

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIXEL PRESS TECHNOLOGY, LLC		10/24/2016	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	MATTEL, INC.		
Street Address:	333 CONTINENTAL BOULEVARD		
Internal Address:	M1-1518		
City:	EL SEGUNDO		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4965733	BLOXELS	
Registration Number:	4965734	BLOXELS	
Registration Number:	4965735	BLOXELS	
Registration Number:	4961220	BLOXELS	
Serial Number:	87051649	INFINITY WALL	
Serial Number:	87051653	13-BIT BUILDER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	Richelle.savage@mattel.com		
Correspondent Name:	MATTEL, INC.		
Address Line 1:	333 CONTINENTAL BOULEVARD		
Address Line 2:	M1-1518		
Address Line 4:	EL SEGUNDO, CALIFORNIA 90245		
NAME OF SUBMITTER:	MICHAEL MOORE		
SIGNATURE:	/mcm/		
DATE SIGNED:	11/01/2016		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment agreement ("Assignment") is entered into as of October 21, 2016, between Pixel Press Technology, LLC ("Assignor"), and Mattel, Inc., ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Royalty Agreement, dated as of June 21, 2016, by and among Assignor and Assignee (the "Royalty Agreement"), pursuant to the terms and conditions of which Assignor agreed to sell and assign certain assets, including registered and common law trademarks, to Assignee; and

WHEREAS, Assignor and Assignee desire to memorialize Assignee's acquisition of all right, title and interest in, to and under the registered and common law trademarks assigned pursuant to the terms and conditions of the Royalty Agreement, including those identified in Exhibit A, attached hereto (the "Transferred Trademark Assets").

FOR GOOD AND VALUABLE CONSIDERATION set forth in the Royalty Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree and confirm that:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the Transferred Trademark Assets, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, and any and all trademark and/or service mark rights related thereto, as set forth in the Royalty Agreement; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including without limitation the right to recover damages, for any past, present, or future infringement, misappropriation, dilution and/or other unauthorized use of the Transferred Trademark Assets.

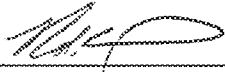
2. Assignor hereby agrees to execute, acknowledge and deliver any and all further documents and to take such other and further actions as Assignee, in its reasonable discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Transferred Trademark Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Transferred Trademark Assets, including without limitation, filing assignment documents in recordable form with any and all government agencies.

3. Assignor hereby authorizes and requests the U.S. Patents and Trademark Office and any corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Transferred Trademark Assets.


4. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Royalty Agreement, the terms of the Royalty Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Royalty Agreement or any of the rights of the Assignor or Assignee thereunder.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed.

PIXEL PRESS TECHNOLOGY, LLC

By: 
Name: ROBIN RATIN
Title: CEO

MATTEL, INC.

By: 
Name: MICHAEL HODES
Title: CONSOLE + ASSISTANT SECRETARY

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS

U.S. Registered Marks

<u>Mark (classes)</u>	<u>U.S. Reg. No. (reg. date)</u>
BLOXELS (class 9)	4,965,733 (May 24, 2016)
BLOXELS (class 28)	4,965,734 (May 24, 2016)
Bloxels Design (class 28)	4,965,735 (May 24, 2016)
Bloxels Design (class 9)	4,961,220 (May 17, 2016)

U.S. Pending Trademark/Service Mark Applications

<u>Mark (classes)</u>	<u>Application No. (filing date)</u>
INFINITY WALL (class 38)	87/051,649 (May 26, 2016)
13-BIT BUILDER (class 41)	87/051,653 (May 26, 2016)