# ETAS ID: TM617415

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

TRADEMARK ASSIGNMENT COVER SHEET

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wild and Wolf (Holdings) Limited		11/11/2020	Limited Liability Company: ENGLAND AND WALES
Wild and Wolf Limited		11/11/2020	Corporation: UNITED KINGDOM
Wild and Wolf Inc.		11/11/2020	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Chronicle Books LLC
Street Address:	680 Second Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94107
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	5778732	AVOCADO SMASH!
Registration Number:	4995754	FLYING CIRCUS
Registration Number:	4995753	LUCKY LAD
Registration Number:	4568133	PETITCOLLAGE
Registration Number:	5281794	RIDLEY'S
Registration Number:	5281795	RIDLEY'S
Registration Number:	3915616	RIDLEY'S HOUSE OF NOVELTIES

### **CORRESPONDENCE DATA**

Fax Number:

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.

Phone: 415-515-2516

Email: john@jsullivaniplaw.com

**Correspondent Name:** John J. Sullivan Address Line 1: 17 Liberty Street

Address Line 4: San Francisco, CALIFORNIA 94110

ATTORNEY DOCKET NUMBER:	ChBksW&WAssign
NAME OF SUBMITTER:	John J. Sullivan
SIGNATURE:	/John J. Sullivan/
DATE SIGNED:	12/30/2020

**Total Attachments: 36** source=ChronBks.IPAssign.Wild&Wolf.12.20#page1.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page2.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page3.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page4.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page5.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page6.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page7.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page8.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page9.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page10.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page11.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page12.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page13.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page14.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page15.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page16.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page17.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page18.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page19.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page20.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page21.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page22.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page23.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page24.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page25.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page26.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page27.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page28.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page29.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page30.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page31.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page32.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page33.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page34.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page35.tif source=ChronBks.IPAssign.Wild&Wolf.12.20#page36.tif

## DEED OF ASSIGNMENT OF BUSINESS INTELLECTUAL PROPERTY RIGHTS

**BETWEEN** 

WILD AND WOLF (HOLDINGS) LIMITED

AND

WILD AND WOLF LIMITED

AND

**WILD AND WOLF INC** 

**AND** 

**CHRONICLE BOOKS LLC** 

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THIS DEED OF ASSIGNMENT is made on 11 November 2020

**PARTIES** 

(1) WILD AND WOLF (HOLDINGS) LIMITED incorporated and registered in England and Wales with

company number 08318227 whose registered office is at 20 Manvers Street, Bath, England BA1 1JW

(the "W&W Holdings");

(2) WILD AND WOLF LIMITED incorporated and registered in England and Wales with company number

05382617 whose registered office is at 20 Manvers Street, Bath, England BA1 1JW ("W&W UK");

(3) WILD AND WOLF INC incorporated and registered under the laws of Delaware, USA with company

number 05452707 whose registered office is at 1209 Orange Street, Wilmington, Delaware 19801

("W&W Inc"); and

(4) **CHRONICLE BOOKS LLC** a limited liability company formed under the laws of Delaware, USA with

file number 3122926 whose registered office is at 1209 Orange Street, Wilmington, Delaware 1980

(the "Buyer").

**BACKGROUND** 

(A) W&W Holdings, W&W UK and W&W Inc (each a "Seller" and together the "Sellers") own the

Business Intellectual Property Rights.

(B) The Buyer and the Sellers have entered into an asset sale and purchase agreement dated on or

around the date of this agreement (the "Main Agreement").

(C) Pursuant to the Main Agreement, the Sellers have agreed to assign the Business Intellectual Property

Rights to the Buyer on the terms set out in this agreement.

**AGREED TERMS** 

1 INTERPRETATION

1.1 Terms used but not defined in this agreement shall have the meaning attributed to them in the Main

Agreement unless indicated otherwise in this agreement.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate

legal personality).

1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this

agreement. Any reference to this agreement includes the Schedule.

1.4 References to clauses and the Schedule are to the clauses of and the Schedule to this agreement.

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1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other

genders.

1.7 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their

respective personal representatives, successors and permitted assigns, and references to any party

shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted

from time to time.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time

to time.

1.10 A reference to writing or written includes fax but not email.

1.11 Any words following the terms including, include, in particular, for example or any similar expression

shall be construed as illustrative and shall not limit the sense of the words, description, definition,

phrase or term preceding those terms.

2 **ASSIGNMENT** 

2.1 Pursuant to and for the consideration set out in the Main Agreement (the sufficiency and receipt of

which is hereby acknowledged by the parties), the Sellers hereby assign to the Buyer absolutely all its

right, title and interest in and to the Business Intellectual Property Rights (including the registered trade

marks (the "Trade Marks"), the unregistered trade mark (the "Unregistered Mark"), the domain

names (the "TPG Domain Names"), the social media platforms ("Social Media Platforms"), the TPG

Moulds and Tooling, as set out in the Schedule to this agreement, and the Goodwill), including:

2.1.1 all statutory and common law rights attaching to the Trade Marks, together with the goodwill

of the business relating to the goods and/or services in respect of which the Trade Marks

are registered or used;

2.1.2 all statutory and common law rights attaching to the Unregistered Mark, together with the

goodwill of the business relating to the goods and/or services in respect of which the

Unregistered Mark is used:

2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain

relief (and to retain any damages recovered) in respect of any infringement, or any other

cause of action arising from ownership, of any of the Business Intellectual Property Rights

whether occurring before, on, or after the date of this agreement; and

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- 2.1.4 ownership and control of the TPG Domain Names and Social Media Platforms.
- 2.2 Insofar as any Business Intellectual Property Rights do not vest in the Buyer automatically by operation of law and/or the assignment under this agreement is ineffective:
  - the Sellers hold legal title in such Business Intellectual Property Rights which do not so vest and/or are not so assigned ("Retained Rights") on trust for the Buyer; and
  - 2.2.2 the Sellers hereby grant to the Buyer a licence to practice and exploit the Retained Rights on the same terms which would apply to the assignment envisaged under this agreement.

