

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM304026

|   |  |                       |                                      |
|---|--|-----------------------|--------------------------------------|
| <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>                   |
| BIG TIME TOYS, L.L.C.   |  | 01/05/2012            | LIMITED LIABILITY COMPANY: TENNESSEE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                      |
| <b>Name:</b>  | Sam Harwell                                  |                       |                                      |
| <b>Street Address:</b>  | 708 Berry Road                               |                       |                                      |
| <b>City:</b>  | Nashville                                    |                       |                                      |
| <b>State/Country:</b>   | TENNESSEE                                    |                       |                                      |
| <b>Postal Code:</b>   | 37204  |                       |                                      |
| <b>Entity Type:</b>   | INDIVIDUAL: UNITED STATES                    |                       |                                      |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                                      |
| <b>Property Type</b>  | <b>Number</b>                                | <b>Word Mark</b>      |                                      |
| <b>Registration Number:</b>   | 2931334                                      | SOCKER BOPPER         |                                      |
| <b>Registration Number:</b>   | 1836448                                      | YO-YO BALL            |                                      |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                      |
| <b>Fax Number:</b>  |  |                       |                                      |
| <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>   | 7037250817                                   |                       |                                      |
| <b>Email:</b>   | shane.cortesi@cortasilaw.com                 |                       |                                      |
| <b>Correspondent Name:</b>  | Shane Cortesi                                |                       |                                      |
| <b>Address Line 1:</b>  | 2709 Westwood Avenue                         |                       |                                      |
| <b>Address Line 4:</b>  | Nashville, TENNESSEE 37212                   |                       |                                      |
| <b>NAME OF SUBMITTER:</b>   | Shane V. Cortesi                             |                       |                                      |
| <b>SIGNATURE:</b>   | /Shane V. Cortesi, Reg. No. 56853/           |                       |                                      |
| <b>DATE SIGNED:</b>   | 05/09/2014                                   |                       |                                      |
| <b>Total Attachments: 3</b>   |  |                       |                                      |
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OP \$65.00 2931334

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (the "Agreement"), effective as of the date of last signature, is entered into between Big Time Toys, L.L.C. ("Assignor"), a Tennessee limited liability company, and Sam Harwell ("Assignee") (hereinafter individually referred to as a "Party" and collectively the "Parties").

### WITNESSETH:

WHEREAS, Assignor is the owner of the registered and unregistered trademarks set forth in Exhibit A (the "Assigned Trademarks"); and

WHEREAS, Assignee desires to purchase the Assigned Trademarks and associated goodwill and grant Assignor a license to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants expressed herein, the Parties agree as follows:

1.1 For \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee the entire right, title, and interest in and to the Assigned Trademarks (including all registrations and registration rights in the Assigned Trademarks) together with the good will symbolized by the Assigned Trademarks.

1.2 Assignee hereby grants Assignor a revocable, royalty-free, worldwide, non-transferable, exclusive license to use the Assigned Trademarks in connection with the manufacture, packaging, sale, marketing, and distribution of Assignor's products, said license revocable by Assignee upon providing thirty (30) days written notice to Assignor.

1.3 All use of the Assigned Trademarks shall inure to the benefit and be the property of Assignee.

1.4 Assignor shall use the Assigned Trademarks only in connection with goods manufactured, distributed and sold by or for the Assignor in accordance with the specifications, directions and processes furnished to the Assignee and the quality of all goods sold under the Assigned Trademarks must be satisfactory to the Assignee. In order to assure that the development, manufacture, appearance, quality and distribution of the goods bearing the Assigned Trademarks are consonant with the Assigned Trademarks used to identify them, Assignee retains the right to participate at each stage of development and manufacture of such goods and to approve or disprove of any development, manufacture, appearance, quality and/or distribution.

1.5 Both Assignor and Assignee shall have the right, but not the obligation, to prosecute any infringement of the Assigned Trademarks. The Party electing to prosecute any infringement may select counsel, must pay all the expenses of any legal action it institutes and will be entitled to all recoveries therefrom, including any settlement payments. If both Parties elect to prosecute any infringement, the Parties shall split 50/50 all the expenses of any legal action they institute and all recoveries therefrom, including any settlement payments. Upon the commencement of a legal action by the Assignor or Assignee against an infringer, the other Party shall cooperate with the Party commencing the action and shall render reasonable material assistance that the Party commencing the action may request at the Party commencing the action's expense.


1.6 The license granted under Article 1.2 is personal to Assignor and Assignor may not sublicense or assign said license without the advance written consent of Assignee, which may be withheld for any reason whatsoever.

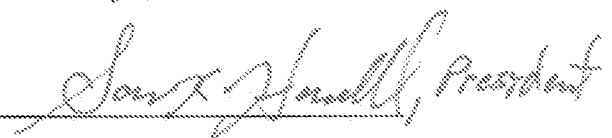
1.7 This Agreement may be assigned by Assignee to any person or entity.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in their respective names and by their duly authorized representatives.

Sam Harwell

Big Time Toys, L.L.C.

Signature:   
Date: January 5, 2012

By: , President  
Name: Sam K. Harwell  
Title: President  
Date: January 5, 2012

## Exhibit A

### Assigned Trademarks

The word mark "TURBO SPACKLE" and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "MOON SHOES" and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "SOCKER BOPPERS" and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "YOYOBALL" and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "YADAYADA" and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "SPLASHBLASTER" and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "SUPERSWIMMER" and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.