

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
Jumpin' Jacks Playland, LLC		07/16/2013	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Fun Again Ventures, LLC		
Street Address:	8574 Baltimore-Phillipsburg Road		
City:	Brookville		
State/Country:	OHIO		
Postal Code:	45309		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3742560	JUMPIN' JACKS PLAYLAND	
CORRESPONDENCE DATA			
Fax Number:	5136985079		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5136985078		
Email:	mburchfield@ulmer.com		
Correspondent Name:	Michael A. Marrero		
Address Line 1:	600 Vine Street		
Address Line 2:	Suite 2800		
Address Line 4:	Cincinnati, OHIO 45202-2409		
ATTORNEY DOCKET NUMBER:	39416-00 - JUMPIN' JACKS		
NAME OF SUBMITTER:	Michael A. Marrero		
Signature:	/Michael A. Marrero/		

OP \$40.00 3742560

Date:

07/17/2013

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is executed effective the 16th day of July, 2013, by JUMPIN' JACKS PLAYLAND, LLC, a Georgia limited liability company with an address of 325 Henderson Parkway, Alpharetta, Georgia 30004 ("Jumpin' Jacks"), and Fun Again Ventures, LLC, an Ohio limited liability company with an address of 8574 Baltimore-Phillipsburg Road, Brookville, Ohio 45309 ("Buyer").

R E C I T A L S

- A. Jumpin' Jacks is the owner of the trademark JUMPIN' JACKS PLAYLAND (and design) that is the subject of Registration Number 3,742,560 at the U.S. Patent & Trademark Office (hereinafter the "Trademark").
- B. Jumpin' Jacks has agreed to assign to Buyer its entire right, title and interest in and to the Trademark.

NOW, THEREFORE, in consideration of a payment of \$2,500.00, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Jumpin' Jacks does hereby assign to Buyer all of its right, title and interest worldwide in and to the Trademark, together with the goodwill of the business symbolized by said Trademark and the right to sue for past, present and future infringements of the Trademark and the right to collect and own any monetary or other damages as a result thereof; provided that Buyer hereby waives any and all rights it may have against Jumpin' Jacks for past and present infringement of the Trademark.

2. Further Assurances. Jumpin' Jacks covenants and agrees to execute and deliver, at Buyer's request, such further instruments of transfer and assignment and to take such other action as Buyer may reasonably request to more effectively consummate the transfers and assignments contemplated by this Agreement, at Buyer's expense. Jumpin' Jacks also represents and warrants:

- (a) that it has the full power, right, and authority to enter into this assignment;
- (b) that Jumpin' Jacks is the sole owner of all right, title and interest in the Trademark, that that title is marketable, and that the title is free and clear of any encumbrance;
- (c) that the Trademark is not currently the subject of any pending, or (to the best of the knowledge of Jumpin' Jacks) threatened, litigation;
- (d) that the undersigned individual has the authority to bind Jumpin' Jacks;
- (e) that Jumpin' Jacks is not aware of any claim by any third party of any rights of any nature, or of infringement, with respect to the Trademark;
- (f) that, to the best of Jumpin' Jacks knowledge, the Trademark is not subject to any license or royalty obligation to any third party, and that no third party's consent is required; and
- (g) that the trademark registration Number 3,742,560 is valid and enforceable and is not limited by the rights of any third parties.

3. No Third-Party Beneficiary. None of the provisions in this Agreement shall be deemed to create any rights in any third party.

4. Successors and Assigns. This Agreement and the covenants and agreements herein set forth shall inure to the benefit of Buyer and its successors and assigns and shall be binding upon Jumpin' Jacks and its successors and assigns.

5. Headings and Recitals. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part thereof. The Recitals to this Agreement are an integral part of this instrument and are incorporated herein by reference.

6. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and may be amended or modified only by an instrument in writing duly executed by the parties to this Agreement.

7. Waiver. No waiver by Jumpin' Jacks or Buyer of any breach of or failure to comply with any provision of this Agreement by the other party shall be effective unless in writing, and no such waiver shall construed as or constitute a continuing waiver of such provisions, or a waiver of any other breach of, or a failure to comply with, any other provision of this Agreement.

8. Counterparts. This Agreement may be executed in two counterparts which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be duly executed and delivered on their behalf by their duly authorized officers as of the date first written above.

JUMPIN' JACKS PLAYLAND, LLC

By: [Signature]

Olga Phillips

[Signature] Title

FUN AGAIN VENTURES, LLC

By: [Signature]

Timothy J. Pacey, Managing Member

7/16/2013