### 3 DOMAIN NAME AND SOCIAL MEDIA PLATFORM TRANSFER PROCEDURE

- 3.1 The Sellers shall promptly, following Completion under the Main Agreement (and, in any event, in accordance with any time limits imposed by relevant domain name registries and registrars), complete all such formalities, including:
  - 3.1.1 the provision of TPG Domain Names and Social Media Platforms account details and passwords to the Buyer;
  - 3.1.2 the selection and completion of relevant change of registrant and administrative contact functions relevant to such TPG Domain Names and Social Media Platforms accounts;
  - 3.1.3 the provision of email or other online notice or confirmation notifying the registrar of the transfers to the Buyer;
  - 3.1.4 the changing of webhosts; and
  - 3.1.5 the execution of all documents, papers, forms and authorisations,

as are necessary to perfect the transfer of the TPG Domain Names and Social Media Platforms by registering them in the Buyer's name.

### 4 FURTHER ASSURANCE

- 4.1 The Buyer's sole cost and expense, the Sellers shall, and shall use reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement and vesting the full benefit of the right, title and interest in and to the Business Intellectual Property Rights in the Buyer, including:
  - 4.1.1 registration of the Buyer as proprietor of the Business Intellectual Property Rights; and
  - 4.1.2 assisting the Buyer in obtaining, defending and enforcing the Business Intellectual Property
    Rights and the Goodwill, and assisting with any other proceedings which may be brought

by or against the Buyer against or by any third party relating to the Business Intellectual Property Rights and the Goodwill.

- 4.2 Each of the Sellers appoint the Buyer to be its attorney in their name and on its behalf to execute documents, use the Sellers' names and do all things which are necessary or desirable for the Buyer to obtain for itself or its nominee the full benefit of this agreement.
- 4.3 These powers of attorney are irrevocable and are given by way of security to secure the performance of the Sellers' obligations under this agreement and the proprietary interest of the Buyer in the Business Intellectual Property Rights and so long as such obligations of the Sellers remain undischarged, or the Buyer has such interest, the powers may not be revoked by the Sellers, save with the consent of the Buyer.
- 4.4 Without prejudice to the generality of clause 4.2, the Buyer may, in any way it thinks fit and in the name and on behalf of the Sellers:
  - 4.4.1 take any action that this agreement requires the Sellers to take;
  - 4.4.2 exercise any rights which this agreement gives to the Sellers; and
  - 4.4.3 appoint one or more persons to act as substitute attorney(s) for the Sellers and to exercise such of the powers conferred by these powers of attorney as the Buyer thinks fit and revoke such appointment.
- 4.5 The Sellers undertake to ratify and confirm everything that the Buyer and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

### 5 LIABILITY AND RELATED AGREEMENTS

- 5.1 The parties agree and acknowledge that:
  - 5.1.1 this agreement is ancillary to the Main Agreement, and forms part of the wider Transaction; and
  - 5.1.2 should a dispute arise in relation to the Transaction, each party should not sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the other party any action, suit or other proceeding under this agreement in this jurisdiction or any other until it has first exhausted its legal rights and dispute resolution process under the Main Agreement.
- 5.2 Subject to clause 5.1.2, in proceedings for breach of this agreement either party may:
  - 5.2.1 rely on any limit of liability or other term of the Main Agreement; and

5.2.2 raise equivalent rights of defence as it would have under the Main Agreement, had that

party been a party to the Main Agreement.

6 VARIATION AND WAIVER

6.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or

their authorised representatives).

6.2 A waiver of any right or remedy under this agreement or by law is only effective if it is given in writing

and shall not be deemed a waiver of any subsequent right or remedy.

6.3 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law

shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any

further exercise of that or any other right or remedy.

6.4 No single or partial exercise of any right or remedy provided under this agreement or by law shall

prevent or restrict the further exercise of that or any other right or remedy.

7 ENTIRE AGREEMENT

This agreement (together with the documents referred to in it (including the Main Agreement)

constitutes the entire agreement between the parties in relation to the Transaction and supersedes

any previous agreement between the parties in respect of the same.

8 SEVERANCE

8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it

shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this

agreement.

8.2 If any provision or part-provision of this agreement is deemed deleted under clause 8.1 the parties

shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible,

achieves the intended commercial result of the original provision.

9 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999

to enforce any term of this agreement.

10 GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of

or in connection with it or its subject matter or formation shall be governed by and construed in

accordance with the law of England and Wales.

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### 11 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This Deed of Assignment has been entered into on the date stated at the beginning of it.

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# SCHEDULE - BUSINESS INTELLECTUAL PROPERTY RIGHTS

Part 1: Trade Marks

Country N	Mark	Owner	Registration	Filing	Classes	Specification of goods or services
or			Number	Date		
territory						
						bingo game playing equipment; jack straws; puzzles; pinball games;
						toy putty; kites; luminous plastic star shapes which glow in the dark;
						bouncing toys in the nature of inflatable balls with handles that may
						be sat on and ridden; practical joke kits; whoopee cushions;
						practical jokes in the nature of an insect-in-ice, snapping chewing
						gum, and nail-through-finger; magic tricks; card tricks; cups and ball
						tricks; magic tricks using cards and playing cards; spike through
						coin tricks; coin tricks; linking ring tricks; ball escape tricks; levitating
						vase tricks; elusive rings tricks; coin paddle tricks; toy musical
						instruments; toy harmonicas; toy whistles; kits including model kits;
						balloon modelling kits; table tennis kits; toy cameras; games
						compendiums.
						Class 35: Wholesale services and retail services connected with the
						sale of books, notebooks, stationery and printed matter, calendars.
						comic books, drawing instruments, drawing materials, drawing pads,
						pens, pen sets, fountain pens, greeting cards, photograph stands,
						postcards, posters, toys, games, playthings, ball games, board
						games, outdoor games, jewellery, bracelets, chains, charms,
						necklaces, ornaments, rings, brooches, cufflinks, badges, trinkets,
						clocks, watches, crockery including plates, mugs and cups, egg
						cups, electrical and electronic goods including telephones, torches
						and radios, hand tools, garden tools, gardening implements and
						pocket tools, bags including shoulder bags and handbags, clothes,

