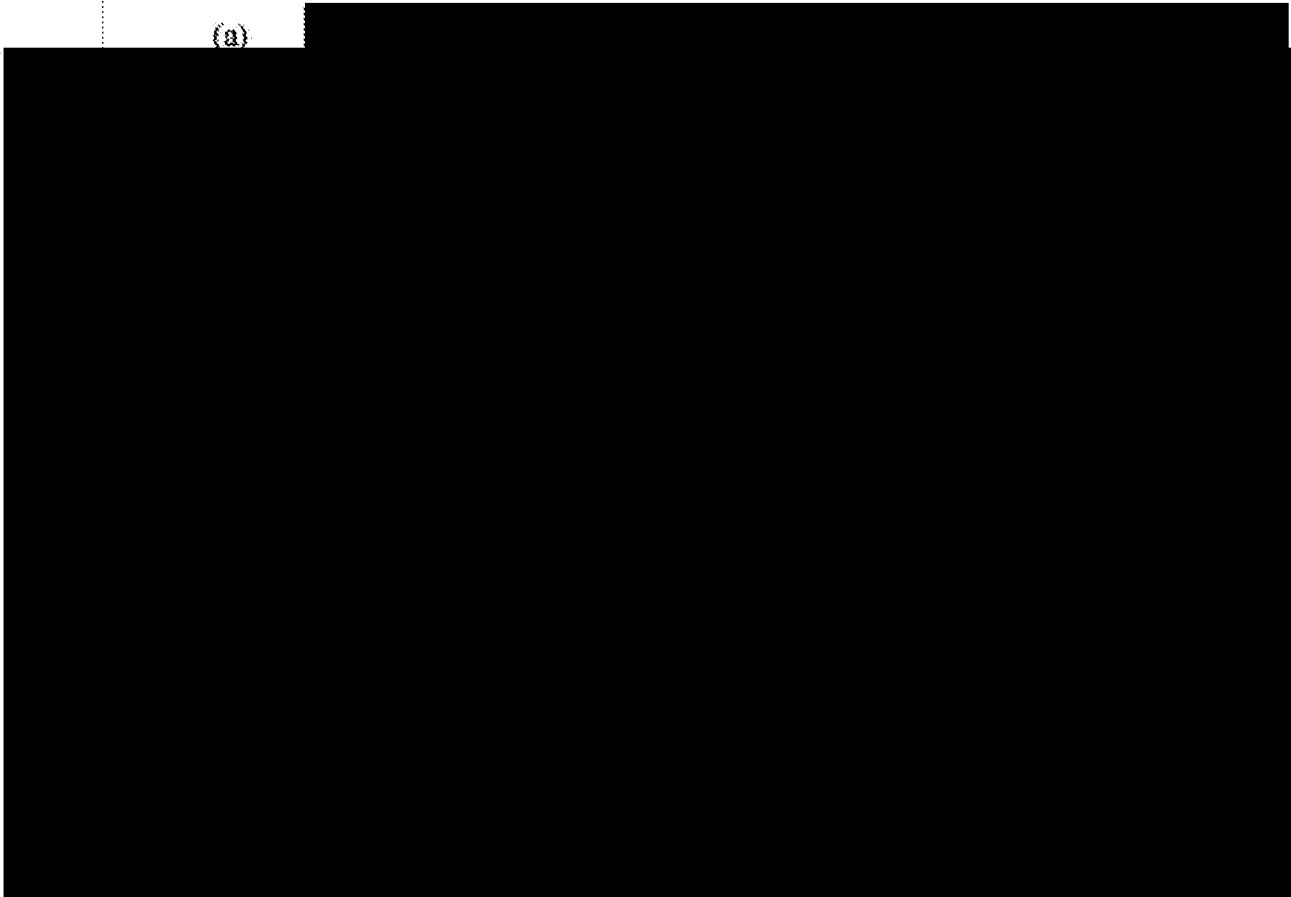
9.5



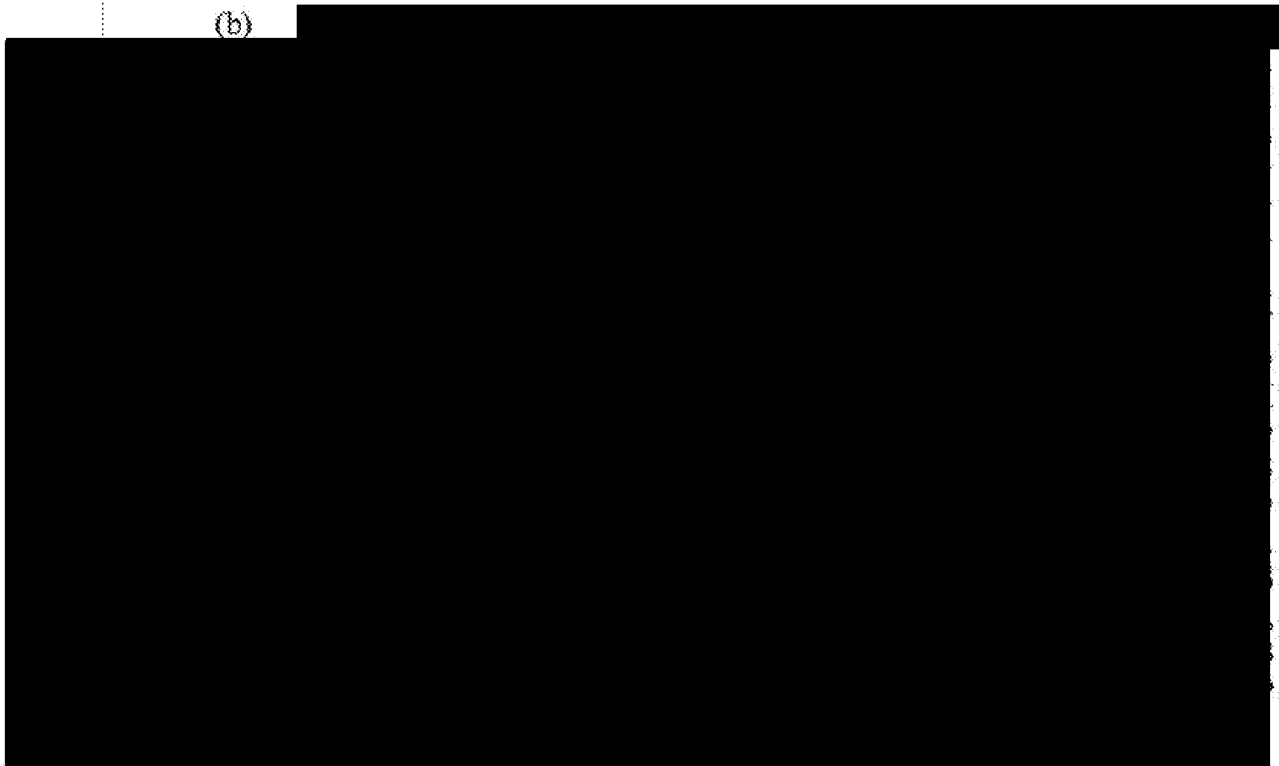
9.6



(a)

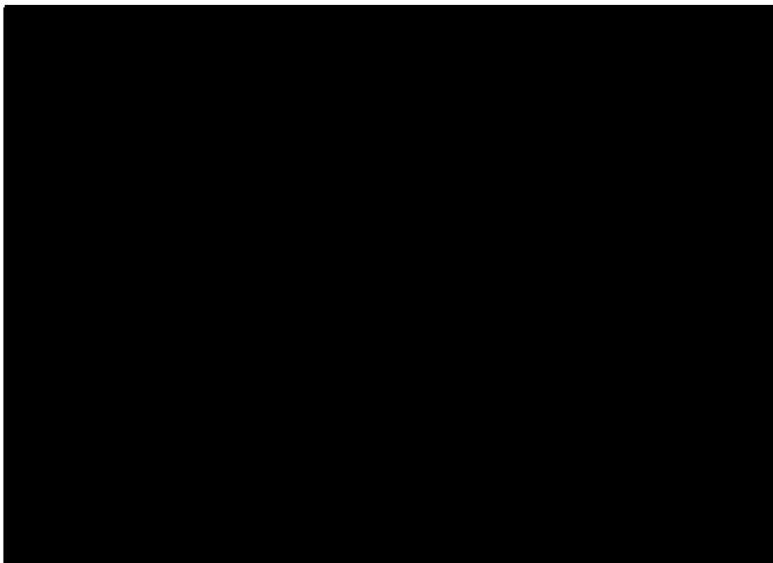
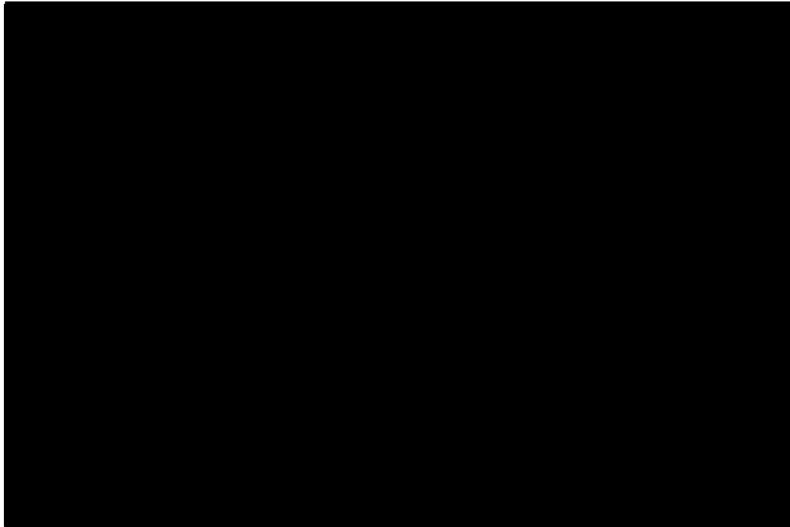


(b)





97



98



[REDACTED]

9.9

[REDACTED]

9.10

[REDACTED]

9.11

[REDACTED]

9.12

[REDACTED]

9.13

[REDACTED]

(a)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

(v)

[REDACTED]

(vi)

[REDACTED]

(vii)

[REDACTED]

(viii)

[REDACTED]

(b)

[REDACTED]

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**SELLER:**

GEMMY INDUSTRIES (HK) LIMITED,  
a BVI corporation

By: [Signature]  
Name: Lin Hao Jun  
Title: Managing Director

**PURCHASER:**

TRICK OR TREAT STUDIOS LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Christopher Zephro  
Title: Chief Executive Officer

Witness

[Signature]  
Signature

JA-CHUNG TIENG  
Printed Name

(CPA (TX: 087825))  
Occupation

December 19, 2022  
Date

[Signature Page to Intellectual Property Purchase Agreement]

EXHIBIT A

Form of IP Assignment Agreement

*(See attached)*

SCHEDULE 7.1(q)

**Don Post Studios, Illusive Concepts, Topstone (f/k/a Topstone Rubber Company), and the Great American Coverup Intellectual Property**

Trademarks

US Trademarks

Trademark	Serial No/Registration No.
[REDACTED]	[REDACTED]
DON POST STUDIOS	1,289,695
[REDACTED]	[REDACTED]

