

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301387

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOT I, LLC		10/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XRT, INC.		
<b>Street Address:</b>	162 Archer Drive		
<b>City:</b>	Santa Cruz		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95060		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3433221	JOINTZ	
<b>Registration Number:</b>	2833332	SKY BLASTER	
<b>Registration Number:</b>	2841795	SKYO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5034594142		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	503-459-4141		
<b>Email:</b>	garrett@ahmrt.com, harnett@ahmrt.com, alleman@ahmrt.com, saing@ahmrt.com		
<b>Correspondent Name:</b>	Mark D. Alleman		
<b>Address Line 1:</b>	806 SW Broadway, Suite 600		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>NAME OF SUBMITTER:</b>	Mark D. Alleman		
<b>SIGNATURE:</b>	/Mark D. Alleman/		
<b>DATE SIGNED:</b>	04/14/2014		
<b>Total Attachments: 3</b>			
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TRADEMARK

## ASSIGNMENT

WHEREAS, GOT I, LLC (hereinafter "Assignor"), a limited liability company organized and existing under the laws of Delaware, located and doing business at 3333 Piedmont Rd., Suite 1800, Atlanta, Georgia 30305, U.S.A., is the sole and exclusive owner of all rights, including all intellectual property rights, in the toy products listed below in Exhibit A (hereinafter the "Toy Products"), and owns the patents listed in Exhibit B (hereinafter the "Subject Patent Assets") and trademarks listed in Exhibit C (herein after the "Subject Trademark Assets") related thereto; and

WHEREAS, XRT, INC. (hereinafter "Assignee"), a California corporation, with a mailing address of 162 Archer Drive, Santa Cruz, California, 95060, U.S.A., desires to acquire all rights in the Toy Products, and desires to acquire the Subject Patent Assets and the Subject Trademark Assets from Got I, LLC;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. *Patent Assignment* - Assignor does hereby assign unto Assignee all right, title, and interest in and to the Subject Patent Assets listed in Exhibit B, including any and all Letters Patent based thereon now or in the future granted in the United States and its territorial possessions and in any and all foreign jurisdictions, and in and to any and all divisions, continuations, reissues, reexaminations, and extensions thereof, and all claims for infringement thereof both arising prior to and on or after the effective date of this Assignment, which is the date of last signature below.

2. *Trademark Assignment* - Assignor does hereby assign unto Assignee all right, title, and interest in and to the Subject Trademark Assets, and registrations and/or applications therefor, as indicated in the attached Exhibit C, together with the goodwill of the business connected with the use of and symbolized by the trademarks, and any and all claims arising from past or future infringement of said trademarks by third parties. Assignor agrees to cooperate and sign all documents necessary to carry out the intent of this Agreement, including all documents necessary to record the assignment of each of the applications and registrations listed in Exhibit C with the respective national patent and trademark office in which each is pending or registered.

3. *Assignment of Trade Secrets, Know How, Copyrights, Designs, and Other Intellectual Property* – Assignor does hereby assign unto Assignee all right, title, and interest in any and all trade secrets, know how, copyrights, designs, and any other intellectual property rights owned by Got I, LLC relating to the Toy Products, including any and all trade secrets and know how relating to methods of manufacturing the Toy Products, copyrights and design rights in the shape and design of the Toy Products, or other intellectual property owned by Got I, LLC and affecting the manufacture, use, or sale of the Toy Products.

Agreed:

GOT I, LLC:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*J. Duane Clarke*

J. DUANE CLARKE

SECRETARY

10/30/13

XRT, INC.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*David Silvergate*

David Silvergate

President

10/8/13

EXHIBIT C

Subject Trademark Assets

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
JOINTZ	78/887,152	5/18/2006	3,433,221	5/20/2008
SKY BLASTER	78/193,388	1/9/2004	2,833,332	4/13/2004
SKYO	78/198,081	12/27/2002	2,841,795	5/11/2004