

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TBDUM	FORMERLY UNCLE MILTON INDUSTRIES	07/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PCAY7311,LLC		
Street Address:	45 W. 22ND STREET		
City:	HUNTINGTON STATION		
State/Country:	NEW YORK		
Postal Code:	11746		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86240553	BLO N' GLO	
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>			
Phone:	516-669-4795		
Email:	paulcayton731@gmail.com		
Correspondent Name:	Paul Cayton		
Address Line 1:	45 W. 22nd Street		
Address Line 4:	Huntington Station, NEW YORK 11746		
NAME OF SUBMITTER:	Paul E. Cayton		
SIGNATURE:	/Paul E. Cayton/		
DATE SIGNED:	08/17/2017		
Total Attachments: 14			
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AGREEMENT TO TERMINATE PURCHASE AGREEMENT

This Agreement to Terminate Purchase Agreement (this "Agreement"), dated ^{JULY} ~~June~~ 4, 2017 (the "Effective Date"), is entered into by and among Paul E. Cayton, Cool Holiday Lights, LLC and PCAY7311, LLC, located at 45 W. 22nd Street, Huntington Station, NY 11746 (collectively, "Sellers"), DSI Assignments, LLC ("Assignee"), solely in its capacity as assignee for the benefit of creditors of Uncle Milton Industries, Inc. ("Assignor"), located at 333 South Grand Avenue, Suite 4070, Los Angeles, CA 90071, and TBDUM, LLC ("TBDUM" and, collectively with Sellers and Assignee, the "Parties"), located at 301 Yamato Rd., Suite 2112, Boca Raton, FL 33431.

Reference is made to the Purchase Agreement (attached hereto as Exhibit A), dated November 1, 2015, among Paul E. Cayton, Cool Holiday Lights, LLC, and PCAY7311, LLC, as sellers, and Uncle Milton Industries, Inc., as buyer (the "Purchase Agreement").

Whereas, on March 29, 2017, Assignor assigned all of its assets, including its rights under the Purchase Agreement and all intellectual property, to Assignee pursuant to an assignment for the benefit of creditors.

Whereas, on March 29, 2017, Assignee sold substantially all of the Assignor's assets, including the Mark (as defined below), to TBDUM.

Now therefore, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. OBLIGATIONS OF ASSIGNEE AND TBDUM.

- a. Within two weeks of the Effective Date, TBDUM agrees to assign to PCAY7311, LLC all of its right, title and interest in United States Trademark Registration No. 4632123 for the mark BLO N' GLO (the "Mark") and the goodwill symbolized by the Mark.
- b. Within two weeks of the Effective Date, Assignee agrees to assign to PCAY7311, LLC all of its right, title and interest in a patent application entitled BALLOON INFLATION, ILLUMINATION AND HOLDING DEVICE filed in the United States Patent and Trademark Office on June 10, 2014 and assigned the Serial Number 14/301,125 and in a patent application entitled BALLOON INFLATION, ILLUMINATION AND HOLDING DEVICE filed in the United States Patent and Trademark Office on February 7, 2013 and assigned the Serial Number 13/762,051.
- c. The Parties agree to execute any and all documents reasonably necessary to effectuate the transfers set forth herein, including, within two weeks of the Effective Date, an Intellectual Property Assignment agreement in substantially the form attached hereto as Exhibit B.

- d. Each of Assignee and TBDUM agree that they shall not engage in any type of business involving light up balloon products within the United States for a period of three years after the Effective Date.

2. **TERMINATION OF PURCHASE AGREEMENT.** The Parties agree that the Purchase Agreement shall be terminated as of the Effective Date and that none of Sellers, Assignor or Assignee shall have any continuing obligations under the Purchase Agreement.

3. **RELEASES.**

- a. Upon the occurrence of the Effective Date, each of the Sellers, on behalf of themselves and any successors or assigns, does forever release, acquit and conclusively, absolutely, unconditionally, irrevocably and forever provide a full discharge, waiver and release to Assignee, Assignor and TBDUM (the "Released Parties"), and each of their officers, directors, employees, representatives, agents, professionals, affiliates, successors and assigns, from any and all claims, causes of action, actions, demands, rights, suits, damages, remedies, debts, losses, expenses, proceedings, judgments, obligations, liabilities, cross-claims, counterclaims, offsets, or setoffs, in the case of each of the foregoing of any kind or character whatsoever, in each case, whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter acquired, in contract, in tort, in law, in equity, or otherwise, or pursuant to any other theory of law, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of demand, claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise, arising out of or related to the Purchase Agreement.
- b. Upon the occurrence of the Effective Date, each of the Released Parties, on behalf of themselves and any successors or assigns, does forever release, acquit and conclusively, absolutely, unconditionally, irrevocably and forever provide a full discharge, waiver and release to the Sellers, and each of their officers, directors, employees, representatives, agents, professionals, affiliates, successors and assigns, from any and all claims, causes of action, actions, demands, rights, suits, damages, remedies, debts, losses, expenses, proceedings, judgments, obligations, liabilities, cross-claims, counterclaims, offsets, or setoffs, in the case of each of the foregoing of any kind or character whatsoever, in each case, whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter acquired, in contract, in tort, in law, in equity, or otherwise, or pursuant to any other theory of law, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of demand, claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise, arising out of or related to the Purchase Agreement.

c. EACH OF THE PARTIES EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH OF THE PARTIES EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY, INCLUDING, WITHOUT LIMITATION, THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542. THE RELEASES CONTAINED IN THIS SECTION 3 ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

d. Each Party understands that Section 1542 of the California Civil Code provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

e. For the avoidance of doubt, the mutual releases between the Parties contemplated under this Section 3 of the Agreement shall not affect or release the Parties from their respective obligations under this Agreement.

