

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Croakies a/k/a Croakies Inc.		01/20/2017	Corporation: WYOMING
RECEIVING PARTY DATA			
Name:	The Hilsinger Company		
Street Address:	33 West Bacon Street		
City:	Plainville		
State/Country:	MASSACHUSETTS		
Postal Code:	02762		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87224290	CROAKIES	
Serial Number:	73657623	CROAKIES FLOATER	
Serial Number:	86929111	SUITERS	
Serial Number:	74405714	TERRA-CORDS	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	216-867-7864		
Email:	dwilcox@bakerlaw.com		
Correspondent Name:	Deborah A. Wilcox, Baker & Hostetler LLP		
Address Line 1:	127 Public Square		
Address Line 2:	Key Tower, Suite 2000		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Deborah A. Wilcox		
SIGNATURE:	/daw/		
DATE SIGNED:	01/20/2017		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), is effective as of January 20, 2017, and entered into between The Hilsinger Company, a Delaware corporation (“Hilsinger”) and Croakies, a Wyoming corporation, a/k/a Croakies Inc. or Croakies, Inc., f/k/a Life Link International, Inc. a/k/a Life Link International Inc. (“Assignor”). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement (as hereinafter defined).

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of January 20, 2017, by and among Hilsinger, Assignor and the Seller Stockholders party thereto (the “Purchase Agreement”), Assignor has agreed to sell and assign to Hilsinger, among other assets, certain Intellectual Property, and has agreed to execute and deliver this IP Assignment for recording with the applicable government agencies in applicable jurisdictions; and

WHEREAS, the parties hereto desire to execute this IP Assignment to evidence the assignment by Assignor, and the assumption by Hilsinger, of that certain Intellectual Property at the Closing.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Hilsinger, and Hilsinger hereby accepts, all of Assignor’s right, title and interest in and to: (a) the Intellectual Property set forth on Exhibit A attached hereto and made a part hereof; (b) all rights of any kind whatsoever of Assignor accruing under any of the Intellectual Property set forth on Exhibit A provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) all goodwill and going concern value related to the Intellectual Property set forth on Exhibit A; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property set forth on Exhibit A; and (e) save and except for Actions relating to Retained Liabilities, any and all claims and causes of action with respect to any of the Intellectual Property set forth on Exhibit A whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the officials of the applicable government agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Hilsinger. Following the date hereof, from time to time after the execution of this IP Assignment, Assignor shall take such steps and actions and execute and deliver to Hilsinger such other instruments of conveyance and transfer and such other documents

as Hilsinger may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Hilsinger and to put Hilsinger in possession of the Intellectual Property set forth on Exhibit A and each part thereof.

3. Terms of the Purchase Agreement. The Intellectual Property set forth on Exhibit A is being conveyed hereunder subject to the qualifications, representations and warranties set forth in the Purchase Agreement, and Hilsinger acknowledges that Assignor makes no representation or warranty with respect to the Intellectual Property except as specifically set forth in the Purchase Agreement. Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any such provisions set forth in the Purchase Agreement.

4. Execution in Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

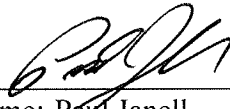
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment shall be interpreted exclusively in accordance with the laws of the State of Delaware as if this Agreement was made and to be wholly performed within the State of Delaware. Any otherwise applicable choice of law standards shall not apply as it is the parties' desire and intent that the laws of the State of Delaware shall be applied to any dispute related in any way to this Agreement, regardless of the choice of law principles of any jurisdiction. The parties hereto hereby consent to the exclusive jurisdiction of the United States District Court for the District of Delaware and the state courts of Delaware, and hereby waive any objection they may now or hereafter have to venue in such courts, whether such objection(s) shall be on the basis of convenience or otherwise. The parties hereto desire, intend and so agree that any and all claims in respect of the transactions herein shall be heard and determined exclusively in any Delaware state or federal court sitting in the City of Wilmington.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first above written.

THE HILSINGER COMPANY

By:  _____
Name: Paul Janell
Title: Chief Operating Officer

CROAKIES

By: _____
Name: John Krisik
Title: President

[Signature Page to IP Assignment]


TRADEMARK
REEL: 005971 FRAME: 0315

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first above written.

