

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DART SEASONAL PRODUCTS II LLC		07/29/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	NORTHROCK MINERALS LLC		
Street Address:	777 Chestnut Ridge Road		
Internal Address:	Suite 301		
City:	Chestnut Ridge		
State/Country:	NEW YORK		
Postal Code:	10977		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6205899	FROSTY'S NIGHTMARE	
CORRESPONDENCE DATA			
Fax Number:	8453626111		
<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:	845-362-6100		
Email:	jbaldinger@weissarons.com		
Correspondent Name:	Jacob Baldinger		
Address Line 1:	63 South Main Street		
Address Line 4:	Spring Valley, NEW YORK 10977		
NAME OF SUBMITTER:	Jacob Baldinger		
SIGNATURE:	/Jacob Baldinger/		
DATE SIGNED:	07/31/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of July 29, 2022 (“**Effective Date**”), is made by DART SEASONAL PRODUCTS II LLC (“**Assignor**”), a New York Limited Liability Company, located at 777 Chestnut Ridge Road, Suite 301, Chestnut Ridge, New York 10977, in favor of NORTHROCK MINERALS LLC (“**Assignee**”), a New York Limited Liability Company, located at 777 Chestnut Ridge Road, Suite 301, Chestnut Ridge, New York 10977.

WHEREAS, Assignee markets goods and services that are substantially similar to those of Assignor;

WHEREAS, Assignee desires to acquire ownership of assets and appurtenant goodwill of Assignor and continue the business of Assignor;

WHEREAS, the assets of Assignor include United States Trademark Registration No. 6,205,899; and

WHEREAS, Assignor now executes and delivers this Trademark Assignment, for recording Assignee’s ownership of United States Trademark Registration No. 6,205,899 with the United States Patent and Trademark Office;

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, including a payment of \$100, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to:

(a) United States Trademark Registration No. 6,205,899 for the mark FROSTY’S NIGHTMARE issued on Nov. 24, 2020, and all issuances, extensions, and renewals thereof (the “**Assigned Trademark**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(b) all internet domain name registrations and social media accounts or user names (including “handles”) incorporating the mark FROSTY’S NIGHTMARE or any acronym, abbreviation, or component thereof, and all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto;

(c) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to the Assigned Trademark;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(f) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise

DART SEASONAL PRODUCTS II LLC
NORTHROCK MINERALS LLC
Assignment of Trademark Reg. No. 6,205,899
Page 1 of 4

TRADEMARK
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throughout the world.

2. No Liabilities. Assignee neither assumes nor is otherwise liable for any obligations, claims, or liabilities of Assignor of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising, including, for the avoidance of doubt, any obligations, claims, or liabilities arising from or in connection with any circumstances, causes of action, breach, violation, default, or failure to perform by or of Assignor with respect to any licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to the Assigned Trademark.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the Effective Date hereof, 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 Trademark to Assignee, or any subsequent assignee or successor thereto.

Upon execution of this Trademark Assignment, Assignor shall deliver to Assignee copies of all consents, permissions, and agreements required for the transfer of any licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to the Assigned Trademark.

4. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that the statements contained in this Section 4 are true and correct as of the Effective Date and do not contain any untrue statement of material fact or omit any material fact. For purposes of this Section 4, "Assignor's knowledge," "knowledge of Assignor," and similar phrases shall mean the actual or constructive knowledge of any director or officer of Assignor, after reasonable inquiry.

(a) Authority of Assignor; Enforceability. Assignor has the full right, power, and authority to enter into this Trademark Assignment and perform its obligations hereunder. The execution, delivery, and performance of this Trademark Assignment by Assignor has been duly authorized by all necessary organizational action of Assignor, and when executed, this Trademark Assignment will constitute a legal, valid, and binding obligation of Assignor, enforceable against Assignor in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Assignor of this Trademark Assignment, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Assignor, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Trademark Assignment or the Assigned Trademark are subject, or (iv) result in the creation or imposition of any encumbrances on the Assigned Trademark. No consent, approval, waiver, or authorization is required to be obtained by Assignor from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Assignor of this Trademark Assignment, or to enable Assignee to register, own, and use the Assigned Trademark.

(c) Ownership. Assignor owns all right, title, and interest in and to the Assigned Trademark, free and clear of liens, security interests, and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademark and Assignor's ownership and use thereof.

(d) Status of Registration. All required filings and fees related to the Assigned Trademark have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and the Assigned Trademark has at all times been and remains in good standing. Assignor has provided Assignee with true and complete copies of all documents, certificates, correspondence, and other materials related to the Assigned Trademark.

(e) Validity and Enforceability. To Assignor's knowledge, the Assigned Trademark is valid, subsisting, and enforceable in all applicable jurisdictions, and is not subject to any pending or, to Assignor's knowledge, threatened challenge or claim to the contrary. No event or circumstance (including any failure to exercise adequate quality control or any assignment in gross without the accompanying goodwill) has occurred or exists that has resulted in, or would reasonably be expected to result in, the abandonment of the Assigned Trademark.

(f) Non-Infringement. To Assignor's knowledge, the registration, ownership, and exercise of the Assigned Trademark do not, and will not infringe or otherwise violate the US intellectual property or other US rights of any third party or violate any applicable regulation or law. To Assignor's knowledge, no person has infringed or otherwise violated, or is currently infringing or otherwise violating the Assigned Trademark.

(g) Legal Actions. There are no actions (including any opposition or cancellation proceedings) settled, pending, or, to Assignor's knowledge, threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution, or other violation of the intellectual property rights of any third party based on the use or exploitation of the Assigned Trademark, (ii) challenging the validity, enforceability, registrability, or ownership of the Assigned Trademark or Assignor's rights with respect thereto, or (iii) by Assignor or any third party alleging any infringement or other violation by any third party of the Assigned Trademark.

(h) Licenses. Assignor has provided Assignee with true and complete copies of all Licenses (or in the case of any oral agreements, a complete and accurate written description thereof), including all modifications, amendments, and supplements thereto and waivers thereunder. Each License is valid, binding, and enforceable between Assignor and the other parties thereto; and neither Assignor nor any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) any License or has provided or received any notice of breach of, default under, or any actual or intended termination of any License.

5. Survival. All representations, warranties, covenants, and agreements contained herein shall continue in full force and effect following the Effective Date.

6. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

7. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the

benefit of the parties hereto and their respective successors and assigns.

8. Severability. If any term or provision of this Trademark Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Trademark Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

9. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York without giving effect to any choice or conflict of law provision or rule.


10. Amendment and Modification. This Trademark Assignment may only be amended, modified, or supplemented by an agreement in writing signed by Assignor and Assignee.

11. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Trademark Assignment, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Trademark Assignment shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the Effective Date by their respective duly authorized officers.

DART SEASONAL PRODUCTS II LLC

NORTHROCK MINERALS LLC

By:  _____

By:  _____

Name: Moshe Wechsler _____

Name: Moshe Wechsler _____

Title: owner _____

Title: owner _____

DART SEASONAL PRODUCTS II LLC
NORTHROCK MINERALS LLC
Assignment of Trademark Reg. No. 6,205,899
Page 4 of 4