

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Siena Lending Group LLC		01/11/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Amzak Capital Management, LLC		
Street Address:	980 N. Federal Highway		
Internal Address:	Suite 315		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33432		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3571842	MARBLES	
Registration Number:	3953397	MARBLES THE BRAIN STORE	
Registration Number:	3998175	MARBLES	
Registration Number:	4123095	MINDSTEIN	
Registration Number:	4162283	MINDSPRING	
Registration Number:	4145448	MIND YOUR MARBLES	
Registration Number:	4322183	THE BRAIN CUBE	
Registration Number:	4329415	SKIPPITY DO	
Registration Number:	4336221	TOUCHY FEELY	
Registration Number:	4329426	STICK BOMBS	
Registration Number:	4325867	SMART PUZZLES	
Registration Number:	4329437	SPICKETY LIT	
Registration Number:	4777518	HOW TO MAKE A COWBOY TAKE A BATH	
Registration Number:	4329522	BRAIN SHOWERS	
Registration Number:	4344240	ROCK ME ARCHIMEDES	
Registration Number:	4645834	THINKAMABOB	
Registration Number:	4614544	BRAINBOWS	
Registration Number:	4614545	BRAINFREEZE	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	85876268	BRAINSESSIONS
Registration Number:	4516128	CATCHOO
Registration Number:	4614549	EGGHEAD
Registration Number:	4756422	FLINGONS
Registration Number:	4606378	THE FOUR SQUARE KIT WITH A WONKY BIT
Registration Number:	4554340	BRAINDROPS
Registration Number:	4606932	OAKEY DOKEY
Registration Number:	4713951	D.I.WISE
Registration Number:	4637110	THE BRAIN TICKLER
Registration Number:	4637132	IDIOMADDICT
Registration Number:	4687374	TIC TAC TWO

CORRESPONDENCE DATA

Fax Number: 7543001500

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.

Phone: 7543001500

Email: Info@ConceptLaw.com

Correspondent Name: Mark C. Johnson

Address Line 1: 6400 North Andrews Avenue, Suite 500

Address Line 4: Fort Lauderdale, FLORIDA 33309

NAME OF SUBMITTER:	Mark C. Johnson
SIGNATURE:	/Mark C. Johnson/
DATE SIGNED:	02/06/2017

Total Attachments: 8

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ASSIGNMENT AND ACCEPTANCE

Reference is made to the Loan and Security Agreement dated as of December 29, 2015 (as amended or modified from time to time, the "Loan Agreement") among Marbles Holdings, LLC a Delaware Limited Liability Company, Marble Brain Workshop LLC, a Delaware Limited Liability Company (each a "Loan Party Obligor") and Marbles, LLC an Illinois Limited Liability Company (the "Borrower") and Siena Lending Group, LLC a Delaware Limited Liability Company (the "Lender"). Terms defined in the Loan Agreement are used herein with the same meaning.

Reference is also made to the Loan Documents as defined in the Loan Agreement and described as follows:

1. Limited Guaranty and Suretyship Agreement dated December 29th, 2015 between Amzak Capital Management, LLC and M&M Marbles, LLC as Guarantors and Siena Lending Group LLC.
2. Intellectual Property Security Agreement, dated December 29th, 2015 between Marbles LLC and Marbles Holdings, LLC as grantors and Siena Lending Group LLC.
3. Subordination and Intercreditor Agreement dated December 29th, 2015 by and among AMPR Marbles Investors as the Subordinated Creditor, Marbles Holdings LLC, Marbles LLC and Siena Lending Group LLC.
4. Officer Indemnity Agreement dated December 29th, 2015 by and among Siena Lending Group LLC and Michael Smith as Officer.
5. Landlord's Agreement dated December 17th, 2015 by and among Mendell Street Lofts, LLC as the Landlord, Marbles LLC as the Borrower and Siena Lending Group, LLC as Lender.
6. Consent and Waiver Agreement dated June 30th, 2016 by and between KTR Illinois LLC as Landlord and Siena Lending Group LLC as Lender, as amended, modified, supplemented or restated and in effect from time to time the "Consent and Waiver Agreement".
7. Agreement regarding Stored Product of Customer in which Secured Party has a Security Interest dated June 29th, 2016, by and between NOW Express, Inc., Marbles LLC and Siena Lending Group LLC as the Secured Party as amended, modified, supplemented or restated and in effect from time to time the "Warehouseman's Agreement".
8. Blocked Account Control Agreement (Automatic Sweep/Frozen Account) dated January 6th, 2016 by and among Marbles Holdings, LLC, Siena Lending Group LLC and JP Morgan Chase Bank, N.A.
9. Amended and Restated Blocked Account Control Agreement (Shifting Control) dated January 12th, 2016 by and among Marbles Holdings, LLC, Siena Lending Group LLC and JP Morgan Chase Bank, N.A.
10. Credit Card Control Agreement dated June 20th, 2015 by and among by and among Marbles Holdings, LLC, Siena Lending Group LLC and Paymentech, LLC.
11. Custom's Agent/Broker Agreement dated January 28th, 2016 by and among Marbles LLC, Siena Lending Group LLC and RIM Logistics, Ltd.