Country Mark	_	( :::::::::::::::::::::::::::::::::::::	•		0.000	
or			Number	Date		
territory						
						rings, brooches, cufflinks, badges, trinkets, clocks, watches,
						crockery including plates, mugs and cups, egg cups, electrical and
						electronic goods including telephones, torches and radios, hand
						tools, garden tools, gardening implements and pocket tools, bags
						including shoulder bags and handbags, clothes, novelties, practical
						jokes including whoopee cushions, spools incorporating coiled string
						which rewind and return to the hand when thrown, balloon modelling
						kits, glow stars, jacks, pick-up sticks, spring toys, illusion tricks,
						badges.
United RIDL	RIDLEY'S (image)	Wild and	5281795	14	28, 35	Class 28: Toys, games, playthings, outdoor toys, travel games and
States of 3		Wolf		September		novelty toys, namely, board games, playing cards and card games,
America		(Holdings)		2015		jacks, pick-up-sticks, marbles, marbles for games, dominoes, yo-
		Limited				yos, balls for juggling, games of tiddlywinks, spring toys, ring games
						(quoits), toy building blocks, bubble making wand and solution sets,
						bingo game playing equipment, jack straws, puzzles, metal puzzles,
						pinball games, balance games in the nature of balancing an object
						on a string that is connected to a pair of sticks, toy putty, kites, and
						bouncing toys in the nature of inflatable round balls with handles
						that may be sat on and ridden; dice games; bouncy balls; juggling
						balls; juggling clubs; juggling sticks; juggling equipment, namely,
						diablo; juggling equipment, namely, devil sticks; circus performance
						kits comprising two or more of juggling balls, juggling clubs, juggling
						nticks enigning plates and diables placing pards pard games to

or territory	Walk	CWIIG	Number	Date	CIASSES	Specification of goods of services
territory						
						kits, glow stars, jacks, pick-up sticks, spring toys, illusion tricks, badges.
Australia	RIDI FY'S (word)	Wild	Application no	<u> </u>	28 35	Class 28: Toys and games including outdoor toys and games: travel
		Wolf	2048230	November		games; novelties; practical jokes including whoopee cushions;
		(Holdings)		2019		magic tricks; card tricks; toy musical instruments including toy
		Limited				harmonicas; kits including model kits; toy cameras; games
						compendiums, all included in Class 28.
						Class 35: Wholesale services and retail services connected with the
						sale of books, notebooks, stationery and printed matter, calendars,
						comic books, drawing instruments, drawing materials, drawing pads,
						pens, pen sets, fountain pens, greeting cards, photograph stands,
						postcards, posters, toys, games, ball games, board games, outdoor
						games, jewellery, bracelets, chains, charms, necklaces, ornaments,
						rings, brooches, cufflinks, badges, trinkets, clocks, watches,
						crockery including plates, mugs and cups, egg cups, electrical and
						electronic goods namely telephones, torches and radios, hand tools,
						garden tools, gardening implements and pocket tools, bags
						including shoulder bags and handbags, clothes; electronic shopping
						retail services connected with the sale of books, notebooks,
						stationery and printed matter, calendars, comic books, drawing
						instruments, drawing materials, drawing pads, pens, pen sets,
						fountain pens, greeting cards, photograph stands, postcards,

Country	Mark	Owner	Registration	Filing	Classes	Specification of goods or services
or			Number	Date		
territory						
						hand when thrown, balloon modelling kit, glow stars, jacks, pick-up
						sticks, springy, illusion tricks, badges.
United	RIDLEY'S (word)	Wild and	UK00003107631	7 May	28, 35	Class 28: Toys and games including outdoor toys and games; travel
Kingdom		Wolf		2015		games; novelties; practical jokes including whoopee cushions;
		(Holdings)				magic tricks; card tricks; toy musical instruments including toy
		Limited				harmonicas; kits including model kits; toy cameras; games
						compendiums, all included in Class 28.
						Class 35: Wholesale services and retail services connected with the
						sale of books, notebooks, stationery and printed matter, calendars,
						comic books, drawing instruments, drawing materials, drawing pads,
						pens, pen sets, fountain pens, greeting cards, photograph stands,
						postcards, posters, toys, games, ball games, board games, outdoor
						games, jewellery, bracelets, chains, charms, necklaces, ornaments,
						rings, brooches, cufflinks, badges, trinkets, clocks, watches,
						crockery including plates, mugs and cups, egg cups, electrical and
						electronic goods namely telephones, torches and radios, hand tools,
						garden tools, gardening implements and pocket tools, bags
						including shoulder bags and handbags, clothes; electronic shopping
						retail services connected with the sale of books, notebooks,
						stationery and printed matter, calendars, comic books, drawing
						instruments, drawing materials, drawing pads, pens, pen sets,
						fountain pens, greeting cards, photograph stands, postcards,

