

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/28/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Gear, Inc.		01/28/2016	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	The Good Soldier, LLC		
Doing Business As:	W Britain		
Street Address:	10420 Geiser Road		
City:	Holland		
State/Country:	OHIO		
Postal Code:	43528		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2074973	W BRITAIN	
CORRESPONDENCE DATA			
Fax Number:	8153019202		
<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:	6303558008		
Email:	brent@brentohlmann.com		
Correspondent Name:	Brent E Ohlmann		
Address Line 1:	1730 Park St Ste 210		
Address Line 4:	Naperville, ILLINOIS 60563		
NAME OF SUBMITTER:	Brent E. Ohlmann		
SIGNATURE:	/beo/		
DATE SIGNED:	02/15/2017		
Total Attachments: 4			
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OP \$40.00 2074973

COMBINED TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS COMBINED TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment"), is made and entered into as of January 28, 2016 (the "Effective Date"), by and between First Gear, Inc., an Iowa corporation ("Assignor"), and The Good Soldier, LLC, an Ohio limited liability company ("Assignee").

RECITALS

A. Assignor is the owner of certain registered and unregistered trademarks listed on Schedule A (the "Assigned Trademarks") and the domain names listed on Schedule A (the "Assigned Domain Name");

B. Assignor has transferred certain assets of Assignor to Assignee pursuant to an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"); the transferred assets include Assignor's ongoing and existing business with which the Assigned Trademarks and Assigned Domain Names are associated and connected; and

C. Assignee desires by execution of this Assignment to obtain an assignment of all of Assignor's right, title and interest in and to the Assigned Trademarks and Assigned Domain Names from Assignors, and Assignors desire, by execution of this Assignment, to grant an assignment of all of its right, title and interest in and to the Assigned Trademarks and Assigned Domain Names to Assignee.

AGREEMENT

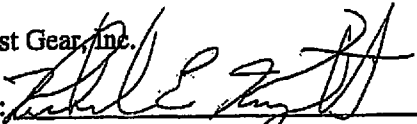
NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth in the Asset Purchase Agreement and this Assignment, Assignor and Assignee mutually agree as follows:

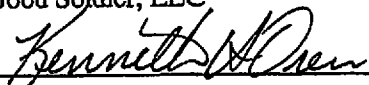
1. Assignment of Trademarks. The Assignor hereby assigns and transfers to Assignee and its successors, Assignor's entire right, title and interest in and to the Assigned Trademarks, including (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof. This assignment of the Assigned Trademarks is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

2. Exclusions. The above assignment expressly excludes United States Trademark Registration No. 2183241 for the mark "BRITAINS" and any associated goodwill and common law trademark rights for BRITAINS.

3. Assignment and Transfer of Domain Names and associated websites.
 - a. Subject to the terms, conditions and limitations set forth in this Assignment and the Asset Purchase Agreement, Assignor hereby assigns and transfers to Assignee, Assignor's rights, title and interest worldwide, both statutory and common law, in and to the Assigned Domain Names and corresponding domain name registrations, along with any and all associated trademark rights and goodwill, and Assignor's copyrights in any websites associated with the Assigned Domain Names. Assignor assigns and transfers to Assignee any causes of action for infringement or cybersquatting of the Assigned Domain Names or websites that may have accrued prior to the execution date of this Assignment.
 - b. Transfer Procedures. Upon execution of this Assignment, Assignor and Assignee shall promptly institute a transfer of the Assigned Domain Names in accordance with the domain name procedures enacted by the appropriate domain name registrar. Assignee shall have unrestricted use of the Assigned Domain Names. Assignor agrees to work with Assignee to facilitate the transfer of ownership of the Assigned Domain Name to Assignee's designated domain name registrars. Assignor and Assignee shall be work together to complete any registrar forms required by the appropriate domain name registrars. Assignee agrees to provide any information required by Assignor to complete all transfer of registrar forms.
 - c. After the transfer, Assignee shall be solely responsible for all registration and maintenance fees and procedures for the Assigned Domain Names.
4. Representations. Assignor hereby represents and warrants that Assignor: (i) is the sole owner of all right, title and interest in and to the Assigned Domain Names and Assigned Trademarks, (ii) has the right and ability to enter into this Assignment, (iii) has not executed, nor will execute, any assignments, licenses, employment agreements, non-competition agreements, grants of security interests, or other agreements that would limit in any way the effectiveness of the transfers described herein, and (iv) warrant that there are no pending or outstanding legal actions, arbitration, court orders, settlement arrangement, liens or judgments against Assignor that might encumber this Assignment. The transfers and assignments otherwise are AS IS with no representations or warranties from Assignor.

IN WITNESS WHEREOF, this Combined Trademark and Domain Name Assignment has been duly executed by the parties hereto as of the date first above written.







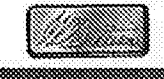
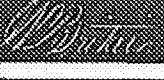

First Gear, Inc.
By: 
Richard E. Knight, President

The Good Soldier, LLC
By: 
Kenneth A. Osen
Its MANAGER/MEMBER

Signature Page to Combined Trademark and Domain Name Assignment

SCHEDULE A

Assigned Trademarks

Register No.	Register Date	Trademark	Country	Class/Goods*	Renewal Date
UK00002023152	12-Jul-1996	 	Great Britain	06/Statues	06-Jun-2025
UK00002344076	23-Sep-2003	     	Great Britain	06/Statuettes 20/Statuettes 28/Toys	23-Sep-2023
2074973	01-Jul-1997		United States	06/Statues 28/Toys	01-Jul-2017

Assigned Domain Names

The following domain names and any websites for same, including all copyrights and other intellectual property exclusively associated with such websites and owned by Assignor:

- a. www.wbritain.com
- b. www.wbritains.com
- c. www.wbritains.co.uk
- d. www.wbritaincollectorsclub.com
- e. www.wbritainscollectorsclub.com
- f. www.williambritainscollectorsclub.com
- g. www.williambritainscollectorsclub.co.uk
- h. www.williambritaintoysoldiers.com

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