

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431296

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the from TSC (NY corp) to H&Y (MD partnership) to be corrected to: from HvB (individual) to H&Y (MD partnership) previously recorded on Reel 005761 Frame 0877. Assignor(s) hereby confirms the original conveys from TSC (NY corp) to H&Y (MD partnership).
RESUBMIT DOCUMENT ID:	900405797
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harold von Braunhut		10/14/2000	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Harold & Yolanda
Street Address:	6200 CHAPMANS LANDING ROAD
City:	INDIAN HEAD
State/Country:	MARYLAND
Postal Code:	20640-3040
Entity Type:	Partnership: MARYLAND
Composed Of:	<ul style="list-style-type: none"> • Harold von Braunhut, UNITED STATES, INDIVIDUAL • Yolanda von Braunhut, UNITED STATES, INDIVIDUAL

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76136804	SEA-MONKEYS

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: (631) 750-5980
 Email: otzotzo@aol.com
 Correspondent Name: William Timmons
 Address Line 1: 25 Candee Avenue
 Address Line 4: Sayville, NEW YORK 11782

NAME OF SUBMITTER:	William Timmons
SIGNATURE:	/William Timmons/
DATE SIGNED:	06/14/2017

Total Attachments: 10

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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Transcience Corporation

- Individual(s)
- Partnership
- Corporation- State: NY
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) NY

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 10-14-2000

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Harold & Yolanda

Street Address: 6200 Chapmans Landing Road

City: Indian Head

State: MD

Country: USA Zip: 20640-3040

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship MD
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

n/a

B. Trademark Registration No.(s)

#2485247, #0769330, #999873, #999872

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

n/a

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: William Timmons

Internal Address: _____

Street Address: 25 Candee Avenue

City: Sayville

State: NY Zip: 11782

Phone Number: (631) 750-5980

Docket Number: _____

Email Address: otzotzo@aol.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

William Timmons

3-30-2016

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006080 FRAME: 0003

OP \$115.00 2485247



TRADEMARK AND DOMAIN NAME ASSIGNMENT

Assignment by and between

Harold von Braunhut

and

The Partnership of Harold & Yolanda

effective October 14th, 2000

with regard to

Sea-Monkeys®

executed *nunc pro tunc* March 4th 2016



TRADEMARK AND DOMAIN NAME ASSIGNMENT

This assignment (the "Assignment") is by and between **Party #1**; Harold von Braunhut ("HvB") residing at 6200 Chapmans Landing Road, Indian Head, MD 20640-3040 and **Party #2**; the Partnership of Harold von Braunhut & Yolanda von Braunhut OR Harold & Yolanda ("H&Y") with offices located at 6200 Chapmans Landing Road, Indian Head, MD 20640-3040 and is effective as of October 14, 2000 (the "Effective Date").

WHEREAS, HvB is the owner of certain trademarks identified in **Exhibit A** (the "Trademarks") and of certain domain names also identified in **Exhibit A** (the "Domain Names");

WHEREAS, Harold von Braunhut and Yolanda von Braunhut entered into a partnership via oral agreement pursuant to the laws of the State of Maryland on or about the date of October 14, 2000 ;

WHEREAS, HvB desires to transfer all rights, title, and interest in and to the Trademarks to H&Y;

WHEREAS, HvB desires to transfer all rights, title, and interest in and to the related Domain Names to H&Y;

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Trademark Assignment.** HvB irrevocably assigns, grants and transfers to H&Y, all of HvB's right, title, and interest in and to the Trademarks, including all common law rights, and any trademark registrations and applications, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover damages from future infringement of the Trademarks, the same to be held and enjoyed by H&Y for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by HvB if this assignment had not been made (the "Assignment").

To the extent that HvB is seeking to perfect the ownership of the Trademarks and HvB's ownership of the Trademarks has not been perfected by the Effective Date, HvB agrees to promptly assign ownership of the Trademarks to H&Y, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. HvB further agrees to take all steps necessary to promptly expedite any perfection of their ownership in and to the Trademarks. HvB hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademarks to H&Y as owner of all right, title and interest therein, or otherwise as H&Y may direct, in accordance with the terms of the Assignment.

2. **Domain Names.** Upon the mutual agreement of the Parties, as of the Effective Date, HvB shall cause any related Domain Names (including all sub-domains and related URLs)



Assignment, and to issue or transfer said Trademarks to **YvB** as owner of all right, title and interest therein, or otherwise as **YvB** may direct, in accordance with the terms of the Assignment.

2. **Domain Names.** Upon the mutual agreement of the Parties, as of the Effective Date of the assignment **YvB**, **H&Y** shall cause any related Domain Names (including all sub-domains and related URLs) to redirect directly to the URLs designated by **YvB** with no interstitial content. As of the Effective Date, **H&Y** hereby transfers to **YvB** **H&Y**'s entire right, title and interest to the Domain Names.

3. **Execution and Delivery.** Upon **YvB**'s request, **H&Y** agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any domain names through appropriate communications with domain name registrars) as may be necessary to vest in and secure unto **YvB** the full right, title and interest in and to the Trademarks and Domain Names and to protect and enforce the Trademarks.

4. **Representations and Warranties.** **H&Y** represents and warrants that **H&Y** has the full right to convey the entire right, title and interest herein assigned, and that **H&Y** will not take any action, use any trademark or domain name, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

5. **Warranty Disclaimer.** **H&Y** MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARKS OR ANY RELATED MATERIALS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

6. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE USE OF THE TRADEMARKS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Miscellaneous.**

a. **Modification and Waiver.** The failure of either party to enforce its rights or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.



b. **Governing Law.** This Agreement shall be governed and interpreted under the laws of the State of New York without regard to the conflicts of law provisions thereof.

c. **Headings.** Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Agreement.

d. **Severability.** In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

e. **Entire Agreement.** Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.

f. **Non-Exclusive Remedies.** The rights and remedies of a party set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

Each party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have each caused this Assignment to be executed by their authorized representatives.

Party #1: The Partnership of Harold & Yolanda (H&Y)

Dated: March 4, 2016
 Name: Yolanda von Brauhn
 Title: Partner of Partnership of H&Y

Signature: Yolanda von Brauhn
 (Yolanda von Brauhn, Partner
 of Partnership of H&Y)

Party #2: Yolanda von Brauhn (YvB)

Dated: March 4, 2016
 Name: Yolanda von Brauhn
 Title: individual

Signature: Yolanda von Brauhn
 (Yolanda von Brauhn)

EXHIBIT A



US TRADEMARKS

- 1) SEA-MONKEYS: USPTO Serial Number: 76136804; USPTO Registration Number: 2485247; Word Mark: **SEA-MONKEYS**; was created on: 10-5-1962 [first use]; 9-28-2000 [application filing date]; 9-4-2001 [registration date]

DOMAIN NAMES

[List Domain Names to be transferred (if any)]

www.sea-monkeys.com

NON-US TRADEMARKS

- 1) SEA-MONKEYS: Country: Spain; Registration Number: 756685M; Application Number: 756685M; Word Mark: **SEA-MONKEYS**