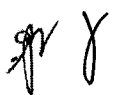
4. **APPLICABLE LAW.** The validity, construction and performance of this Agreement shall be governed by the laws of the State of California without regard to its or any other state's conflict of law provisions. The Parties agree that all disputes arising out of or relating to this Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

5. **ATTORNEYS' FEES.** If any Party brings an action to enforce its rights under this Agreement, the prevailing Party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal from the losing Party.

6. GENERAL PROVISIONS.

- a. **Counterparts.** This Agreement may be executed in several counterparts and all such counterparts when executed will together constitute one final agreement, as if one document had been signed by all the Parties.
- b. **Advice of Counsel.** Each Party hereby acknowledges that it has had the opportunity to consult with, and obtain the advice of, counsel prior to executing this Agreement, and that each of the terms of the Agreement has been explained to that Party by its counsel, as applicable.
- c. **Authority to Settle.** The persons signing this Agreement represent that they have the authority to execute this Agreement.
- d. **Complete Agreement.** No Party to this Agreement is relying upon any representation by any other Party to this Agreement, except as expressly set forth in this Agreement. This Agreement sets forth the complete agreement between the Parties and may not be modified except by a writing signed by a duly authorized representative of the Parties.

[signature pages follow]



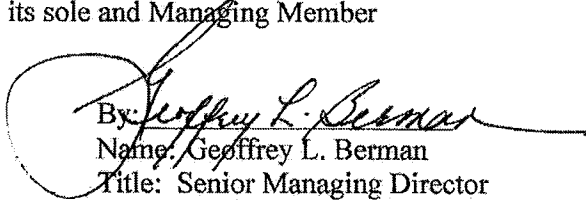
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date listed below.

ASSIGNEE:

Date: July 5, 2017

DSI ASSIGNMENTS, LLC, a Delaware limited liability company, solely in its capacity as Assignee for the benefit of creditors of Uncle Milton Industries, Inc.

By: Development Specialists, Inc.,
its sole and Managing Member

By: 
Name: Geoffrey L. Berman
Title: Senior Managing Director
Date:

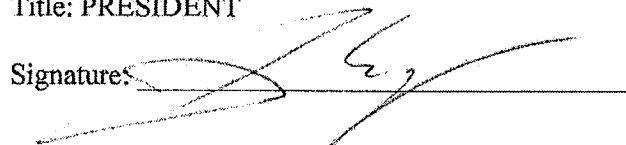
SELLERS:

Date: 7/4/2017

Company Name: PCAY7311, LLC

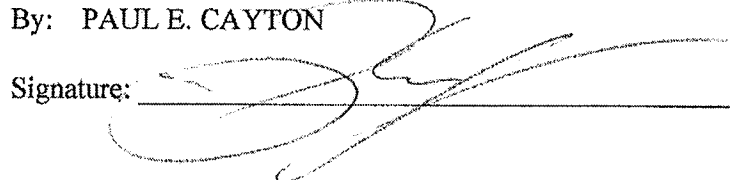
By: Paul E. Cayton

Title: PRESIDENT

Signature: 

Date: 7/4/2017

By: PAUL E. CAYTON

Signature: 

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TRADEMARK

REEL: 006131 FRAME: 0540

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Date: 7/4/17

Company Name: Cool Holiday Lights, LLC

By: Raul Cayton

Title: President

Signature: 

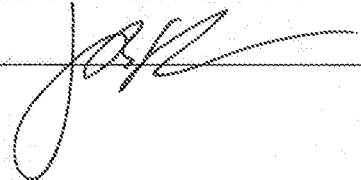
TBDUM:

Date: 07/05/17

Company Name: TBDUM, LLC

By: JAY B. FOREMAN

Title: CEO

Signature: 

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Exhibit A

Purchase Agreement



Exhibit B

Intellectual Property Assignment



INTELLECTUAL PROPERTY ASSIGNMENT

TBDUM, LLC, a Delaware limited liability company ("**Transferor**"), and [] ("**Transferee**"), agree as follows:

WHEREAS, Transferor has adopted, used or is using certain trademarks or service marks as set forth on the attached **Exhibit A** (collectively, the "**Trademarks**"), in conjunction with Transferor's business, together with the goodwill symbolized thereby; and