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or Mark	<u></u>	Owner	Registration Number	Date	Classes	Specification of goods or services
territory						
						posters, toys, games, ball games, board games, outdoor games,
						jewellery, bracelets, chains, charms, necklaces, ornaments, rings,
						brooches, cufflinks, badges, trinkets, clocks, watches, crockery
						including plates, mugs and cups, egg cups, electrical and electronic
						goods namely telephones, torches and radios, hand tools, garden
						tools, gardening implements and pocket tools, bags including
						shoulder bags and handbags, clothes, novelty gifts including
						practical jokes including whoopee cushions, spools incorporating
						coiled string which rewind and return to the hand when thrown,
						balloon modelling kit, glow stars, jacks, pick-up sticks, springy,
						illusion tricks, badges; the bringing together for the benefit of others
						of a variety of books, notebooks, stationery and printed matter,
						calendars, comic books, drawing instruments, drawing materials,
						drawing pads, pens, pen sets, fountain pens, greeting cards,
						photograph stands, postcards, posters, toys, games, ball games,
						board games, outdoor games, jewellery, bracelets, chains, charms,
						necklaces, ornaments, rings, brooches, cufflinks, badges, trinkets,
						clocks, watches, crockery including plates, mugs and cups, egg
						cups, electrical and electronic goods namely telephones, torches
						and radios, hand tools, garden tools, gardening implements and
						pocket tools, bags including shoulder bags and handbags, clothes,
						novelty gifts including practical jokes including whoopee cushions,
						spools incorporating coiled string which rewind and return to the

>		<b>&gt;</b>	J	1	<b>3</b>	
or		9	Number	Date		
territory						
						nand when thrown, balloon modelling kit, glow stars, Jacks, pick-up
						sticks, springy, illusion tricks, badges.
United	RIDLEY'S (word)	Wild and	5281794	14	28, 35	Class 28: Toys, games, playthings, outdoor toys, travel games and
States of		Wolf		September		novelty toys, namely, board games, playing cards and card games,
America		(Holdings)		2015		jacks, pick-up-sticks, marbles, marbles for games, dominoes, yo-
		Limited				yos, balls for juggling, games of tiddlywinks, spring toys, ring games
						(quoits), toy building blocks, bubble making wand and solution sets,
						bingo game playing equipment, jack straws, puzzles, metal puzzles,
						pinball games, balance games in the nature of balancing an object
						on a string that is connected to a pair of sticks, toy putty, kites, and
						bouncing toys in the nature of inflatable round balls with handles
						that may be sat on and ridden; dice games; bouncy balls; juggling
						balls; juggling clubs; juggling sticks; juggling equipment, namely,
						diablo; juggling equipment, namely, devil sticks; circus performance
						kits comprising two or more of juggling balls, juggling clubs, juggling
						sticks, spinning plates and diablo; playing cards; card games; toy
						luminous plastic star shapes which glow in the dark; bouncing toys
						in the nature of inflatable balls with handles that may be sat on and
						ridden; practical joke kits comprising snapping chewing gum, a
						whoopie cushion, Nail Through Finger, and Insect in Ice; whoopee
						cushions; novelty toy items being practical jokes in the nature of an
						insect-in-ice, snapping chewing gum, and nail-through-finger; magic
						tricks; card magic tricks; magic cards; cups and ball magic tricks;

Country	Mark	Owner	Registration	Filing	Classes	Specification of goods or services
Q			Number	Date		
territory						
						photograph stands, postcards, posters, toys, games, playthings, ball
						games, board games, outdoor games, jewellery, bracelets, chains,
						charms, necklaces, ornaments, rings, brooches, cufflinks, badges,
						trinkets, clocks, watches, crockery including plates, mugs and cups,
						egg cups, electrical and electronic goods including telephones,
						torches and radios, hand tools, garden tools, gardening implements
						and pocket tools, bags including shoulder bags and handbags,
						clothes, novelties, practical jokes including whoopee cushions,
						spools incorporating coiled string which rewind and return to the
						hand when thrown, balloon modelling kits, glow stars, jacks, pick-up
						sticks, spring toys, illusion tricks, badges; The bringing together for
						the benefit of others of a variety of goods, enabling customers to
						conveniently view and purchase those goods in the field of books,
						notebooks, stationery and printed matter, calendars, comic books,
						drawing instruments, drawing materials, drawing pads, pens, pen
						sets, fountain pens, greeting cards, photograph stands, postcards,
						posters, toys, games, playthings, ball games, board games, outdoor
						games, jewellery, bracelets, chains, charms, necklaces, ornaments,
						rings, brooches, cufflinks, badges, trinkets, clocks, watches,
						crockery including plates, mugs and cups, egg cups, electrical and
						electronic goods including telephones, torches and radios, hand
						tools, garden tools, gardening implements and pocket tools, bags
						including shoulder bags and handbags, clothes, novelties, practical
						jokes including whoopee cushions, spools incorporating coiled string

Country	Mark	Owner	Registration	Filing	Classes	Specification of goods or services
Q.			Number	Date		
territory						
						model kits; toy cameras; games compendiums; all of the foregoing
						being included in class 28.
Hong	RIDLEY'S HOUSE	Wild and	303108771	21 August	28	Class 28: Toys and games including outdoor toys and games; travel
Kong	OF NOVELTIES	Wolf		2014		games; novelties; practical jokes including whoopee cushions;
	(word)	(Holdings)				magic tricks; card magic tricks; toy musical instruments including toy
		Limited				harmonicas; toy kits including toy model kits; toy cameras; games
						compendiums, all included in Class 26.
United	RIDLEY'S HOUSE	Wild and	3915616	17	28	Class 28: Toys and games including outdoor toys and games,
States of	OF NOVELTIES	Wolf		September		namely, [toy flashlights;] travel games, namely, table top quoits,
America	(word)	(Holdings)		2009		miniature chess games; novelties, namely, spring toys, yo-yos, ping
		Limited				pong games; practical jokes, namely, whoopee cushions; magic
						tricks; card tricks; toy musical instruments including toy harmonicas;
						kits, namely, practical joke kits including a collection of practical joke
						materials in the nature of whoopee cushions, fake finger injuries, [
						hand buzzers, ] fake ice cubes and chewing gum that snaps in the
						users mouth when chewed, and magic trick kits including a
						collection of magic tricks; scale model airplane kits; toy cameras;
						games compendiums, namely, board games compendiums.

