

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ThinkFun IP Holdings, Inc.		02/24/2017	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Philip Sheppard		
Street Address:	1 Blyton Close		
Internal Address:	Beaconsfield		
City:	Buckinghamshire		
State/Country:	UNITED KINGDOM		
Postal Code:	HP9 2LX		
Entity Type:	INDIVIDUAL: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4778998	COMPOSE YOURSELF	
CORRESPONDENCE DATA			
Fax Number:	6106803312		
<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:	610-395-4900		
Email:	assignments@designip.com		
Correspondent Name:	JAMES J. AQUILINA		
Address Line 1:	5050 W. TILGHMAN STREET, SUITE 435		
Address Line 4:	ALLENTOWN, PENNSYLVANIA 18104		
DOMESTIC REPRESENTATIVE			
Name:	ThinkFun Holdings, Inc. (c/o Design IP)		
Address Line 1:	5050 W. Tilghman St.		
Address Line 2:	Suite 435		
Address Line 4:	Allentown, PENNSYLVANIA 18104		
NAME OF SUBMITTER:	JAMES J. AQUILINA		
SIGNATURE:	/JAMES J. AQUILINA/		
DATE SIGNED:	03/16/2017		

OP \$40.00 4778998

Total Attachments: 2

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TRADEMARK ASSIGNMENT

ASSIGNOR:

ThinkFun IP Holdings, Inc.
1321 Cameron St.
Alexandria, VA 22314
United States of America

ASSIGNEE:

Philip Sheppard
1 Blyton Close
Beaconsfield
Buckinghamshire
HP9 2LX
United Kingdom

Trademark: COMPOSE YOURSELF
Registration No.: 4,778,998
Registration Date: July 21, 2015

ASSIGNOR, a corporation organized under the laws of the Commonwealth of Virginia, United States of America, is the owner of the aforementioned trademark registration with the United States Patent and Trademark Office.

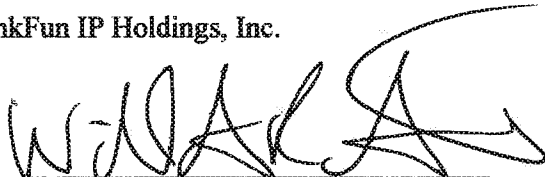
ASSIGNEE, an individual resident of the United Kingdom, is entitled to acquire the ownership rights to said trademark registration per the *License Agreement* dated May 7, 2014, which was previously executed between the parties.

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in and to said trademark, together with the goodwill of the business symbolized by said trademark and the aforementioned registration for said trademark.

For avoidance of doubt, the parties hereby agree that U.S. Trademark Registration No. 4,778,998 is to be included in the definition of PROPERTY as set forth in said *License Agreement*.

ThinkFun IP Holdings, Inc.

By:



William Ritchie, its CEO

Date:

2/24/17

Philip Sheppard,
an individual




01/24/17

**GRANT OF AUTHORITY TO EXCLUSIVE LICENSEE TO MAINTAIN U.S. TRADEMARK
REGISTRATION ON BEHALF OF OWNER**

1. I, Philip Sheppard, of 1 Blyton Close, Beaconsfield, Buckinghamshire, HP9 2LX, United Kingdom, am the owner by assignment of United States Trademark Registration No. 4,778,998 for the mark "COMPOSE YOURSELF" (hereinafter the "'998 Registration").
2. ThinkFun Holdings, Inc., a corporation organized under the laws of the Commonwealth of Virginia, United States of America and having a place of business at 1321 Cameron Street, Alexandria, Virginia 22314, United States of America, is the exclusive licensee of the '998 Registration via the *License Agreement* dated May 7, 2014, which was previously executed between the parties.
3. I hereby authorize ThinkFun Holdings, Inc. and/or its affiliated operating or holding companies, in connection with U.S.-based legal counsel or vendors of its choosing, to take all reasonable actions and incur all reasonable expenses necessary, at no cost whatsoever to me, to renew and otherwise maintain the '998 Registration during the term of the *License Agreement*, provided, however, that I shall be provided with prior written notice of any such necessary actions and instructions related thereto and copies of all related renewal or maintenance documents.
4. I hereby authorize any U.S.-based legal counsel or vendor, including but not limited to the law firm of Design IP, P.C. of Allentown, Pennsylvania, United States of America, to accept instructions from an officer, director, or employee of ThinkFun Holdings, Inc. and/or its affiliated operating or holding companies to take all reasonable actions and incur all reasonable expenses necessary, at no cost whatsoever to me, to renew and otherwise maintain the '998 Registration on my behalf, provided, however, that I shall be provided with prior written notice of any such necessary actions and instructions related thereto and copies of all related renewal or maintenance documents.
5. The authorizations granted by this document will terminate contemporaneously with the termination of the *License Agreement*.

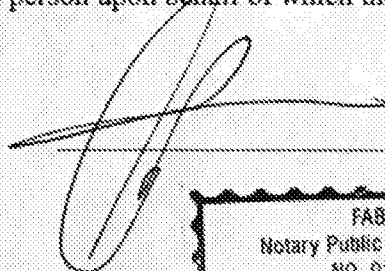
IT IS SO AUTHORIZED:


.....
PHILIP SHEPPARD

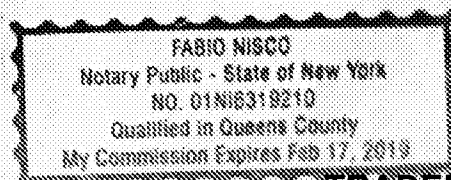
DATE: 13th Feb 2017

State of New York)
)ss.:
County of New York)

On the 13th day of February in the year 2017, before me, the undersigned notary public, personally appeared Philip Sheppard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



..... Notary Public



TRADEMARK