

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350919

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PIU Management, LLC		06/05/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FB Holdings, LLC
Street Address:	1860 W University Drive
Internal Address:	Suite 108
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4730342	SUPPORT IMAGINATION
Registration Number:	4648582	SAVE CHILDHOOD SUPPORT IMAGINATION
Registration Number:	4491120	BOUNCEU
Registration Number:	4491118	BOUNCEU
Registration Number:	4504830	PUMP IT UP
Registration Number:	4540525	IMAGINASIUM
Registration Number:	4504802	PUMP IT UP WHERE YOUR IMAGINATION COMES
Registration Number:	4411732	FUN BRANDS
Serial Number:	86645576	FUN BRANDS CAROUSELS
Serial Number:	86629558	WHERE YOUR IMAGINATION COMES TO PLAY
Serial Number:	86628874	PUMP IT UP
Serial Number:	86063964	NATIONAL DAY OF IMAGINATION

CORRESPONDENCE DATA

Fax Number: 7755425378

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

OP \$315.00 4730342

Phone: 480-371-1209
Email: kmartin@fun-brands.com
Correspondent Name: Kim Martin
Address Line 1: 1860 W University Drive
Address Line 2: Suite 108
Address Line 4: Tempe, ARIZONA 85281

NAME OF SUBMITTER:	Kim Martin
SIGNATURE:	/Kim Martin/
DATE SIGNED:	08/10/2015

Total Attachments: 7

source=PIU - IP Assignment Agreement (FBH) (Executed 6-5-15)#page1.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “*IP Assignment*”), dated as of June 5, 2015, is made by PIU Management LLC, a Delaware limited liability company (“*Seller*”), in favor of FB Holdings LLC, an Arizona limited liability company (“*Buyer*”).

PRELIMINARY STATEMENTS:

Reference is made to that certain Purchase Agreement (the “*Purchase Agreement*”) of even date herewith. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

Buyer desires to acquire, and Seller desires to sell and assign, all of Seller’s rights in the Intellectual Property, as defined below and described more fully herein.

It is a condition of the consummation of the transactions contemplated by the Purchase Agreement that Seller sell and assign all of its rights in the Intellectual Property to Buyer, as described herein.

AGREEMENT:

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

Section 1. **Assignment and Acceptance.** Effective as of the date hereof, Seller hereby irrevocably assigns and transfers to Buyer (the “*Assignment*”), for Buyer’s own use and enjoyment and the use and enjoyment of Buyer’s successors and assigns: (a) any and all of Seller’s rights, in, to, and under the Intellectual Property and, as applicable, the goodwill of the business symbolized thereby and associated therewith; (b) all claims, rights and remedies Seller has or may have against any third party for damages by reason of past, present, or future infringement or other unauthorized use of the Intellectual Property by a third party; and (c) any right to use or exploit any of the Intellectual Property, in each case, in any jurisdiction. Buyer hereby accepts the Assignment.

(i) “Intellectual Property” means all of Seller’s right, title and interest in and to the intellectual property described in the “Purchased Assets” definition of the Purchase Agreement and including, without limiting the generality of the foregoing, all intellectual property set forth on Schedule A hereto.

Section 2. **Terms of the Purchase Agreement.** This IP Assignment is subject to the terms of the Purchase Agreement. Seller and Buyer acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Section 3. **Further Assurances.** Seller hereby covenants and agrees, at the reasonable request of the Buyer, to execute, acknowledge, and deliver assignments of the Intellectual Property on such forms as may be appropriate under the circumstances. Each party hereto will, at the reasonable request of the other party, execute and deliver to such other party all such further instruments, assignments, assurances, and other documents, and take such actions as such other party may reasonably request in connection with the carrying out of the intent and purposes of this IP Assignment.

Section 4. **Cooperation and Assistance.** From and after the date hereof, Buyer will be responsible for maintaining and enforcing all Intellectual Property, including all associated fees and costs. Seller will cooperate with and assist Buyer's requests as necessary: (a) in the preparation and prosecution of any applications for registration covering any of the Intellectual Property; and (b) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with any of the Intellectual Property.

Section 5. **Severability.** Any term or provision of this IP Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 6. **Governing Law.** This IP Assignment shall be governed by and construed in accordance with the law of the State of Arizona without regard to the choice of law or conflict of laws principles thereof other than to apply federal law governing intellectual property rights, where applicable.

Section 7. **Successors and Assigns.** Subject to the provisions of the Purchase Agreement, this IP Assignment shall inure to the benefit of and be binding upon Buyer and Seller and their respective successors and assigns.

Section 8. **Amendments and Waivers.** No amendment of any provision of this IP Assignment shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any party of: (i) any right, power, privilege, or claim under or provision of this IP Assignment, or (ii) any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any such prior or subsequent default, misrepresentation, or breach of warranty or covenant.