Country	Mark	Owner	Registration	Filing	Classes	Specification of goods or services
Q			Number	Date		
territory						
United	LUCKY LAD	Wild and	UK00003059547	12 June	28	Class 28: Toys and games including outdoor toys and games; travel
Kingdom		Wolf		2014		games namely travel board games; practical jokes including
	LUCKYLAD	(Holdings)				whoopee cushions; magic tricks; card tricks; toy musical instruments
	(series of 2. image)	Limited				including toy harmonicas; kits namely toy model building kits, toy pin
						hole camera kits and balloon modelling kits; toy cameras; games
						compendiums; all included in Class 28.
United	LUCKY LAD (word)	Wild and	4995753	13 August	28	Class 28: Toys and games including outdoor toys and travel games,
States of		Wolf		2014		namely, playing cards and card games, jacks, pick-up-sticks,
America		(Holdings)				marbles, marbles for games, dominos, yo-yos, balls for juggling,
		Limited				tiddlywinks, spring toys, ring games quoits, toy building blocks,
						bubble making wand and solution sets, bingo game playing
						equipment, jack straws, puzzles, pinball games, and balance games
						in the nature of a balancing an object on a string that is connected to
						a pair of sticks; novelties, namely, toy putty, kites, luminous plastic
						star shapes which glow in the dark, and bouncing toys in the nature
						of inflatable round balls with handles that may be sat on and ridden
						by children; practical jokes in the nature of whoopee cushions,
						insect-in-ice, snapping chewing gum, and nail-through-finger; magic
						tricks, namely, cups and ball tricks, magic tricks using cards and
						playing cards, spike through coin tricks, coin base tricks, linking ring
						tricks, ball escape trick, levitating vase trick, elusive rings trick, and
						the coin paddle tricks; toy musical instruments, namely, toy
						harmonicas and toy whistles; kits including model kits, namely,

territory  Canada FLYING CIR (word)	Owner		Registration	Filing	Classes	Specification of goods or services
FLYING (word)		z	Number	Date		
FLYING (word)						
FLYING (word)	_					balloon modelling kits containing balloons for forming into balloon
FLYING (word)						figures, stickers for the figures and instructions; Table tennis kits,
FLYING (word)						namely, kits containing table tennis paddles, table tennis balls and a
FLYING (word)						table tennis net; toy cameras; games compendiums, namely,
FLYING (word)						playing cards, jacks, pick-up-sticks, marbles, marbles for games,
FLYING (word)						dominos and yo-yos sold together as a unit, and game
FLYING (word)						compendiums, namely, chess games, backgammon sets and
FLYING (word)						
(word)	CIRCUS   Wild	and TI	TMA1003916	15 August	16, 28	Class 16: Linadina halle: iliadina clibe: circlie devil etick: circlie
	Wolf				•	Class To. Jugging bans, Jugging Clabs, circus devil since, circus
	(Holdings)	ings)		2014	,	diabolo; circus performance kits namely a circus kit consisting of
	Limited	<u>ă</u>		2014	,	diabolo; circus performance kits namely a circus kit consisting of circus diabolos, juggling balls and sets of spinning plates sold in
				2014	,	diabolo; circus performance kits namely a circus kit consisting of circus diabolos, juggling balls and sets of spinning plates sold in combination; toys and games, namely, outdoor toys and games,
			-	2014	,	diabolo; circus performance kits namely a circus kit consisting of circus diabolos, juggling balls and sets of spinning plates sold in combination; toys and games, namely, outdoor toys and games, namely, kites, action skill games, target games, action target games,
		_		2014	,	diabolo; circus performance kits namely a circus kit consisting of circus diabolos, juggling balls and sets of spinning plates sold in combination; toys and games, namely, outdoor toys and games, namely, kites, action skill games, target games, action target games, horseshoe games, basketballs, basketball goals, soccer balls,
				2014	,	diabolo; circus performance kits namely a circus kit consisting of circus diabolos, juggling balls and sets of spinning plates sold in combination; toys and games, namely, outdoor toys and games, namely, kites, action skill games, target games, action target games, horseshoe games, basketballs, basketball goals, soccer balls, soccer goals, footballs, volleyballs, badminton rackets, badminton
				2014	,	diabolo; circus performance kits namely a circus kit consisting of circus diabolos, juggling balls and sets of spinning plates sold in combination; toys and games, namely, outdoor toys and games, namely, kites, action skill games, target games, action target games, horseshoe games, basketballs, basketball goals, soccer balls, soccer goals, footballs, volleyballs, badminton rackets, badminton shuttlecocks, croquet sets, bocce balls, and tennis balls; travel
				2014	,	diabolo; circus performance kits namely a circus kit consisting of circus diabolos, juggling balls and sets of spinning plates sold in combination; toys and games, namely, outdoor toys and games, namely, kites, action skill games, target games, action target games, horseshoe games, basketballs, basketball goals, soccer balls, soccer goals, footballs, volleyballs, badminton rackets, badminton shuttlecocks, croquet sets, bocce balls, and tennis balls; travel games; novelties namely toy putty, bouncing toys in the nature of
				2014	,	diabolo; circus performance kits namely a circus kit consisting of circus diabolos, juggling balls and sets of spinning plates sold in combination; toys and games, namely, outdoor toys and games, namely, kites, action skill games, target games, action target games, horseshoe games, basketballs, basketball goals, soccer balls, soccer goals, footballs, volleyballs, badminton rackets, badminton shuttlecocks, croquet sets, bocce balls, and tennis balls; travel games; novelties namely toy putty, bouncing toys in the nature of inflatable round balls with handles that may be sat on and ridden,
				2014	,	diabolo; circus performance kits namely a circus kit consisting of circus diabolos, juggling balls and sets of spinning plates sold in combination; toys and games, namely, outdoor toys and games, namely, kites, action skill games, target games, action target games, horseshoe games, basketballs, basketball goals, soccer balls, soccer goals, footballs, volleyballs, badminton rackets, badminton shuttlecocks, croquet sets, bocce balls, and tennis balls; travel games; novelties namely toy putty, bouncing toys in the nature of inflatable round balls with handles that may be sat on and ridden, novelty buttons, novelty hats, novelty pins, and novelty face masks;
				2014	,	diabolo; circus performance kits namely a circus kit consisting of circus diabolos, juggling balls and sets of spinning plates sold in combination; toys and games, namely, outdoor toys and games, namely, kites, action skill games, target games, action target games, horseshoe games, basketballs, basketball goals, soccer balls, soccer goals, footballs, volleyballs, badminton rackets, badminton shuttlecocks, croquet sets, bocce balls, and tennis balls; travel games; novelties namely toy putty, bouncing toys in the nature of inflatable round balls with handles that may be sat on and ridden, novelty buttons, novelty hats, novelty pins, and novelty face masks; party novelties, namely paper party decorations, paper party hats,
				2014		diabolo; circus performance kits namely a circus kit consisting of circus diabolos, juggling balls and sets of spinning plates sold in combination; toys and games, namely, outdoor toys and games, namely, kites, action skill games, target games, action target games, horseshoe games, basketballs, basketball goals, soccer balls, soccer goals, footballs, volleyballs, badminton rackets, badminton shuttlecocks, croquet sets, bocce balls, and tennis balls; travel games; novelties namely toy putty, bouncing toys in the nature of inflatable round balls with handles that may be sat on and ridden, novelty buttons, novelty hats, novelty pins, and novelty face masks; party salloons, party favours, party games, napkins, paper napkins,
				2014		diabolo; circus performance kits namely a circus devirsion, circus diabolo; circus performance kits namely a circus kit consisting of circus diabolos, juggling balls and sets of spinning plates sold in combination; toys and games, namely, outdoor toys and games, namely, kites, action skill games, target games, action target games, horseshoe games, basketballs, basketball goals, soccer balls, soccer goals, footballs, volleyballs, badminton rackets, badminton shuttlecocks, croquet sets, bocce balls, and tennis balls; travel games; novelties namely toy putty, bouncing toys in the nature of inflatable round balls with handles that may be sat on and ridden, novelty buttons, novelty hats, novelty pins, and novelty face masks; party novelties, namely paper party decorations, paper party hats, party balloons, party favours, party games, napkins, paper napkins, and party hats; practical jokes, namely, whoopee cushions; magic