The "Assignor" and the "Assignee" referred to on Schedule 1 hereto agree as follows:

1. As of the Effective Date (as defined below) the Assignor hereby sells and assigns to the Assignee without recourse representation or warranty whatsoever (except as expressly set forth herein), and the Assignee hereby purchases and assumes from the Assignor, all of the Assignor's rights and obligations under the Loan Agreement and under the Loan Documents. The Assignee hereby acknowledges that it is taking the Loan Documents as is, without recourse to the Assignor, without the benefit of any representations or warranties from the Assignor, except as expressly stated herein.

2. [REDACTED]

3. The Assignor (i) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any lien or security interest created by the Assignor; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Agreement and the other Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement or the Loan Documents or any other instrument or document furnished pursuant thereto; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower or any Loan Party Obligor of any of its obligations under the Loan Agreement or any other Loan Document.

4. The Assignee (i) confirms that it has received a copy of the Loan Agreement, together with copies of such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; [REDACTED]

5. This Assignment and Acceptance shall become effective as of the date on which all of the following conditions have been fulfilled (the "Effective Date"):

(a) Borrower and each Loan Party Obligor, the Assignor and the Assignee shall each have executed and delivered counterparts of this Assignment and Acceptance to each other; and

(b) the Assignor shall have received payment in full of the Purchase Price.

6. After the Effective Date, the Assignor shall execute and deliver to the Assignee, at the Borrower's or the Assignee's expense, such other documents, instruments, consents, assignments and agreements as the Assignee shall reasonably request from time to time, to further evidence or carry out the transfer and assignment contemplated by this Agreement and Acceptance.

7. As of the Effective Date (a) the Assignee shall be a party to the Loan Documents and, to the extent provided herein, shall have the rights and obligations under the Loan Agreement of the Assignor thereunder and (b) the Assignor shall and hereby does assign to the Assignee all of its rights, under the Loan Agreement and the other Loan Documents.

8. [REDACTED]

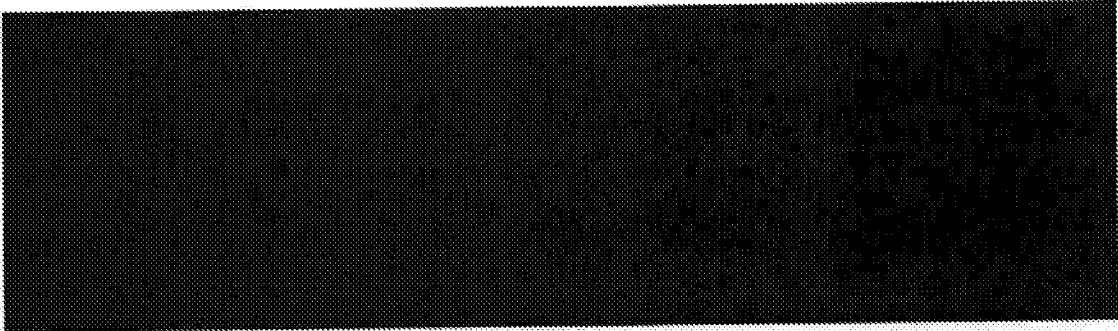
[REDACTED]

9. Borrower and each Loan Party Obligor and their respective officers, directors, employees, representatives, agents, executors, heirs, administrators, successors and assigns (Borrower and each Loan Party Obligor, collectively, the "Releasing Parties ") consents to this Assignment and agrees to be bound by its terms and conditions to the extent applicable to it. Each Releasing Party represents and warrants to Assignee that there are no defenses, offsets or counterclaims to any such party's obligations under any of the Loan Documents. For and in consideration of Assignor's agreements contained herein the Releasing Parties hereby release Assignor and each of its officers, directors, representatives, employees, agents, attorneys in fact, affiliates and successors and assigns (collectively, the "Assignor Parties") from any and all claims, demands, agreements, actions, expenses, damages, judgments, liabilities and obligations which any of the Releasing Parties has ever had against of the Assignor Parties pursuant to the Loan Documents or any of the transactions relating thereto and hereby agrees to indemnify the Assignor Parties from, and hold the Assignor Parties harmless against the same.

