

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marbles Holdings Inc.	FORMERLY Marbles LLC	03/21/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Peggy Brown Creative Consulting LLC		
Street Address:	3239 South Logan Ave		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53207		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4123095	MINDSTEIN	
Registration Number:	4145448	MIND YOUR MARBLES	
Registration Number:	4329437	SPICKETY LIT	
Registration Number:	4645834	THINKAMABOB	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7737702544		
Email:	dan.baxter@marblesbrainworkshop.com		
Correspondent Name:	Dan Baxter		
Address Line 1:	1918 North Mendell St		
Address Line 2:	Suite #400		
Address Line 4:	Chicago, ILLINOIS 60642		
NAME OF SUBMITTER:	Daniel Baxter		
SIGNATURE:	/Daniel Baxter/		
DATE SIGNED:	04/05/2017		
Total Attachments: 2			

OP \$115.00 4123095

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TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between:

Marbles Holdings Inc (Marbles LLC) a corporation organized and existing under the laws of Illinois, located at 1918 North Mendell Street, Chicago, IL 60642 (the "Assignor") of the one part; AND

Peggy Brown Creative Consulting, LLC a corporation organized and existing under the laws of Wisconsin, located at 3239 South Logan Avenue, Milwaukee, WI 53207 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark(s) registration(s) (the "Trademark") in The United States of America (the "Territory") of which the particulars are set forth as follows:

<u>Trademarks</u>	<u>Class</u>	<u>Registration No.</u>
<i>Mindstein</i>	28	4,123,095
<i>Mind Your Marbles</i>	28	4,145,448
<i>Splickety Lit</i>	28	4,329,437
<i>Thinkamabob</i>	28	4,645,834

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark(s) Registration(s) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of \$115.00 US dollars (one hundred and fifteen US dollars only) paid by the Assignee to the Assignor to cover the Trademark Service fees (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.
4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the United States of America.
6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination or invalidity hereof shall be settled through bona fide negotiations between the Parties.
7. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 21st day of March, 2017.

For and on behalf of the Assignor

Signature: _____

By: _____

Title: _____

Scott Brown
CHIEF MERCHANT

For and on behalf of the Assignee

Signature: _____

By: _____

Title: _____

Margaret Brown
Owner