

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356068

|   |  |                       |                                  |
|---|--|-----------------------|----------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                                  |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF 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>               |
| Blue Matrix Labs, LLC   |  | 09/23/2015            | LIMITED LIABILITY COMPANY: TEXAS |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                  |
| <b>Name:</b>  | Hydro Toys, LLC                                    |                       |                                  |
| <b>Street Address:</b>  | P.O. Box 342677                                    |                       |                                  |
| <b>City:</b>  | Austin   |                       |                                  |
| <b>State/Country:</b>   | TEXAS  |                       |                                  |
| <b>Postal Code:</b>   | 78734  |                       |                                  |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: TEXAS                   |                       |                                  |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                                  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                  |
| <b>Registration Number:</b>   | 4786413  | OUT OF THIS WORLD     |                                  |
| <b>Registration Number:</b>   | 4627606  | ZORBZ                 |                                  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                  |
| <b>Fax Number:</b>  | 7132388008   |                       |                                  |
| <i>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.</i> |  |                       |                                  |
| <b>Phone:</b>   | 7132388000   |                       |                                  |
| <b>Email:</b>   | tmhou@conleyrose.com                               |                       |                                  |
| <b>Correspondent Name:</b>  | Mark E. Scott                                      |                       |                                  |
| <b>Address Line 1:</b>  | P.O. Box 3267                                      |                       |                                  |
| <b>Address Line 4:</b>  | HOUSTON, TEXAS 77253-3267                          |                       |                                  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 7185-01100 & 01200                                 |                       |                                  |
| <b>NAME OF SUBMITTER:</b>   | Mark E. Scott                                      |                       |                                  |
| <b>SIGNATURE:</b>   | /mescott/  |                       |                                  |
| <b>DATE SIGNED:</b>   | 09/23/2015   |                       |                                  |
| <b>Total Attachments: 2</b>   |  |                       |                                  |
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| source=Out of This World Harter Assign#page2.tif  |  |                       |                                  |

CH \$65.00 4786413


**TRADEMARK ASSIGNMENT AGREEMENT**

This trademark assignment Agreement ("**ASSIGNMENT**") is executed on this 23 day of September 2015 by Blue Matrix Labs, LLC, a limited liability company incorporated under the laws of Texas, having its address at P.O. Box 342677, Austin TX 78734, acting through Kendall Harter, its CEO (hereinafter referred to as "**ASSIGNOR**"):

**IN FAVOR OF**

Hydro Toys, LLC (hereinafter referred to as "**ASSIGNEE**"), a limited liability company incorporated under the laws of Texas, having its address as PO Box 342677, Austin TX 78734, acting through Kendall Harter, its Managing Member.

**WHEREAS**, the Assignor is the registrant and lawful owner of all rights, titles and interests in the following trademark registered with the United States Patent and Trademark Office, together with the goodwill of the business connected with and symbolized by the Trademarks;

| <b>Trademark</b>   | <b>Type of Mark</b> | <b>Registration No.</b> | <b>Date of Registration</b> | <b>Status</b> |
|--|---------------------|-------------------------|-----------------------------|---------------|
| OUT OF THIS WORLD  | Standard Character  | 4786413                 | 2015-08-04                  | Registered    |
|  | Design              | 4627606                 | 2014-10-28                  | Registered    |

**AND WHEREAS**, Assignee desires to acquire all rights, titles and interests in and to the Trademark;

**NOW, THEREFORE**, for good and valuable consideration as agreed by the parties, the receipt and adequacy of which are acknowledged, the parties intending to be legally bound by this Assignment hereby agree as below:

The Assignor hereby irrevocably and perpetually assigns, transfers and conveys to Assignee the entire rights, titles, interests in the above mentioned Trademark in the United States and in all jurisdictions outside the United States, along with the goodwill attached to the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any future registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

IN WITNESS WHEREOF, the Assignor hereto has executed this Trademark Assignment Agreement as of the date first above written.

**ASSIGNOR**



Kendall Harter  
CEO  
Blue Matrix Labs, LLC

**ASSIGNEE**



Kendall Harter  
Managing Member  
Hydro Toys, LLC