10. [REDACTED]

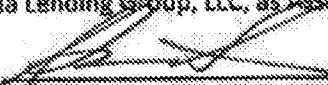
11. THE ASSIGNOR, THE ASSIGNEE, BORROWER, AND EACH LOAN PARTY OBLIGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

12. This Assignment and Acceptance may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment and Acceptance by telecopier shall be effective as delivery of a manually executed counterpart of this Assignment and Acceptance.



IN WITNESS WHEREOF, the Assignor and the Assignee have caused Schedule 1 to this Assignment and Acceptance to be executed by their officers thereunto duly authorized as of the date specified thereon.

Siena Lending Group, LLC, as Assignor

By 
Title: Duly Authorized Signatory

By 
Title: Duly Authorized Signatory

Dated: January ____, 2017

Amzak Capital Management, LLC, as Assignee

By _____
Title:

Lending Office:
980 North Federal Highway Ste. 315
Boca Raton, FL 33432

Acknowledged this

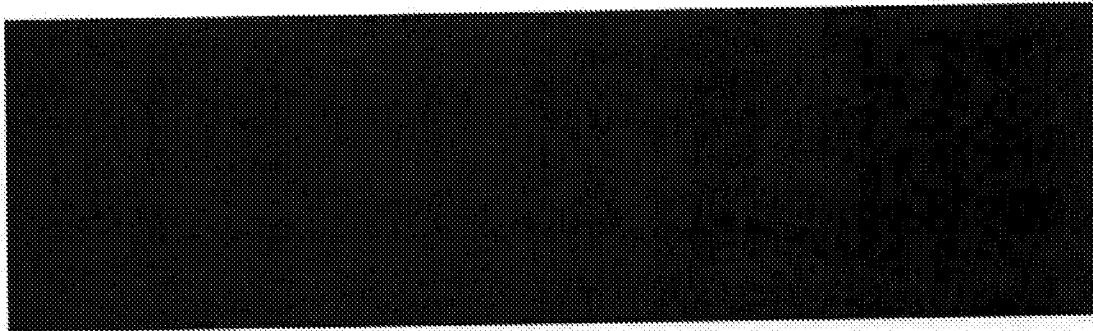
11th day of January 2017

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223429-10013

TRADEMARK
REEL: 005983 FRAME: 0880

11. THE ASSIGNOR, THE ASSIGNEE, BORROWER, AND EACH LOAN PARTY OBLIGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

12. This Assignment and Acceptance may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment and Acceptance by telecopier shall be effective as delivery of a manually executed counterpart of this Assignment and Acceptance.



IN WITNESS WHEREOF, the Assignor and the Assignee have caused Schedule 1 to this Assignment and Acceptance to be executed by their officers thereunto duly authorized as of the date specified thereon.

Siena Lending Group, LLC, as Assignor

By _____
Title: Duly Authorized Signatory

By _____
Title: Duly Authorized Signatory

Dated: January 11, 2017

Amzak Capital Management, LLC, as Assignee

By BERALD KAZMA
Title: MANAGER

Lending Office:
980 North Federal Highway Ste. 315
Boca Raton, FL 33432

Acknowledged this

11th day of January 2017

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Marbles Holdings, LLC

By: [Signature]

Title: COO/CEO

Marbles, LLC

By: Marbles Holdings, LLC, its sole member

By: [Signature]

Title: COO/CEO

Marbles Brain Workshop, LLC

By: Marbles Holdings, LLC, its sole member

By: [Signature]