WHEREAS, Transferor has owned, developed or acquired in conjunction with its business the following patent and related rights (collectively, the "**Patent Rights**" and, together with the Trademarks, the "**Intellectual Property**"): (a) the patents (each, a "**Patent**" and collectively, the "**Patents**") and patent applications and other filings (each, a "**Patent Application**" and collectively, the "**Patent Applications**") as set forth on the attached **Exhibit B** and the inventions disclosed and claimed therein; (b) all rights to apply in any and all countries of the world for patents, certificates of invention, utility models, or other governmental grants of rights with respect to any Patent, Patent Application or invention disclosed and claimed therein, including the right to apply for patents pursuant to any convention, treaty, agreement or understanding; and (c) each resulting patent, patent application, and other governmental grant of rights issued on or relating to any Patent or Patent Application, including each related provisional, continuation, continuation-in-part, divisional, reexamination, reissue, extension, or substitute of any of the foregoing in any jurisdiction anywhere in the world. (For purposes herein, "related" means, with respect to any patent, patent application, or other governmental grant of rights, that such patent, patent application, or other governmental grant of rights is entitled to claim the benefit of priority from or relating to a Patent or a Patent Application, or that a Patent or Patent Application is entitled to claim and benefit of priority from such patent, patent application, or other governmental grant of rights.); and

WHEREAS, simultaneously herewith, Transferor, Transferee and DSI Assignments, LLC ("**Assignee**"), solely in its capacity as assignee for the benefit of creditors of Uncle Milton Industries, Inc. ("**Assignor**"), intend to enter into that certain Agreement to Terminate Purchase Agreement (the "**Termination Agreement**"); and

WHEREAS, in connection with the Termination Agreement, Transferee seeks to acquire from Transferor the Intellectual Property and any and all related rights and entitlements.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Assignment of Trademarks.** Transferor hereby conveys, assigns, transfers and sets over unto Transferee all of Transferor's right, title and interest in and to the Trademarks, together with the goodwill symbolized thereby, together with all applications and/or registrations thereof, together with a right to sue for and collect on all claims for damages by reason of past, present or future infringement of the Trademarks.

2. Assignment of Patent Rights. Transferor hereby conveys, assigns, transfers and sets over unto Transferee all of Transferor's right, title and interest in and to (a) the Patent Rights; (b) all accrued causes of action and all rights but not the obligation to sue and recover damages, for future and past infringements of the Patent Rights; and (c) all counterparts to the Patent Rights that have been or may be filed outside the United States or under the Patent Cooperation Treaty, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patent Rights, further including all continuation, continuation-in-part and divisional applications based in whole or in part on the non-U.S. counterparts, and still further including all patents, inventor's certificates, utility models, reissues and extensions resulting from any of the non-U.S. counterparts. Transferor also hereby grants to Transferee the sole and exclusive right to prosecute, defend, maintain and/or enforce the Patent Rights and all related applications as described immediately above, as well as any opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings. Transferor authorizes all governmental bodies having the power to issue patents, inventor's certificates or utility models to issue a patent, inventor's certificate or utility model based on the Patent Rights or any related applications as described immediately above in the name of Transferee.

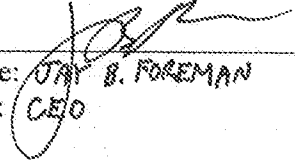
4. Filing of Assignment. Transferor hereby appoints Transferee or its successors and assigns to file and record this instrument with the United States Patent and Trademark Office.

[Signature Pages Follows]

Dated: ~~June~~ ^{July} __, 2017

TRANSFEROR:

TBDUM, a Delaware limited liability company

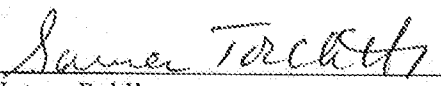

Name: JAY B. FOREMAN
Title: CEO

STATE OF FLORIDA

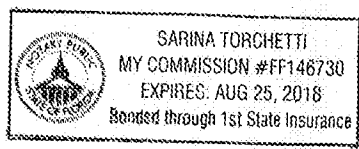
COUNTY OF PALM BEACH

On this 5th day of ~~June~~ ^{July}, 2017, before me personally appeared JAY B. FOREMAN to me known to be an authorized representative of Transferor described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public

My Commission Expires:



J

Dated: June __, 2017

TRANSFeree:

[_____], a [_____]

Name:

Title:

STATE OF _____

COUNTY OF _____

On this _____ day of June, 2017, before me personally appeared _____, to me known to be an authorized representative of Transferee described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission Expires:

J

EXHIBIT A

(TRADEMARKS)

Any and all registered and unregistered trademarks and service marks of Transferor, including without limitation, the following:

Mark	U.S. Ser. No. / Reg. No.	Goods/Services	Filing Date	Reg. Date
BLO N' GLO	SN: 86240553 RN: 4632123	IC: 28 U.S. Class(es): 22, 23, 38, 50	April 2, 2014	November 4, 2014

EXHIBIT B

(PATENT RIGHTS)

Any and all patents and patent applications of Transferor, including without limitation, the following:

United States

Title	Patent No. / App. No.	Issued Date

gm
J