

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SoccerTots Incorporated		11/28/2013	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Tots Franchise Group, LLC		
Street Address:	6311 E Mt. Spokane Park Drive #B		
City:	Mead		
State/Country:	WASHINGTON		
Postal Code:	99021		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4314417	ORANGE HEAD SPORTS ACADEMY	
Registration Number:	4417472	ORANGE HEAD SPORTS ACADEMY	
Registration Number:	4415393	HOCKEYTOTS	
Serial Number:	85499555	HOCKEYTOTS	
Registration Number:	4209114	HOOPSTERTOTS	
Registration Number:	4189872	PARTYTOTS	
Registration Number:	4189871	CHEERTOTS	
Registration Number:	3421384	SOCCER TOUCH	
Registration Number:	3447531	SOCCER TOUCH	
Registration Number:	3625130	SOCCERTOTS	
Registration Number:	3629259	SOCCERTOTS	
Registration Number:	3625281	SOCCERTOTS	
Registration Number:	3633712	SOCCERTOTS	
Registration Number:	3629272	SOCCERTOTS	
Registration Number:	3439136	SOCCER TOUCH SUMMER CAMPS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
TRADEMARK			

OP \$390.00 4314417

Phone: 5096244276
Email: cwood@wellsstjohn.com
Correspondent Name: Mark W. Hendricksen
Address Line 1: 601 W 1st Avenue, Suite 1300
Address Line 4: Spokane, WASHINGTON 99201

ATTORNEY DOCKET NUMBER: SK8

NAME OF SUBMITTER: Mark W. Hendricksen

SIGNATURE: s/Mark W. Hendricksen/

DATE SIGNED: 04/24/2014

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of _____, 2013 (this "Agreement"), is by and between SoccerTots Incorporated, a Washington corporation ("Assignor"), and Tots Franchise Group, LLC ("Assignee"). Capitalized terms used herein and not otherwise defined herein have the meaning assigned thereto in the Asset Purchase Agreement, dated of even date herewith, between Assignor and Assignee (the "Purchase Agreement").

RECITALS

WHEREAS, Assignor is the owner of all Trademark Rights included within the Assets, including without limitation those in, arising out of, or associated with the Trademarks identified in **Schedule A**, attached hereto (collectively, the "Assigned Trademarks"), and is the owner of all right, title and interest in and to one or more registration application(s) or registration(s) for such Assigned Trademarks, including all right, title and interest in those listed in **Schedule A**, attached hereto (collectively, "Registrations");

WHEREAS, Assignor is the owner of all Domain Name Rights included within the Transferred Intellectual Property Rights, including without limitation those in, arising out of, or associated with the Domain Names identified in **Schedule A**, attached hereto (collectively the "Assigned Domains" and, together with the Assigned Trademarks and the Registrations, along with all other intellectual property included in the Assets, the "Assigned IP"); and

WHEREAS, in accordance with the Purchase Agreement, Assignee is desirous of acquiring, and Assignor is willing and able to assign, all of Assignor's right, title and interest in and relating to the Assigned IP, together with all business goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, for the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Trademarks. Assignor does hereby perpetually, irrevocably, and unconditionally sell, convey, assign and transfer to Assignee, its successors, legal representatives and assigns, as of the date hereof, all of Assignor's right, title and interest in and to the Assigned Trademarks, together with all business goodwill associated therewith, and all right, title and interest to all Registrations. Assignor hereby agrees to cooperate with the Assignee in the sustaining of any and all Registrations and in confirming Assignee's exclusive ownership of the Trademarks. Assignor shall take such steps as are reasonably necessary to satisfy Assignee that the transfer by Assignor to Assignee of Assignor's common law rights in the Trademarks has been fully effected and is effective.

2. Domain Names. Assignor does hereby perpetually, irrevocably, and unconditionally sell, convey, assign and transfer to Assignee, its successors, legal representatives

and assigns, as of the date hereof, all of Assignor's right, title and interest in and to the Assigned Domains and the domain name services agreement with the relevant registrar relating thereto. Immediately upon the execution and delivery of this Agreement, Assignor shall deliver to Assignee all relevant user IDs, passwords, and all other information that may be necessary to enable Assignee to access Assignor's account with the relevant registrar for the Assigned Domains and to take effective control of the Assigned Domains. Assignor shall take all other steps reasonably necessary to effect the transfer of the Assigned Domains to Assignee, including, without limitation, executing any additional documents or agreements as may be reasonably necessary to satisfy Assignee that the transfer of the Assigned Domains was effective and providing to Assignee and the relevant registrar all information necessary to effect such transfer.

3. Other Assigned IP. Assignor does hereby perpetually, irrevocably, and unconditionally sell, convey, assign and transfer to Assignee, its successors, legal representatives and assigns, as of the date hereof, all of Assignor's right, title and interest in and to all other Assigned IP, together with all business goodwill associated therewith, and all applications and registrations for any and all intellectual property rights pertaining thereto. Assignor hereby agrees to cooperate with Assignee in the preparation, submission, and sustaining of any and all applications and registrations for any and all intellectual property rights pertaining thereto and in confirming the Assignee's exclusive ownership of the Assigned IP. Assignor shall take such steps as are reasonably necessary to satisfy Assignee that the transfer by Assignor to Assignee of Assignor's rights in the Assigned IP has been fully effected and is effective.

4. Past Infringement and Moral Rights. Assignor does hereby perpetually, irrevocably, and unconditionally sell, convey, assign and transfer to Assignee, its successors, legal representatives and assigns, all claims for past, present and future infringement or misappropriation of any Assigned IP, including all rights to sue for and to receive and recover all profits and damages accruing from any infringement or misappropriation prior to the Effective Date as well as the right to grant releases for past infringement or misappropriation. Assignor hereby waives and agrees not to enforce all moral rights that Assignor may have in any Assigned IP.

