

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B.J. Alan Company		12/31/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Phantom I.P., LLC		
Doing Business As:	Phantom Fireworks		
Street Address:	2445 Belmont Avenue		
City:	Youngstown		
State/Country:	OHIO		
Postal Code:	44505-2405		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87207375	MINOTAUR	
CORRESPONDENCE DATA			
Fax Number:	3307464410		
<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:	330-746-1064		
Email:	Waweimer@fireworks.com		
Correspondent Name:	William Weimer		
Address Line 1:	2445 Belmont Avenue		
Address Line 4:	Youngstown, OHIO 44505-2405		
NAME OF SUBMITTER:	William Weimer		
SIGNATURE:	/William Weimer/		
DATE SIGNED:	08/30/2017		
Total Attachments: 2			
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OP \$40.00 87207375

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement dated December 31, 2016 ("Effective Date") is made by and between:

B.J. Alan Company, an Ohio corporation with an address at 555 Martin Luther King, Jr., Blvd., Youngstown, Ohio 44502-1102 (together with its successors and permitted assigns "B.J. Alan" or "Assignor"); and

Phantom I.P. LLC, a Delaware limited liability company with an address at 2445 Belmont Ave, Youngstown, Ohio 44505-2445 (together with its successors and permitted assigns "Phantom IP" or "Assignee") (collectively the "Parties")

The Parties agree as follows:

1. **Assignment by B.J. Alan.** For the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, B.J. Alan does hereby assign and irrevocably grant to Phantom IP all right, title and interest throughout the world in the intellectual property rights to the pending Minotaur trademark, together with all rights to registrations including Registration No. 87207375 ("Minotaur") and the goodwill of the business connected with the use and symbolized by the pending trademark, all reproduction and allied rights necessary for production, distribution and exploitation thereof, all translations, adaptations and other versions thereof now made or hereafter created.
2. **Transfer of Rights.** This Agreement shall be binding on the successors and assigns of the parties.
3. **Complete Contract.** It is understood and agreed that this Agreement is the full complete and final contract. There are no written or oral understandings or agreements directly or indirectly connected with this contract that are not incorporated herein.
4. **No Oral Modification.** This Agreement may not be modified orally. Any amendment to this Agreement must be in writing and be signed by all parties.
5. **Severability.** Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction where its enforcement is sought, the remaining provisions of this Agreement shall still be given effect and be enforced to the maximum practicable extent.

6. **Counterparts.** This Agreement may be executed in two or more counterparts.
7. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Ohio.

ASSIGNOR

B.J. ALAN COMPANY



By: Alan L. Zoldan, Executive Vice President

ASSIGNEE

PHANTOM I.P., LLC



By: William Weimer, Vice President