

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buyseasons Enterprises, LLC		10/02/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Rubies II, LLC		
Street Address:	601 Cantiague Rock Road		
City:	Westbury		
State/Country:	NEW YORK		
Postal Code:	11590		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	74357859	BIRTHDAY EXPRESS	
Serial Number:	74729535	1-800-BIRTHDAY	
Serial Number:	75776018	BIRTHDAYEXPRESS.COM	
Serial Number:	75780940	BIRTHDAYEXPRESS.COM	
Serial Number:	75786792	BIRTHDAY EXPRESS .COM	
Serial Number:	76218897	BUYCOSTUMES.COM	
Serial Number:	77014342	BUYCOSTUMES	
Serial Number:	78448802	COSTUME EXPRESS	
Serial Number:	78449111	CELEBRATE EXPRESS	
Serial Number:	85221141	PARTY DESTINATION	
Serial Number:	85564277	THE OFFICIAL PRESIDENTIAL MASK POLL	
Serial Number:	86040635	ORANGE TUESDAY	
Serial Number:	86067830	1ST WISHES	
Serial Number:	86209156	LIFE'S BETTER IN COSTUME	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<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>			

CH \$365.00 74357859

Phone: 9736224444
Email: mfriscia@mccarter.com, kknoll@mccarter.com
Correspondent Name: Michael R. Friscia
Address Line 1: McCarter & English, LLP
Address Line 2: 100 Mulberry Street, 4 Gateway Center
Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER: Rubies-Buyseasons

NAME OF SUBMITTER: Michael R. Friscia

SIGNATURE: /Michael R. Friscia/

DATE SIGNED: 10/16/2020

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is entered into this 2nd day of October, 2020 (the “Effective Date”) by and between Buyseasons Enterprises, LLC, a New York limited liability company, having an address of 5915 S. Moorland Road, New Berlin, WI 53151, (“Assignor”) and Rubies II, LLC, a Delaware limited liability company, having an address of 601 Cantiague Rock Road, Westbury, NY 11590 (“Assignee”) (collectively, the “Parties”). Capitalized terms used herein that are defined in the Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Purchase Agreement unless otherwise defined herein.

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement dated as of August 17, 2020 (the “Purchase Agreement”);

WHEREAS, Assignor is the owner of all trademarks and service marks listed on Schedule A hereto and all goodwill of the business associated therewith and symbolized thereby (the “Assigned Marks”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other things, all of Assignor’s right, title and interest in and to the Assigned Marks; and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Marks, including without limitation any registrations or applications therefor (as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, and the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof accruing on and after the Effective Date except to the extent relating to or arising out of any Excluded Asset or Excluded Liability.

2. Recordation; Transfer, Further Actions.

(a) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks, the foreign equivalent, as the case may be, to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

(b) Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Marks, or any foreign or international counterparts or equivalent marks to the Assigned Mark that may exist in any other jurisdiction, to Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

4. Governing Law; Jurisdiction. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the laws of the State of New York, without giving effect to provisions thereof regarding conflict of laws, except where governed by chapter 11 of Title 11 of the United States Code, Section 101 et seq. Section 12.5 (Jurisdiction) of the Purchase Agreement shall apply to this Assignment and is incorporated herein by reference.

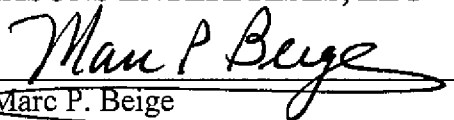
5. Entire Agreement; Counterparts. This is subject in all respects to the terms and conditions of the Purchase Agreement and nothing herein, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Purchase Agreement. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Assignment may be executed in counterparts, each of which when taken together shall constitute an original. A signed copy of this 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 Agreement. This Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

[Remainder of page left intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

ASSIGNOR

BUYSEASONS ENTERPRISES, LLC



Name: Marc P. Beige
Title: Authorized Person

[Signature Page to the Trademark Assignment Agreement – Buyseasons Enterprises, LLC]

ASSIGNEE

RUBIES II, LLC

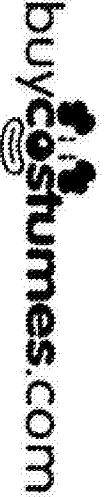
By: ACM Rubie's Topco LLC
Its: Sole Member

By: Joel Weinshanker
Name: Joel Weinshanker
Title: Manager

By: 
Name: Matthew Spiro
Title: Manager

[Signature Page to the Trademark Assignment Agreement – Buyseasons Enterprises, LLC.]

SCHEDULE A

Mark	Status	Applicant/ Registrant	Application No.	Application Date (MM-DD- YYYY)	Registration No.	Registration Date (MM-DD- YYYY)
BIRTHDAY EXPRESS	Live	BuySeasons Enterprises, LLC	74357859	02-11-1993	1,834,617	05-03-1994
1-800-BIRTHDAY	Live	BuySeasons Enterprises, LLC	74729535	09-15-1995	2,219,758	01-19-1999
BIRTHDAYEXPRESS.COM	Live	BuySeasons Enterprises, LLC	75776018	08-13-1999	2,426,402	02-06-2001
BIRTHDAYEXPRESS.COM	Live	BuySeasons Enterprises, LLC	75780940	08-20-1999	2,426,420	02-06-2001
BIRTHDAY EXPRESS .COM	Live	BuySeasons Enterprises, LLC	75786792	08-27-1999	2,653,089	11-26-2002
	Live	BuySeasons Enterprises, LLC	76218897	03-05-2001	2,793,599	12-16-2003
BUYCOSTUMES	Live	BuySeasons Enterprises, LLC	77014342	10-05-2006	3,383,855	02-19-2008
COSTUME EXPRESS	Live	BuySeasons Enterprises, LLC	78448802	07-09-2004	3,349,346	12-04-2007

CELEBRATE EXPRESS	Live	BuySeasons Enterprises, LLC	78449111	07-12-2004	3,330,631	11-06-2007
PARTY DESTINATION	Live	BuySeasons Enterprises, LLC	85221141	01-19-2011	4,122,818	04-03-2012
THE OFFICIAL PRESIDENTIAL MASK POLL	Live	BuySeasons Enterprises, LLC	85564277	03-08-2012	4,203,916	09-04-2012
ORANGE TUESDAY	Live	BuySeasons Enterprises, LLC	86040635	08-16-2013	4,638,171	11-11-2014
1ST WISHES	Live	BuySeasons Enterprises, LLC	86067830	09-18-2013	4,501,849	03-25-2014
LIFE'S BETTER IN COSTUME	Live	BuySeasons Enterprises, LLC	86209156	03-03-2014	4,638,571	11-11-2014

TRADEMARK

REEL: 007079 FRAME: 0718

RECORDED: 10/16/2020