

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KCO Brands LLC		12/17/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	The Toys Center Group LLC		
Street Address:	297 Margaret King Ave		
City:	Ringwood		
State/Country:	NEW JERSEY		
Postal Code:	07456		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5141382	KICKO	
Registration Number:	5755460	SQUEEZE CRAFT	
Registration Number:	5720100	KATZCO	
Registration Number:	5755459	FRUDGE	
Registration Number:	5888049	KATZCO	
Registration Number:	5141399	KATZCO	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	713-276-5500		
Email:	ipdocketing@foley.com, sfelde@foley.com		
Correspondent Name:	Foley & Lardner LLP		
Address Line 1:	3000 K Street, N.W. Suite 600		
Address Line 4:	Washington, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	128509-0517		
NAME OF SUBMITTER:	Sara M. Felde		
SIGNATURE:	/Sara M. Felde/		

OP \$165.00 5141382

DATE SIGNED:	12/23/2021
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Total Attachments: 7

- source=Razor - EYN - Owner to Seller IP Assignment Agreement#page1.tif
- source=Razor - EYN - Owner to Seller IP Assignment Agreement#page2.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is entered into as of December 17, 2021, by and between: (i) The Toys Center Group LLC, a New York limited liability company (“Assignee”); and (ii) KCO Brands LLC, a New York limited liability company (“Assignor” and, together with Assignee, the “Parties”).

RECITALS

WHEREAS, Assignor is an affiliate of the Assignee, and pursuant to the terms of the Purchase Agreement, Assignor has agreed to convey, transfer and assign to Assignee, and Assignee has agreed to accept such conveyance, transfer and assignment of the intellectual property assets described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor and the Assignee hereby agree as follows:

AGREEMENT

1. Sale, Transfer, Assignment, Delivery and Conveyance. Assignor does hereby absolutely, unconditionally and irrevocably sell, transfer, assign, deliver and otherwise convey to Assignee, and Assignee does hereby acquire and accept from Assignor, all of Assignor’s rights, title, goodwill and interest, throughout the world, in, to and under, the following:

- a. the trademarks, service marks, brands, certification marks, logos, slogans, trade dress, tradenames and other similar indicia of source or origin, whether registered or not, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, extensions and renewals of, any of the foregoing, set forth on Exhibit A; and
- b. the domain names, email addresses and internet websites to the extent relating to the Business, set forth on Exhibit B;

together with all rights of any kind whatsoever of Assignor accruing under any of the foregoing intellectual property assets provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including without limitation any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to such intellectual property assets, and all rights of action and defenses accrued, accruing and to accrue in respect of such intellectual property assets, including without limitation the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of Assignor in all matters related to all of the foregoing (collectively, the “Assigned IP”); in each case, free and clear of any Encumbrances. Assignor hereby waives any moral rights, or rights equivalent thereto, that Assignor may have in or to the Assigned IP worldwide and any such rights in or to any underlying

works which exclusively or primarily relate to the Assigned IP, in each case without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable law, Assignor agrees that it shall not assert such moral rights against Assignee or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks and the Commissioner for Patents in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and any other governmental officials, the applicable domain name registrars, and the officials of corresponding entities or agencies in any applicable jurisdictions, including but not limited to WIPO, EUIPO, UKIPO, CIPO and CNIPA, to record and register this Assignment upon request by Assignee.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee as the true and lawful agent and attorney-in-fact of Assignor, with full power of substitution and re-substitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns, from time to time solely to institute and prosecute, in the name of Assignor or otherwise, any and all proceedings at Law, in equity or otherwise, that Assignee or its successors and assigns may deem proper to obtain, apply for, register and otherwise secure Assignee's rights in the Assigned IP.

4. Further Assurances. Assignor agrees to cooperate with Assignee in taking any action which Assignee reasonably requests to perfect or enforce Assignee's rights in the Assigned IP, and Assignor agrees to execute any and all documents reasonably necessary or appropriate to obtain and enforce copyrights, patents, trademarks and trade secrets in the Assigned IP, including specific assignments of such Assigned IP for particular products or developments, and agrees to execute all lawful papers, make all rightful oaths and other actions required or necessary to aid Assignee, its successors and assigns in obtaining and enforcing its rights in and to the Assigned IP in the United States and throughout the world.

5. Amendment. This Assignment may not be amended or altered except by a written instrument executed by the Parties.

6. Binding Effect. This Assignment shall be binding upon, and will inure to the benefit of, the Parties and their Affiliates and their respective successors and assigns.

7. Severability. If any term or provision of this Assignment is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Assignment that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without reference to conflicts or choice of law principles.

9. Counterparts; Electronic Signatures. This Assignment may be executed in counterparts, each of which when executed and delivered shall be deemed an original and together shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Assignment. The Parties agree that electronic signatures, whether digital or encrypted, of the Parties included in this Assignment are intended to authenticate this writing and to have the same force and effect as manual signatures.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the date first above written.

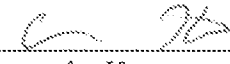
ASSIGNOR:

KCO BRANDS LLC

By: 
Name: Alexander Katz
Title: President

ASSIGNEE:

THE TOYS CENTER GROUP LLC

By: 
Name: Alexander Katz
Titles: President

[Signature Page to Intellectual Property Assignment Agreement]