THE HILSINGER COMPANY

By: _____
Name: Paul Janell
Title: Chief Operating Officer

CROAKIES

By:  _____
Name: John Krisik
Title: President

[Signature Page to IP Assignment]

EXHIBIT A
Intellectual Property

1. Patents

Published Application or Issued Patent Number	Title	Inventor	Current Applicant or Assignee Name
US 8,523,350	Articulating eyeglass retainer system	KRISIK JOHN; WEURSLIN PETER	CROAKIES

2. Copyrights

Copyright Title	Country	Registration No.	Registration Date	Registered Owner
Spider web	US	VA0000852995	March 20, 1997	Life-Link International, Inc.
Sunflower	US	VA0000853004	March 20, 1997	Life-Link International, Inc.
Toucanville	US	VA0000852992	March 20, 1997	Life-Link International, Inc.
Traveljlin'	US	VA0000853007	March 20, 1997	Life-Link International, Inc.
Volage	US	VA0000852998	March 20, 1997	Life-Link International, Inc.
Wetland	US	VA0000853003	March 20, 1997	Life-Link International, Inc.
Woodland	US	VA0000853000	March 20, 1997	Life-Link International, Inc.
BAM	US	VA0000852996	March 20, 1997	Life-Link International, Inc.
Bistro	US	VA0000853008	March 20, 1997	Life-Link International, Inc.
Chameleon	US	VA0000852993	March 20, 1997	Life-Link International, Inc.
Daized	US	VA0000852999	March 20, 1997	Life-Link International, Inc.
Earth dance	US	VA0000853009	March 20, 1997	Life-Link International, Inc.
Fishin' bear	US	VA0000853001	March 20, 1997	Life-Link International, Inc.
Java jitters	US	VA0000852997	March 20, 1997	Life-Link International, Inc.
Jungle lizard	US	VA0000853005	March 20, 1997	Life-Link International, Inc.
Mermaids	US	VA0000852994	March 20, 1997	Life-Link International, Inc.

Mosh	US	VAA0000853006	March 20, 1997	Life-Link International, Inc.
Rasta fever	US	VAA0000853002	March 20, 1997	Life-Link International, Inc.
All sport C	US	VAA0000712139	May 25, 1995	Life-Link International, Inc. (employer for hire of Ixtla E. M. Vaughan)
Buffaloes	US	VAA00000712142	May 26, 1995	Life-Link International, Inc. (employer for hire of Ixtla E. M. Vaughan)
Croakies	US	VAA0000712141	May 25, 1995	Life-Link International, Inc. (employer for hire of Ixtla E. M. Vaughan)
Jungle	US	VAA0000712144	May 25, 1995	Life-Link International, Inc. (employer for hire of Ixtla E. M. Vaughan)
Sunflowers	US	VAA0000712143	May 25, 1995	Life-Link International, Inc. (employer for hire of Carol Patterson)
Totem	US	VAA0000712138	May 25, 1995	Life-Link International, Inc. (employer for hire of Carol Patterson)
Trail riders	US	VAA0000712145	May 25, 1995	Life-Link International, Inc. (employer for hire of Carol Patterson)
Zuma	US	VAA0000712140	May 25, 1995	Life-Link International, Inc. (employer for hire of Ixtla E. M. Vaughan)
Croakie print--Lizard	US	VAA0000675982	October 24, 1994	Life-Link International, Inc.
Croakie print--Snow carvers	US	VAA0000676003	October 24, 1994	Life-Link International, Inc.
Croakie print--Snow miser	US	VAA0000676004	October 24, 1994	Life-Link International, Inc.
Croakie print--Snow snake	US	VAA0000675975	October 24, 1994	Life-Link International, Inc.
Croakie print--Snowflake	US	VAA0000676007	October 24, 1994	Life-Link International, Inc.
Croakie print, Aztec	US	VAA0000676026	October 24, 1994	Life-Link International, Inc.
[Croakie print--Da rhino]	US	VAA0000675960	October 24, 1994	Life-Link International, Inc.
Croakie print--Dino	US	VAA0000675961	October 24, 1994	Life-Link International, Inc.
[Croakie print--Fat boys]	US	VAA0000675966	October 24, 1994	Life-Link International, Inc.
Croakie print--Jurassic zone	US	VAA0000675977	October 24, 1994	Life-Link International, Inc.
Croakie print--Koy [sic]	US	VAA0000675981	October 24, 1994	Life-Link International, Inc.
Croakie print--Rasta goyles	US	VAA0000675996	October 24, 1994	Life-Link International, Inc.

