

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tinkineer, LLC		03/02/2017	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	PlayMonster LLC		
Street Address:	1400 E Inman Pkwy		
City:	Beloit		
State/Country:	WISCONSIN		
Postal Code:	53511		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86863254	TINKINEER	
Serial Number:	86863257	MARBLEOCITY	
CORRESPONDENCE DATA			
Fax Number:	9735972597		
<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:	9735972596		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew Hintz, Esq.		
Address Line 1:	c/o LOWENSTEIN SANDLER LLP		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	30231.10		
NAME OF SUBMITTER:	Matthew Hintz		
SIGNATURE:	/Matthew Hintz/		
DATE SIGNED:	04/03/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of March 2, 2017 (the "Effective Date") by Tinkineer, LLC, a Massachusetts limited liability company with an address at 100 Cummings Center, Suites 218-F and 430-J, Beverly, MA 01915 (the "Assignor"), for the benefit of PlayMonster LLC, a Delaware limited liability company, with an address at 1400 E. Inman Parkway, Beloit, WI 53511 (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor, the Assignee, and Adam Hocherman have entered into that certain Asset Purchase Agreement dated as of March 2, 2017 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, transfer, contribute, and assign to the Assignee, and the Assignee wishes to accept, all of the Assignor's right, title and interest in and to the trademarks, service marks, and registrations and applications therefor, that are set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith and portion of the ongoing and existing business to which the Marks pertain; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to record and perfect the rights granted herein.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Agreement. Nothing herein shall be deemed to limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the terms and conditions of this Agreement

and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

6. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

SCHEDULE A

Country	Mark	Filing Date	Ser. No.
United States	TINKINEER	Dec. 31, 2015	86863254
United States	MARBLEOCITY	Dec. 31, 2015	86863257