Class 28: Juggling balls; juggling clubs; circus devil stick; circus diablo; circus performance kits comprising two or more of the foregoing; toys and games including outdoor toys and games including table tennis and space hoppers; travel games including	June 28	2014	UK00003058476	olf and	CIRCUS Wild	(word)	United Kingdom
facilitate the performance of tricks using playing cards; toy musical instruments, namely, toy harmonicas; toy cameras; games compendiums.							
diabolo; circus performance kits namely a circus kit consisting of circus diabolos and juggling balls; travel games; novelties namely, bouncing toys in the nature of inflatable round balls with handles that may be sat on and ridden, practical jokes, namely, whoopee cushions; magic trick accessories, namely children's toys in the form							
performance of tricks using playing cards; toy musical instruments, namely, toy harmonicas; toy model kits; toy cameras; games compendiums being two or more of playing cards, jacks, pick-upsticks, marbles, marbles for games, dominos and return tops sold together as a unit; games compendiums being two or more of chess games, backgammon sets, checker sets, and poker sets sold together as a unit.							
card trick accessories namely kits designed to facilitate the							territory
Specification of goods or services	Classes	Filing Date	Registration Number	Owner	Q	Mark	Country

Country	Mark	Owner	Registration	Filing	Classes	Specification of goods or services
territory						
						coin paddle tricks; toy musical instruments including toy harmonicas; kits including model kits, namely, balloon modelling kits containing
						balloons for forming into balloon figures, stickers for the figures and
						instructions; Table tennis kits, namely, kits containing table tennis paddles, table tennis balls and a table tennis [ ne ] * net *; toy
						cameras; games compendiums, namely, playing cards, jacks, pick-
						together as a unit, and game compendiums, namely, chess games,
						backgammon sets and checker sets, sold together as a unit.
United	ZOLTARS ARCADE	Wild and	UK00003051389	14 April	28	Class 28: Travel games; gifts and novelties, namely marbles (in a
Kingdom		Wolf		2014		bag), playing cards, linking rings tricks, table top quoits, stacking
	ZOLTAR'S ARCADE	(Holdings)				blocks, hacks, pick up sticks, diabolo, juggling balls, spools
	ZOLTAR'S ARCADE	Limited				incorporating coiled string which rewind and return to the hand when thrown: practical lokes including whoopee cushions: magic tricks:
	(series of 2, image)					card tricks; toy musical instruments including toy harmonicas; kits
						including model kits; toy cameras; games compendiums, all
						included in Class 28.
China	C D D	Wild and	25157108A	5 July	16	Class 16: Paper and cardboard; printed matter; bookbinding
	(image)	Wolf Inc		2017		material; photographs; stationery and office requisites, except
	(IIIIage)					furniture; adhesives for stationery or household purposes; drawing
						materials and materials for artists; paintbrushes; instructional and

