

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tovah Sellner		07/17/2011	INDIVIDUAL: UNITED STATES
Sellner Manufacturing Company		07/17/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	J&S Rides, Land & Equipment, LLC		
Street Address:	P.O. Box 638		
City:	Plainview		
State/Country:	TEXAS		
Postal Code:	79073-0638		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1939730	TILT-A-WHIRL	
Registration Number:	0221910	TILT-A-WHIRL	
CORRESPONDENCE DATA			
Fax Number:	(612)332-1780		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	612-332-8200		
Email:	ptomail@mhiplaw.com		
Correspondent Name:	Moore & Hansen, PLLP		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Suite 4850		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	J26-001-01-00		
NAME OF SUBMITTER:	Terry L. Donovan		
Signature:	/Terry L. Donovan/		

TRADEMARK

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Date:	08/22/2011
Total Attachments: 3 source=Sellner_Assignment#page1.tif source=Sellner_Assignment#page2.tif source=Sellner_Assignment#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 17 day of July, 2011 by and between Sellner Manufacturing Company and Tovah Sellner (hereinafter collectively referred to as the "Assignor") and J&S Rides, Land & Equipment, LLC (the "Assignee").

WHEREAS, the Assignor, is the owner of the trademarks as defined in Exhibit A hereto, and incorporated herein by reference, (the "Trademarks"), together with the goodwill of the business symbolized thereby in connection with the goods on which the Trademarks are used;

WHEREAS, the Assignor desires to convey, transfer, assign, and deliver to Assignee, all of its rights, title, and interest in and to the Trademarks;

NOW, THEREFORE, in the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, and delivers to Assignee, all of Assignor's right, title, and interest if whatever kind and nature in and to the Trademarks, together with:

- (1) The goodwill of the business relating to the products on which the Trademarks are used and for which they are registered;
- (2) Any income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including, without limitation, damages or payments for past or future infringements and/or misappropriations of the Trademarks; and
- (3) All rights to sue for any past, present, or future infringements or misappropriations of the Trademarks.

Assignor further covenants and agrees to execute any further documents, papers, forms, authorizations, and take any other actions that may be necessary for securing, completing, or vesting full right, title, and interest in the trademarks.

1. Fees

Any fees incurred in the registration for the change of the registered owner of the Trademarks shall be undertaken by the Assignee.

3. Representations and Warranties

The Assignor hereby represents and warrants as follows:

- (a) The Assignor has the exclusive ownership of the Trademarks and no rights or equity of any third party is prejudiced due to the use of the Trademarks;

- (b) There is no litigation or any other dispute arising from or relating to the Trademarks;
- (c) After completion of the Assignment contemplated herein, the Assignor will not engage in any action detrimental to the validity of the Trademarks.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

Assignor:

Tovah M Sellner
Tovah Sellner

Assignor:

SELLNER MANUFACTURING COMPANY

By: Tovah M Sellner

Print: Tovah M Sellner

Title: CEO

Assignee:

J&S RIDES LAND & EQUIPMENT, LLC

By: Jeff Novotny

Print: JEFF NOVOTNY

Title: PRESIDENT

EXHIBIT A

<u>Trademark</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Expiration Date</u>
Tilt-A-Whirl	74604163	1939730	04/17/2016
Tilt-A-Whirl	71235498	0221910	02/22/2017
Barrel of Fun	74132258	1698444	06/30/2012
Bear Affair	76441938	2014455	N/A
Berry Go Round	74551277	1932805	03/16/2016
Electric "7" Drive	74086097	1658021	09/24/2011
Pumpkin Patch	75293810	2139273	N/A
Dizzy Dragons	75293808	2203311	N/A
Spin the Apple	74308335	1763029	04/06/2013
Monkey Mayhem	75913812	2474517	07/31/2011
Happy Pond	76152485	2496248	N/A
Turtle Race	75427300	2430225	N/A
Jumping Jumbos	75573329	2471982	N/A
Bumble Bee Bop	76242678	2678878	N/A
Bumble Bee Bop	75573330	N/A	N/A
Star Command	76489519	2955364	05/24/2015
Windjammer	75115594	2096081	N/A
Jalopy Junction	76337570	2730359	N/A
Rainbow Rock	75112776	2209447	N/A
SELLNER	74632304	2046994	N/A
Anchors Away	74320517	1874745	N/A