

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
Infinito, Inc.		09/08/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	ZOOB Corporation
Street Address:	c/o Propel Equity Partners
Internal Address:	10 Glenville Street, 1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06831
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3305673	ZOOB
Registration Number:	2184475	ZOOB
Registration Number:	2458793	
Registration Number:	2908788	INFINITOY
Registration Number:	2448855	ZOOBDUDE

CORRESPONDENCE DATA

Fax Number: 2126436500
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-643-7000
 Email: pto@sillscummis.com
 Correspondent Name: Sills Cummis & Gross P.C.
 Address Line 1: 30 Rockefeller Plaza
 Address Line 2: 29th Floor
 Address Line 4: New York, NEW YORK 10112

CH \$140.00 3305673

ATTORNEY DOCKET NUMBER:	08280070.000005
NAME OF SUBMITTER:	Edward Longobardi
Signature:	/Edward Longobardi/
Date:	09/10/2013
Total Attachments: 3 source=Infinitoy, Inc. Trademark Assignment#page1.tif source=Infinitoy, Inc. Trademark Assignment#page2.tif source=Infinitoy, Inc. Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of September 9, 2013 (the "Effective Date"), is between Infitoy, Inc., a California corporation having its principal places of business at c/o Greg McVey, 1592 Columbus Avenue, Burlingame, California 94010 and c/o Jeff Pinsker, 715 Valparaiso Avenue, Menlo Park, California 94025 (the "Assignor"), and ZOOB Corporation, a Delaware corporation, with its principal place of business located at c/o Propel Equity Partners, 10 Glenville Street, 1st Floor, Greenwich, Connecticut 06831 (the "Assignee").

WHEREAS, Assignor and Assignee, along with Jeffrey S. Pinsker and Gregory McVey, are parties to an Asset Purchase Agreement dated September 9, 2013 (the "Asset Purchase Agreement"); and

WHEREAS, Assignor is the owner of all of the right, title and interest, including all of the goodwill associated therewith, in and to certain trademarks, service marks, applications therefor and trade names, both registered and under common law used by Assignor in connection with its business, including those listed in Schedule A (collectively, the "Trademarks"); and

WHEREAS, Assignor agrees to assign, transfer and sell Assignor's entire right, title and interest in and to the Trademarks to Assignee; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for One Dollar (\$1.00) and other fair and good consideration, Assignor, as of the Effective Date, hereby assigns, transfers and sells to Assignee, its successors, and assigns, Assignor's entire worldwide right, title and interest in and to the Trademarks, including all of the goodwill associated therewith, as well as all renewals and extensions of rights thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement or any other causes of action related to any Trademark, and all rights corresponding thereto throughout the respective worldwide jurisdictions where Assignor holds rights in the Trademarks.

Assignor, as of the Effective Date, agrees to immediately cease using the Trademarks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

[Signature Page Follows]

WHEREFORE, Assignor has duly executed this Trademark Assignment on the date indicated below:

ASSIGNOR:

INFINITOY, INC.

By: *Jeffrey S. Pinsker*
Name: Jeffrey S. Pinsker
Title: Chairman of the Board

Date: September 8, 2013

STATE OF California
COUNTY OF San Mateo

On this 8th day of September, 2013, before me came Jeffrey S. Pinsker who being by me duly sworn, did depose and say to me that he is the Chairman of the Board of Ininity, Inc. and that he signed his name hereto by authority of the Board of Directors of said corporation.

Kathleen Branyon
Notary Public:



SCHEDULE A

Trademarks

Trademark	Trademark Number	Registration Date
ZOOB (name)	3305673	10/9/2007
ZOOB (logo design)	2184475	8/25/1998
ZOOB (design/pieces)	2458793	6/5/2001
Infinity (games and playthings)	2908788	12/7/2004
ZOOSDUDE (games and playthings)	2448855	5/8/2001