

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356138

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|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ralph R. Cosentino | | 09/21/2015 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Funko, LLC | | |
| Street Address: | 1202 Shuksan Way | | |
| City: | Everett | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98203 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: WASHINGTON | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4404060 | MYMOJI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2064640125 | | |
| <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> | | | |
| Phone: | 2064643939 | | |
| Email: | trademarks@gsblaw.com | | |
| Correspondent Name: | Scott G Warner | | |
| Address Line 1: | 1191 Second Avenue, Suite 1800 | | |
| Address Line 4: | Seattle, WASHINGTON 98101 | | |
| ATTORNEY DOCKET NUMBER: | 16206-60107 | | |
| NAME OF SUBMITTER: | Cheryl Whitlock | | |
| SIGNATURE: | /Cheryl Whitlock/ | | |
| DATE SIGNED: | 09/24/2015 | | |
| Total Attachments: 3 | | | |
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OP \$40.00 4404060

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made and entered into as of September, 21, 2015, by and between RALPH R. COSENTINO, an individual residing at 6761 Dana Ave. Hudson OHIO 44236 ("**Assignor**") and Funko, LLC ("**Assignee**").

WHEREAS, Assignor has adopted, used and is using the trademark "MYMOJI", U.S. Patent and Trademark Office, Reg. No. 4404060, ("**Trademark**") in connection with goods and services described in such registration, and owns all right, title and interest in and to the Trademark and in all foreign applications or registrations of or based on the Trademark, including all goodwill and common law rights associated therewith (collectively, the "**Marks**");

WHEREAS, Assignor has registered and owns all rights to use the domain name "mymoji.com" ("**Domain**");

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Marks and the Domain, including the goodwill associated therewith and any registrations or pending applications therefor;

WHEREAS, Afternic.com, a division of GoDaddy, Inc., is acting as broker ("**Broker**") on behalf of Assignee for the purchase of the Marks and the Domain and, in furtherance thereof, Broker has arranged for Assignee's anonymous purchase of the Marks and the Domain through Escrow.com; and

WHEREAS, Assignor has executed and delivered this Assignment in blank to Escrow.com and, upon delivery of Assignee's payment for the Marks and the Domain to Assignor ("**Effective Date**"), Escrow.com will and is authorized by Assignor to complete this Assignment by inserting Assignee's name above and to deliver the same to Broker for delivery to Assignee and filing with the U.S. Patent and Trademark Office and any other governmental entity with jurisdiction over the Marks or the Domain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor hereby assigns, transfers, and delivers to Assignee all of its rights, title and interest in and to the Marks and the Domain, including any registrations or pending applications therefor, the goodwill of the business symbolized thereby, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (collectively, the "**Assets**"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Marks may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made. For avoidance of doubt, Assignor retains no rights whatsoever in or to the Assets and, from and after the Effective Date, Assignor shall cease all use and/or exploitation thereof.

2. Assignor agrees that the Assets include all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future

infringements and unauthorized uses of the Marks and/or the Domain. Assignee is not assuming or agreeing to assume or discharge any liability or obligation of Assignor whatsoever, whether now existing or hereinafter incurred, including, without limitation, any liability or obligation relating to the Domain or the Marks.

3. Assignor represents and warrants to Assignee that: (a) Assignor is the recorded registrant and owner of the Domain and the Marks and that Assignor has not granted (and will not grant) to any other party any right to the registration of the Domain or the Marks and Assignor has not heretofore assigned, licensed or otherwise transferred the Domain or the Marks to any other party; (b) Assignor is fully authorized to enter into this Assignment and to sell, convey, transfer, assign, deliver and contribute to Buyer all right, title and interest in and to the Domain and the Marks free and clear of any lien or right of any third party; (c) as of the date hereof, Assignor has not received notice that the Domain or the Marks are the subject of proceedings for infringement, dilution or unfair competition, or any other cause of action in any jurisdiction and that neither Assignor, nor any of its agents, representatives, affiliated companies, partners, shareholders, or employees is aware of, or has been accused of trademark, service mark or copyright infringement due to the use or ownership of the Domain or the Marks in any jurisdiction; (d) Assignor has not entered into and is not bound by any contract or arrangement of any kind that conflicts with the terms of this Assignment or would interfere with Assignee's free and unencumbered use of the Domain and the Marks; and (e) the Domain and the Marks are not subject to any outstanding order, decree, judgment, stipulation, written restriction, undertaking or agreement that will prevent Assignor from complying with any of its obligations under this Assignment.

4. Assignor covenants and agrees not to (a) use MYMOJI or any variant or potentially confusing term for or in connection with any products or services or as any part of a trademark, service mark, trade name or domain name; (b) seek registration of any variant of MYMOJI or any potentially confusing term; or (c) challenge Assignee's ownership or use of the Domain or the Marks or Assignee's application for or renewal of any registration of the Domain or the Marks, including any use thereof with products or services in addition to those claimed in U.S. Patent and Trademark Office. Reg. No. 4404060 or assist any other person or entity, directly or indirectly, to do any of the above.

5. Assignor also hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

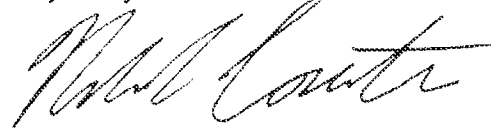
6. Assignor acknowledges that upon Assignor's receipt of payment for the Marks and the Domain as provided under the terms of the agreed escrow with Escrow.com, Assignee shall own all rights in and to the Domain, the Marks and other Assets and Assignor hereby agrees that Assignee may, without further action of Assignor, record this Assignment with the U.S. Patent and Trademark Office and any other governmental entity with jurisdiction over the Marks and/or the Domain. If Assignor's signature or consent is necessary to effectuate recordation of this Assignment or otherwise to complete the transfer of rights in the Domain and the Trademark to Assignee, Assignor agrees to provide the same as per Section 5 and, in the

event Assignor refuse or is unable for any reason to do so, then Assignor hereby irrevocably designates and appoints Assignee as Assignor's agent and attorney in fact to do so and to do all other lawfully permitted acts to further the assignment of rights therein to Assignee with the same legal force and effect as if executed by Assignor.

7. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, though, with or under Assignor's direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

By:



Name: Ralph Cosentino Sept. 21 2015
Title: Owner

ACKNOWLEDGED:



By:

Name: Lisa M. Cosentino Sept. 21 2015
Title: Marketing Director