Title: COO/CEO

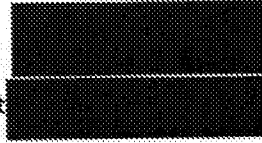
Schedule 1
to
Assignment and Acceptance

Assignor: Siena Lending Group LLC
Assignee: Amzak Capital Management, LLC

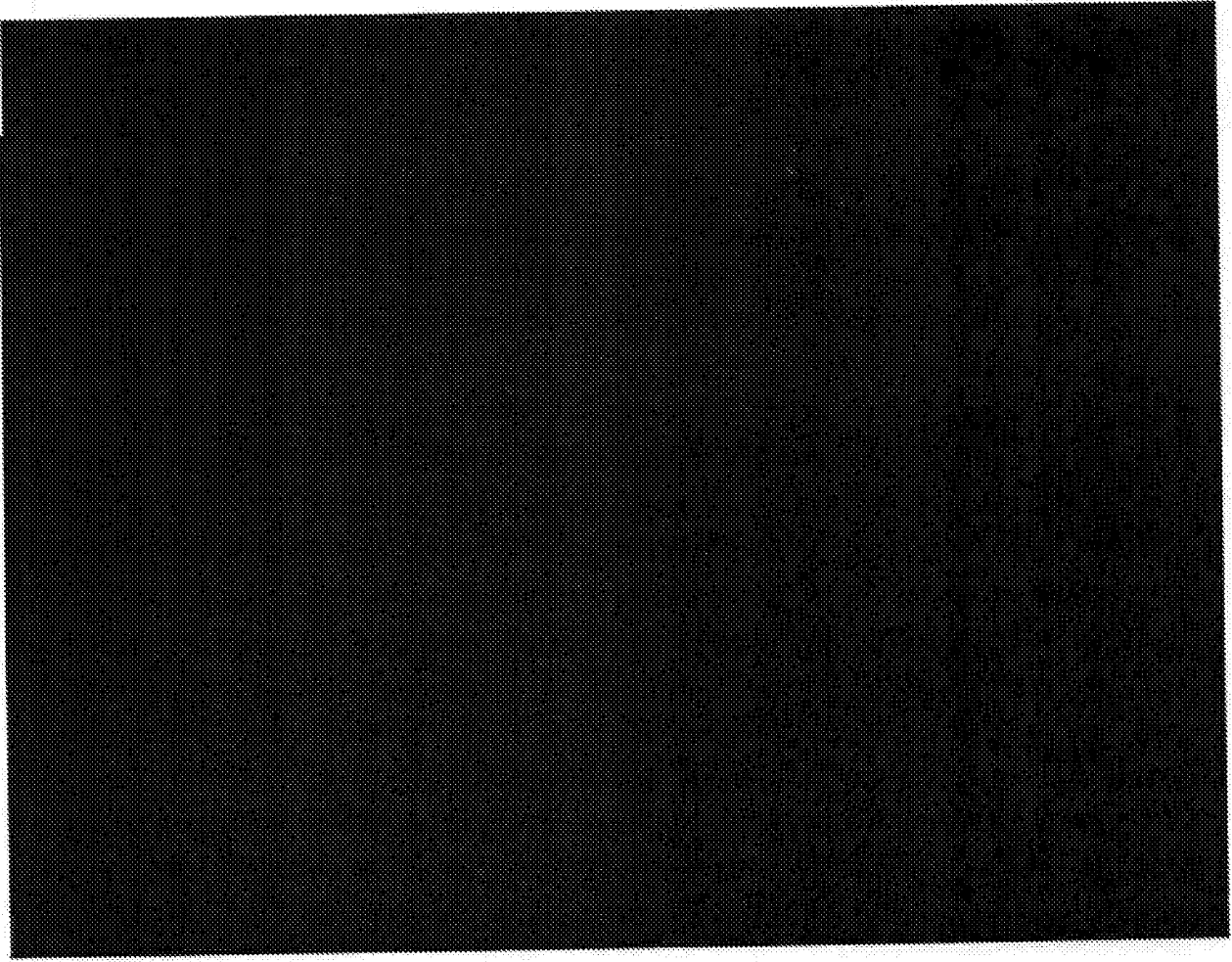
Percentage interest assigned: 100%

Assignee's Commitment:

Aggregate outstanding principal amount of Revolving Credit
Advances:



Effective Date: January 11, 2017



Assignee's Wire Instructions

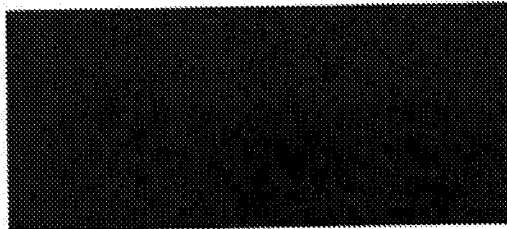
Bank:

ABA #:

Account Name:

Acct. #:

Reference:



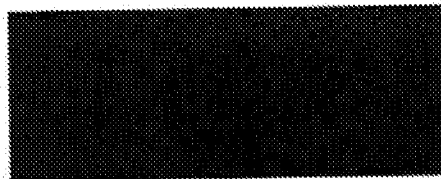
Assignor's Wire Instructions

Bank:

ABA #:

Account Name:

Acct. #:



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