Croakie print--Red hot	US	VA00000675997	October 24, 1994	Life-Link International, Inc.
Croakie print, ying yang	US	VA00000676024	October 24, 1994	Life-Link International, Inc.
Croakie print--Reindeer rap	US	VA00000675998	October 24, 1994	Life-Link International, Inc.
Croakie print--Seahorse	US	VA00000676000	October 24, 1994	Life-Link International, Inc.
Croakie print--Seashells	US	VA00000675999	October 24, 1994	Life-Link International, Inc.
Croakie print--Snowflake rasta	US	VA00000676010	October 24, 1994	Life-Link International, Inc.
Croakie print--Snowflakes	US	VA00000676009	October 24, 1994	Life-Link International, Inc.
Croakie print--Tarpon	US	VA00000676013	October 24, 1994	Life-Link International, Inc.
Croakie print--Tarpon fly	US	VA00000676014	October 24, 1994	Life-Link International, Inc.
Croakie print, telemarkers	US	VA00000676016	October 24, 1994	Life-Link International, Inc.
Croakie print, trout fly	US	VA00000676017	October 24, 1994	Life-Link International, Inc.
Croakie print, western doggies	US	VA00000676020	October 24, 1994	Life-Link International, Inc.
Croakie print, Zulu	US	VA00000676025	October 24, 1994	Life-Link International, Inc.
[Croakie print--Dino bones]	US	VA00000675962	October 24, 1994	Life-Link International, Inc.
Croakie print--Dolphins	US	VA00000675963	October 24, 1994	Life-Link International, Inc.
Croakie print--Fly fishing	US	VA00000675969	October 24, 1994	Life-Link International, Inc.
Croakie print--Jungle (kid)	US	VA00000675976	October 24, 1994	Life-Link International, Inc.
Croakie print--Kid critters	US	VA00000675979	October 24, 1994	Life-Link International, Inc.
Croakie print--Kid western	US	VA00000675980	October 24, 1994	Life-Link International, Inc.
Croakie print--New fish	US	VA00000675986	October 24, 1994	Life-Link International, Inc.
Croakie print--Optical delusion	US	VA00000675988	October 24, 1994	Life-Link International, Inc.
Croakie print--Parrots	US	VA00000675990	October 24, 1994	Life-Link International, Inc.
Croakie print--Polar bear	US	VA00000675993	October 24, 1994	Life-Link International, Inc.
Croakie print--Rainforest	US	VA00000675995	October 24, 1994	Life-Link International, Inc.
Croakie print--Snowboarder	US	VA00000676006	October 24, 1994	Life-Link International, Inc.
Croakie print, verbage	US	VA00000676019	October 24, 1994	Life-Link International, Inc.
Croakie print, western rider	US	VA00000676021	October 24, 1994	Life-Link International, Inc.
Croakie print, whales	US	VA00000676022	October 24, 1994	Life-Link International, Inc.
Globbie	US	VA00000685020	October 24, 1994	Life-Link International, Inc.
Croakie print, bike tour	US	VA00000676029	October 24, 1994	Life-Link International, Inc.