China  China  United  Kingdom  petitrollage  (series of 2, image)  Numt  Wolf Inc  Wolf Inc  Wolf Inc  Wolf Inc	Registration	Filing	Classes	Specification of goods or services
wild and (image)  Wild and Wolf Inc  petitcollage (series of 2, image)	Number	Date		
(image)  Wild and Wolf Inc  petitcollage  (series of 2, image)				
wild and wolf Inc (image)  Wolf Inc petitcollage (series of 2, image)				
(image)  Wild and Wolf Inc  petitcollage  (series of 2, image)				teaching materials; plastic sheets, films and bags for wrapping and
Wild and (image)  Wolf Inc petitcollage (series of 2, image)				packaging; printers' type, printing blocks.
Wild and (image)  Wolf Inc  Petitcollage (series of 2, image)				
(image)  Wolf Inc  petitollage (series of 2, image)	Application no.	> >:-	28	Class 28: 2800-Active toy, Complete set of movable toys,
(series of 2, image)  Wolf and Wolf Inc	30349060	April April		Handmade toys , Handmade toys2801-portable games with liquid
Wolf and Wolf Inc petitcollage (series of 2, image)		2018		crystal displays, apparatus for games, games*, video game
Wolf and Wolf Inc petitcollage (series of 2, image)				machines2802-jigsaw puzzles , rattles [playthings] , masks
wolf Inc petitcollage (series of 2, image)				[playthings], confetti, Toys, Telecontrol toy car, Toy UAV, smart
wolf and wolf Inc petitcollage (series of 2, image)				toy , play balloons.
petitcollage (series of 2, image)	UK00003223164	05 April	16, 28	Class 16: Paper; cardboard; paper crafts materials; papier mâché;
petitco⊪age (series of 2, image)		2017		tissue paper; craft paper; crepe paper; tubes (cardboard); books;
(series of 2, image)				colouring books; instructional and teaching materials; stationery
(School E, mayor				sets; articles for drawing; articles for use in writing; colour pens; felt-
				tip pens; glitter pens; crayons; colour pencils; painting sets; paint
				brushes; glue and glue pens for stationery; adhesives for stationery;
				posters; adhesive tapes; adhesive labels and stickers; artists'
				materials; artists modelling materials; craft materials; printer's type;
				printing blocks; printing stamps; bows; decorations; stencils; flash
				cards; growth charts; printed matter; printed publications; kits
				consisting of or containing two or more of the aforesaid items, or a
				combination of elements in which one or more of the aforesaid items
		_		
				predominates.

Country	Mark	Owner	Registration	Filing	Classes	Specification of goods or services
q			Number	Date		
territory						
						Class 28: Toys, games and playthings; jigsaw puzzles; toy mobiles;
						activity sets; craft toys; craft sets; balloons; confetti; electronic
						games and toys.
Australia	PETITCOLLAGE	Wild and	1842079	3 May	16, 28	Class 16: Paper; cardboard; paper crafts materials; papier mache;
	(word)	Wolf Inc		2017		tissue paper; craft paper; crepe paper; tubes (cardboard); books;
						colouring books; instructional and teaching materials; stationery
						sets; articles for drawing; articles for use in writing; colour pens; felt-
						tip pens; glitter pens; crayons; colour pencils; painting sets; paint
						brushes; glue and glue pens for stationery; adhesives for stationery;
						posters; adhesive tapes; adhesive labels and stickers; artists'
						materials; artists modelling materials; craft materials; printer's type;
						printing blocks; printing stamps; bows; decorations; stencils; flash
						cards; growth charts; printed matter; printed publications; kits
						consisting of or containing two or more of the aforesaid items, or a
						combination of elements in which one or more of the aforesaid items
						predominates; all of the foregoing being for, or for use with, infants
						and children; none of the foregoing being in the field of electronics
						or in relation to electronics.
						Class 28: Toys, games and playthings; jigsaw puzzles; toy mobiles;
						activity sets; craft toys; craft sets; balloons; confetti; electronic
						games and toys.

# Part 2: Unregistered Mark

Unregistered Trade Mark	Owner
Games Room	Wild and Wolf Inc

237663943 v2

Part 3: TPG Domain Names

Registry	Domain Name	Expiration Date	Owner
1&1	ridleys-toys.com	20/04/2021	Wild and Wolf Limited
1&1	ridleysus.com	13/09/2021	Wild and Wolf Limited
1&1	ridleystoys.co.uk	20/04/2021	Wild and Wolf Limited
1&1	ridleys-toys.co.uk	20/04/2021	Wild and Wolf Limited
Go Daddy	avocadosmash.co	09/04/2021	Wild and Wolf Limited
Go Daddy	avocadosmash.co.uk	09/04/2022	Wild and Wolf Limited
Go Daddy	avocadosmash.com	22/08/2021	Wild and Wolf Limited
Go Daddy	avocadosmash.info	09/04/2022	Wild and Wolf Limited
Go Daddy	avocadosmash.net	09/04/2022	Wild and Wolf Limited
Go Daddy	avocadosmash.org	09/04/2022	Wild and Wolf Limited
Go Daddy	petitcollage.at	20/10/2021	Wild and Wolf Limited
Go Daddy	petitcollage.be	11/11/2020	Wild and Wolf Limited
Go Daddy	petitcollage.co.uk	30/09/2024	Wild and Wolf Limited
Go Daddy	petitcollage.com	10/09/2021	Wild and Wolf Limited
Go Daddy	petitcollage.de	11/11/2020	Wild and Wolf Limited
Go Daddy	petitcollage.fr	01/10/2021	Wild and Wolf Limited
Go Daddy	petitcollage.it	01/10/2021	Wild and Wolf Limited
Go Daddy	petitcollage.nl	12/11/2020	Wild and Wolf Limited
Go Daddy	petitcollage.se	30/09/2021	Wild and Wolf Limited
Go Daddy	petitecollage.com	12/07/2022	Wild and Wolf Limited
Go Daddy	ridleysgames.co.uk	16/10/2021	Wild and Wolf Limited