5. Restrictive Covenants.

(a) Assignor shall cease any and all use of the Assigned IP, except as may be expressly authorized by Assignee.

(b) Assignor hereby acknowledges that any unauthorized use of any of the Assigned IP by Assignor, by any third party under Assignor's control or by any third party with Assignor's express authorization constitutes a breach of this Agreement and an infringement of Assignee's intellectual property rights.

(c) Assignor shall not register, license, transfer, own or otherwise use any Trademark (whether as a Domain Name or otherwise) confusingly similar to any of the Assigned IP.

(d) After granting access to Assignor's account with the relevant registrar for the Assigned Domains to Assignee, Assignor shall not take any action to interfere with Assignee's access to such account or to access or otherwise exert control over such account.

6. Further Assurances. Assignor and Assignee each hereby covenant that, from time to time after delivery of this Agreement, at the other party's request and without further consideration, it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all such further acts, instruments and other things or writings reasonably requested by the other party in order to evidence and effectuate the consummation of any of the transactions contemplated by this Agreement and the assignment of the Assigned IP in accordance herewith and with the Purchase Agreement.

7. Governing Law. This Agreement, and all disputes or controversies arising in connection with or related to this Agreement, will be construed in accordance with, and governed in all respects by, the internal laws of the State of Washington, without giving effect to principles of conflicts of laws.

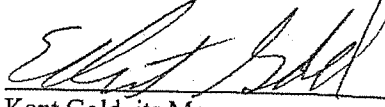
8. Counterparts. This Agreement may be signed in any number of counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.


ASSIGNEE:

TOTS FRANCHISE GROUP, LLC



Kent Gold, its Manager

**SKYHAWKS SPORTS ACADEMY, INC., as a
member of Tots Franchise Group, LLC**



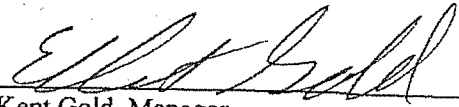
Chris Stiles, its President

Address for notices:

6311 East Mt. Spokane Park Drive #B
Mead, WA 99021
Attn: Dave Berto

ASSIGNOR:

SOCCERTOTS INCORPORATED



Kent Gold, Manager

Address for notices:

2410 East 44th Avenue
Spokane, WA 99223

SCHEDULE A

1. TRADEMARKS

“SoccerTots,” “SoccerTouch,” “HoopsterTots,” “CheerTots,” “HockeyTots,” “VolleyKats”, and “Orange Head Sports Academy.”

2. DOMAIN NAMES

soccertots.net		
totsoccer.net		soccertots.net
mysoccertots.com		soccertots.net
sporttots.net		
totsports.net		
soccertouch.com		soccertots.net
partytots.com		
partytots.net		partytots.com
kidssoccerparty.com		partytots.com
soccertotsparty.com		partytots.com
partyfortots.com		partytots.com
totparty.net		partytots.com
HoopsterTots.com		
HoopsterTots.net		hoopstertots.com
Volleykats.net		
Volleycats.net		Volleykats.net
cheertots.com		
Orangeheadsports.com		
Orangeheadsportsacademy.com		
orangeheadsportsFranchise.com		
soccertotsfranchise.com		orangeheadsportsFranchise.com
hoopstertotsfranchise.com		orangeheadsportsFranchise.com
orangeheadfranchise.com		orangeheadsportsFranchise.com
Orangeheadsportsacademyfranchise.com		orangeheadsportsFranchise.com

**ADDENDUM TO
TRADEMARK ASSIGNMENT AGREEMENT**

On or about November 29, 2013, Soccer Tots Inc., a Washington Corporation ("Assignor") and Tots Franchise Group, LLC ("Assignee"), entered a certain Trademark Assignment Agreement assigning and transferring ownership of certain trademarks and internet domain names.

In order to further clarify the specific trademark registrations that were assigned as part of the Trademark Assignment Agreement, the parties are entering this clarifying Addendum. The parties agree and clarify that the following United States Trademark application and registrations were transferred by the Trademark Assignment Agreement:

Those Trademark applications and registrations set forth on the attached Exhibit A.

Dated this 19 day of March, 2014.

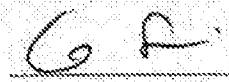
ASSIGNEE:

TOTS FRANCHISE GROUP, LLC



Kent Gold, Its Manager

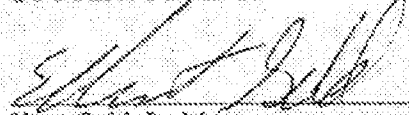
SKYHAWKS BOARDS ACADEMY, INC., as a
Member of Tots Franchise Group, LLC



Chris Stiles, Its President

ASSIGNOR:

SOCCERTOTS INC.



Kent Gold, Its Manager

SCHEDULE A

Mark	Registration No. Application No.
ORANGE HEAD SPORTS ACADEMY	4314417
ORANGE HEAD SPORTS ACADEMY and design	4417472
HOCKEYTOTS	4415393
HOCKEYTOTS and design	85499555
HOOPSTERTOTS	4209114
PARTYTOTS	4189872
CHEERTOTS	4189871
SOCCER TOUCH and design	3421384
SOCCER TOUCH	3447531
SOCCERTOTS and design	3625130
SOCCERTOTS	3629259
SOCCERTOTS	3625281
SOCCERTOTS	3633712
SOCCERTOTS and design	3629272
SOCCER TOUCH SUMMER CAMPS and design	3439136