Croakie print, bird	US	VA00000676030	October 24, 1994	Life-Link International, Inc.
Croakie print, blading	US	VA00000676031	October 24, 1994	Life-Link International, Inc.
Croakie print, butterfly	US	VA00000676033	October 24, 1994	Life-Link International, Inc.
Croakie print, cycle/road riders	US	VA00000676034	October 24, 1994	Life-Link International, Inc.
Croakie print--Monkey	US	VA00000675983	October 24, 1994	Life-Link International, Inc.
Croakie print--Mountain	US	VA00000675984	October 24, 1994	Life-Link International, Inc.
Croakie print--New pineapple	US	VA00000675992	October 24, 1994	Life-Link International, Inc.
Croakie print--Palm frond	US	VA00000675989	October 24, 1994	Life-Link International, Inc.
Croakie print--Rainbow trout	US	VA00000675994	October 24, 1994	Life-Link International, Inc.
Croakie print--Snowboard	US	VA00000676005	October 24, 1994	Life-Link International, Inc.
Croakie print, UR here	US	VA00000676018	October 24, 1994	Life-Link International, Inc.
Croakie print, winterscape	US	VA00000676023	October 24, 1994	Life-Link International, Inc.
[Croakie print--Icons]	US	VA00000675974	October 24, 1994	Life-Link International, Inc.
Croakie print--Kandinski	US	VA00000675978	October 24, 1994	Life-Link International, Inc.
Croakie print--Mountain bike	US	VA00000675985	October 24, 1994	Life-Link International, Inc.
Croakie print--New island	US	VA00000675987	October 24, 1994	Life-Link International, Inc.
Croakie print--Pineapple	US	VA00000675991	October 24, 1994	Life-Link International, Inc.
Croakie print--Ski dino	US	VA00000676001	October 24, 1994	Life-Link International, Inc.
Croakie print--Ski or die	US	VA00000676002	October 24, 1994	Life-Link International, Inc.
Croakie print--Snowflake graffiti	US	VA00000676008	October 24, 1994	Life-Link International, Inc.
Croakie print--Surf promo	US	VA00000676011	October 24, 1994	Life-Link International, Inc.
Croakie print--Surfer	US	VA00000676012	October 24, 1994	Life-Link International, Inc.
Croakie print, telemark	US	VA00000676015	October 24, 1994	Life-Link International, Inc.
Croakie print, beach umbrellas	US	VA00000676027	October 24, 1994	Life-Link International, Inc.
Croakie print, bike chain	US	VA00000676028	October 24, 1994	Life-Link International, Inc.
Croakie print, boneboarder	US	VA00000676032	October 24, 1994	Life-Link International, Inc.
Croakie print--Downhiller	US	VA00000675964	October 24, 1994	Life-Link International, Inc.
Croakie print--Electric snowflake	US	VA00000675965	October 24, 1994	Life-Link International, Inc.
Croakie print--fine art	US	VA00000685019	October 24, 1994	Life-Link International, Inc.
Croakie print--Floral	US	VA00000675967	October 24, 1994	Life-Link International, Inc.

Croakie print--Fun runners	US	VA0000675970	October 24, 1994	Life-Link International, Inc.
Croakie print--Goggle skiers	US	VA0000675971	October 24, 1994	Life-Link International, Inc.
Croakie print--Golf	US	VA0000675972	October 24, 1994	Life-Link International, Inc.
Croakie print--Graffiti	US	VA0000675973	October 24, 1994	Life-Link International, Inc.
Croakie print--Fish	US	VA0000675968	October 24, 1994	Life-Link International, Inc.

3. Trademarks

Trademark Name	Country	Registration No.	Serial No.	Filing Date	Registration Date	Registered Owner
CROAKIES	US		87-224290	November 2, 2016		Croakies Inc.
CROAKIES FLOATER	US	1468141	73-657623	April 27, 1987	December 8, 1987	Croakies
SUITERS	US		86-929111	March 4, 2016		Croakies Inc.
TERRA-CORDS	US	1868071	74-405714	June 25, 1993	December 20, 1994; renewed December 20, 2004	Croakies Inc.
CROAKIES	Brazil	817921630				Life-Link International Inc.
CROAKIES	Canada	TMAA270,709		April 10, 1981	July 2, 1982; renewed July 2, 2012	CROAKIES
CROAKIES	China	3331460			November 13, 2013	CROAKIES
CROAKIES	France	1653308		March 29, 1991	Renewed February 17, 2011	CROAKIES
CROAKIES	Italy	1438570	T020111C000897		March 25, 2011	CROAKIES
CROAKIES	UK	1151654			April 1, 1981	Life-Link International Inc.

4. Domain Names

- a. www.croakies.com
- b. www.croakiesdir.com
- c. www.croakiesasi.com