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Go Daddy	ridleysgames.com	16/10/2021	Wild and Wolf Limited
Go Daddy	ridleysgames.com.au	19/10/2021	Wild and Wolf Limited
Go Daddy	ridleysgames.eu	17/10/2021	Wild and Wolf Limited
Go Daddy	ridleysgames.info	16/10/2021	Wild and Wolf Limited
Go Daddy	ridleysgames.net	16/10/2021	Wild and Wolf Limited
Go Daddy	ridleysgames.org	16/10/2021	Wild and Wolf Limited
Marcaria	petitcollage.cn	20/10/2021	Wild and Wolf Inc
Marcaria	petitcollage.cn.com	20/10/2021	Wild and Wolf Inc
Marcaria	petitcollage.co.at	16/10/2021	Wild and Wolf Inc
Marcaria	petitcollage.com.ar	15/10/2021	Wild and Wolf Inc
Marcaria	petitcollage.dk	25/10/2021	Wild and Wolf Inc
Marcaria	petitcollage.fi	21/10/2021	Wild and Wolf Inc
Marcaria	petitcollage.gr	21/10/2021	Wild and Wolf Inc
Marcaria	petitcollage.gr.jp	24/10/2021	Wild and Wolf Inc
Marcaria	petitcollage.hk	20/10/2021	Wild and Wolf Inc
Marcaria	petitcollage.hk.com	20/10/2021	Wild and Wolf Inc
Marcaria	petitcollage.jpn.com	20/10/2021	Wild and Wolf Inc
Marcaria	petitcollage.kr	20/10/2021	Wild and Wolf Inc
Marcaria	petitcollage.no	25/09/2021	Wild and Wolf Inc
Marcaria	petitcollage.sg	20/10/2021	Wild and Wolf Inc

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Part 4: Social Media Platforms

Social Media Platform	Brand
Instagram	Ridley's Games
Twitter	Ridley's Games
Board Game Geek	Ridley's Games
Facebook	Ridley's Games
Instagram	Petit Collage
Twitter	Petit Collage
YouTube	Petit Collage
Facebook	Petit Collage

# Part 5: TPG Moulds and Tooling

Product Code	Description	Supplier
GME001	Avocado Smash	Combuy Asia
GME021	Peach Snaps	Combuy Asia
GME024	Gin Lovers Playing Cards	Danyang Hengya
GME027	Cocktail Party	Danyang Hengya
GME039	Donut Lovers Playing Cards	Danyang Hengya
GME042	Pumpkin Smash	Wonder Way Industrial
GME053	Vinyl Record Dominoes	Danyang Hengya
GME059	Lucky Cat Game	Combuy Asia
QUZ006	1980s Trivia Tape Quiz	Danyang Hengya
QUZ007	1990s Trivia Tape Quiz	
QUZ008	2000s Trivia Tape Quiz	
QUZ009	Greatest Hits Trivia Tape Quiz	

Note - the QUZ items all use the same tool

	DocuSigned by:
	Gavin Jones
EXECUTED and delivered as a DEED	6DEACE28849D4G3
by WILD AND WOLF (HOLDINGS) LIMITED	Director
acting by Gavin Jones and Paul Taylor:	
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	Paul Taylor
	CAM GASA13D7993E4A7
	Director/secretary
	، DocuSigned by:
	Gavin Jones
EXECUTED and delivered as a DEED	6DEACE2B349D4C3.:
by WILD AND WOLF LIMITED	Director
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acting by Gavin Jones and Paul Taylor:	DocuSigned by:
	Paul Taylor
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	Director/secretary
	DocuSigned by:
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by WILD AND WOLF INC acting by Gavin Jones and Paul Taylor:	Gavin Jones  6DEACE288498463  Authorised signatory  Docusigned by:  Paul Taylor  0A6A13D7998E4A7  Authorised signatory
by WILD AND WOLF INC	Gavin Jones  6DEACE288498463  Authorised signatory  Docusigned by:  Paul Taylor  0A6A13D7998E4A7  Authorised signatory
by WILD AND WOLF INC acting by Gavin Jones and Paul Taylor:  EXECUTED and delivered as a DEED	Gavin Jones  Gavin Jones  Authorised signatory  Docusigned by:  Paul Taylor  Authorised signatory  Authorised signatory
by WILD AND WOLF INC acting by Gavin Jones and Paul Taylor:	Gavin Jones 6DEACE28849B463  Authorised signatory  Docusigned by: Paul Taylor 0A6A13B7998E4A7  Authorised signatory
by WILD AND WOLF INC acting by Gavin Jones and Paul Taylor:  EXECUTED and delivered as a DEED	Authorised signatory  DocuSigned by:  Paul Taylor  OASA13B7998E4A7:  Authorised signatory  Authorised signatory
by WILD AND WOLF INC acting by Gavin Jones and Paul Taylor:  EXECUTED and delivered as a DEED  By CHRONICLE BOOKS LLC	Authorised signatory  Docusigned by:  Paul Taylor  OABA1307998E4A7  Authorised signatory  Authorised signatory  Docusigned by:  OABA1307998E4A7
by WILD AND WOLF INC acting by Gavin Jones and Paul Taylor:  EXECUTED and delivered as a DEED	Authorised signatory  DocuSigned by:  Faul Taylor  OA5A13B7998E4A7  Authorised signatory  Authorised signatory

**Authorised signatory** 

**RECORDED: 12/30/2020**