Section 9. **Headings.** The section headings contained in this IP Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this IP Assignment.

Section 10. **Counterparts.** This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same document. The exchange of copies of this IP Assignment and of signature pages by facsimile or other electronic

transmission shall constitute effective execution and delivery of this IP Assignment as to the parties and may be used in lieu of the original IP Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has duly executed and delivered this IP Assignment as of the date first set forth above.

SELLER:

PIU MANAGEMENT, LLC,
a Delaware limited liability company

By: _____

Name: Lee Knowlton

Title: President & CEO

BUYER:

FB HOLDINGS, LLC,
an Arizona limited liability company

By: TNC FB Manager, LLC, Manager

By: _____

David C. Tedesco, Manager

[Signature Page - IP Assignment]

TRADEMARK
REEL: 005596 FRAME: 0795

IN WITNESS WHEREOF, each of the parties has duly executed and delivered this IP Assignment as of the date first set forth above.

SELLER:

PIU MANAGEMENT LLC,
a Delaware limited liability company

By: _____

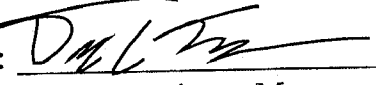
Name: _____

Title: _____

BUYER:

FB HOLDINGS, LLC,
an Arizona limited liability company

By: TNC FB Manager, LLC, Manager



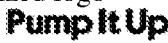


By:  _____
David C. Tedesco, Manager

SCHEDULE A



DOMAIN NAMES

1. FUN-BRANDS.COM
2. JUMPFANCHISE.COM
3. KIDS-FRANCHISE.COM
4. KIDSPARTYFRANCHISE.COM

All Trademarks are owned by PIU Management and licensed back to the brand it represents, as set forth below.

Country	Pump It Up Marks	Registration Date	Registration Number
Licensed to PIU Holdings by PIU Management pursuant to that certain Trademark License Agreement dated as of July 7, 2008 between PIU Management and PIU Holdings.			
US	Pump It Up Logo with Stars 	Pending	Filed on 5/13/2015 Serial #86/628874
US	Where Your Imagination Comes To Play	Pending	Filed on 5/14/2015 Serial #86/629558
US	SAVE CHILDHOOD SUPPORT IMAGINATION	2-Dec-14	4,648,582
US	SUPPORT IMAGINATION	5-May-15	4,730,342
US	National Day of Imagination	Pending	Filed on 9/30/2013 Serial #86/06964
US	Imaginasium	27-May-14	4,540,525
US	 Pump It Up where your imagination comes to play	1-Apr-14	4,504,802
US	PUMP IT UP - new branding stylized logo 	1-Apr-14	4,504,830
US	PUMPJAMA PARTIES	27-Nov-07	3,345,375
US	DESIGN MARK STICK FIGURE LOGO 	13-Jun-06	3,104,062
US	PUMP IT UP (Design plus character(s)) 	29-Apr-03	2,710,807
US	PUMP IT UP "THE INFLATABLE PARTY ZONE" (Word Mark (Stylized))	13-Jun-06	3,104,051

US	THE INFLATABLE PARTY ZONE	13-Jun-06	3,104,073
US	POP-IN PLAYTIME	12-Aug-08	3,483,560
US	PumpStart	1-Mar-11	3,924,713
US	Jump-N-Art	1-Mar-11	3,924,710
Mexico	PUMP IT UP	21-Aug-07	1045683
Canada	PUMP IT UP	28-Jul-03	TMA632064
Australia	PUMP IT UP	3-Apr-08	1233103
China	PUMP IT UP	6-May-08	6704116
European Community	PUMP IT UP	3-Apr-08	6805188
India	PUMP IT UP	7-Apr-08	895575 (Cert #)

	BounceU Marks	Registration Date	Registration Number
Licensed to BU Holdings by PIU Management pursuant to that certain Trademark License Agreement dated as of February 26, 2010 between PIU Management and BU Holdings.			
US	BounceU (design and logo) 	11/1/2005	3,011,069
US	BounceU (word mark only)	3/4/2014	4,491,118
US	BounceU (re-branded design & logo) 	3/4/2014	4,491,120
US	Bounce and Learn	4/26/2011	3,949,843
US	Create and Bounce	5/3/2011	3,953,257
US	Cosmic Bounce	5/22/2012	4,144,896
US	Where Birthdays Come to Life	3/5/2013	4,299,117

	Fun Brands Marks		
Owned by PIU Management and not subject to a license			
US	Fun Brands	10/1/2013	4,411,732

COPYRIGHTS

“Corporate Team Building – Where Play Has A Purpose”, Registration Number TXu 1-638-684, Registration Date May 5, 2008