

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428696

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	11/05/2015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wm. K. Walthers, Inc.		05/22/2017	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harden Creek Slot Cars, LLC		
<b>Street Address:</b>	4505 Harden Blvd		
<b>City:</b>	Lakeland		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33818		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2706367	LIFE-LIKE RACING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8635148077		
<b>Email:</b>	steve@cygnetiplaw.com		
<b>Correspondent Name:</b>	Stephen W Aycock II		
<b>Address Line 1:</b>	5902 Pier Place Dr		
<b>Address Line 4:</b>	Lakeland, FLORIDA 33813		
<b>NAME OF SUBMITTER:</b>	Stephen W. AYCOCK II		
<b>SIGNATURE:</b>	/Stephen W. Aycock II/		
<b>DATE SIGNED:</b>	05/23/2017		
<b>Total Attachments: 1</b>			
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OP \$40.00 2706367

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between Harden Creek Slot Cars, LLC of 4505 Harden Blvd., Lakeland FL 33818, a Florida Limited Liability Company, (the "Assignee"), and Wm. K. Walthers, Inc., 5619 W Florist Ave, Milwaukee, WI 53218, a Wisconsin Corporation, (the "Assignor").

WHEREAS, Assignor is the owner of all right, title and interest in and to the "Life-Like Racing" trademark registration having Registration No. 2706367 (the "Trademark"), together with the goodwill of the business connected with and symbolized by the Trademark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks as of an effective date of November 5, 2015.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth above to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the effective date first above written.

ASSIGNOR ( Wm. K. Walthers, Inc.)

ASSIGNEE (Harden Creek Slot Cars, LLC)

J PHILIP WALTHERS

Terrell D. Flynn

By: J Philip Walthers

By: [Signature]

Title: PRESIDENT

Title: owner

**TRADEMARK**