

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429040

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marbles Holdings, LLC		04/28/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Spin Master Ltd.
Street Address:	121 Bloor Street East
City:	Toronto
State/Country:	CANADA
Postal Code:	M4W 3M5
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4614544	BRAINBOWS
Registration Number:	4554340	BRAINDROPS
Registration Number:	4614545	BRAINFREEZE
Registration Number:	4516128	CATCHOO
Registration Number:	4614549	EGGHEAD
Registration Number:	4756422	FLINGONS
Registration Number:	5036255	OTRIO
Registration Number:	4606378	THE FOUR SQUARE KIT WITH A WONKY BIT
Registration Number:	4336221	TOUCHY FEELY
Registration Number:	4329522	BRAIN SHOWERS
Registration Number:	4713951	D.I.WISE
Registration Number:	4777518	HOW TO MAKE A COWBOY TAKE A BATH
Registration Number:	4637132	IDIOMADDICT
Registration Number:	4344240	ROCK ME ARCHIMEDES
Registration Number:	4329415	SKIPPITY DO
Registration Number:	4325867	SMART PUZZLES
Registration Number:	4329426	STICK BOMBS
Registration Number:	4322183	THE BRAIN CUBE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4637110	THE BRAIN TICKLER
Registration Number:	4687374	TIC TAC TWO
Serial Number:	87310602	MARBOLOGY
Serial Number:	87314918	OH SNAP!
Serial Number:	86970428	THE GEEKBOX: METAL EDITION
Serial Number:	87310609	TUGIE
Serial Number:	87325158	PUCK!
Serial Number:	87329773	NEWTON
Serial Number:	87338041	FÜNDAPOP
Serial Number:	87338033	FLINGSET

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 416 364 6002 x. 2531
Email: katyd@spinmaster.com
Correspondent Name: Katy Davis
Address Line 1: 121 Bloor Street East
Address Line 2: Spin Master Ltd.
Address Line 4: Toronto, CANADA M4W 3M5

NAME OF SUBMITTER:	Katy Davis
SIGNATURE:	/Katy Davis/
DATE SIGNED:	05/26/2017

Total Attachments: 9
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made and entered into effective as of April 28, 2017 (the “Effective Date”), by and between MARBLES HOLDINGS, LLC, a Delaware limited liability (“Assignor”) and SPIN MASTER, LTD., a Canadian corporation (“Assignee”).

A. Assignor is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto;

B. Assignor, MARBLES LLC, an Illinois limited liability company, MARBLES BRAIN WORKSHOP, LLC, a Delaware limited liability company and Assignee entered into that certain Asset Purchase Agreement, dated as of April 7, 2017 (the “Asset Purchase Agreement”) providing, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of all of Assignor’s right, title and interest in and to the Trademarks, as that term is defined in the Asset Purchase Agreement, including, among other things, those trademarks listed in Exhibit A hereto (collectively, the “Trademarks”); and

C. On April 26, 2017, the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, in the chapter 11 cases of *In re Marbles Holdings, LLC, et al.*, Case No. 17-3309 (Jointly Administered), entered that certain *Order Authorizing Sale of E-Commerce and Wholesale Business Assets and Certain Other Assets of the Estates of the Debtors Free and Clear of Liens, Claims, Encumbrances and Interests, Assumption and Assignment of Executory Contracts and Unexpired Leases and Related Relief* [Doc. No. 260] (the “Sale Order”), approving the Asset Purchase Agreement and authorizing the execution of any instruments and documents as may be required or otherwise contemplated thereunder, including this Assignment.

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

1. Assignment. Subject to the provisions of the Asset Purchase Agreement and the Sale Order and any limitations set forth therein, Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright and domain name rights in the Trademarks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Trademarks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee’s own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully

and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignee accepts Assignor's right, title and interest in and to the Trademarks as an "as is," "where is" assignment, and Assignee acknowledges that such assignment is being made without representation or warranty of any kind except as expressly set forth in the Asset Purchase Agreement or the Sale Order.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and registering ownership rights in the Trademarks shall be borne solely by Assignee, its successors and assigns.

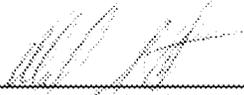
4. Miscellaneous. This Assignment and Exhibit A hereto, the Asset Purchase Agreement, and the Sale Order constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. In the event that any provision of this Assignment may be construed to conflict or be inconsistent with a provision or term of the Asset Purchase Agreement or the Sale Order, the provisions contained in the Sale Order, the Asset Purchase Agreement and this Assignment shall govern, in that order. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Illinois, without regard to its conflicts of law principles.

[signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

MARBLES HOLDINGS, LLC

SPIN MASTER, LTD.

By: 
Name: Michael Smith
Title: CEO/COO

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

MARBLES HOLDINGS, LLC

By: _____

Name: _____

Title: _____

SPIN MASTER, LTD.

By:  _____

Name: Christopher Harrs

Title: EVP and General Counsel

EXHIBIT A
TRADEMARKS

Trademark	Image	Country	App/Reg Details	Status	Class	Goods and Services	Owner Name	Comments
MARBLES THE BRAIN STORE & Design		Australia	App I7- AUG-2015 App I715049	Pending	9 16 25 28 41	09 Audio discs; Compact discs containing recorded sound; Computer game software; Computer programs for playing games; Education software; Educational science sets; Game programmes (programs) and software for use with electronic games of all kinds;	Marbles Holdings, LLC	Not on list provided AU TMO - 3 Jan 17 - No response to 1st Report within 12 mths Goods and services subject to change per examiner's report
MARBLES BRAIN WORKSHOP & Design		Australia	App I7- AUG-2015 App I715051	Pending	9 16 25 28 41	09 Audio discs; Compact discs containing recorded sound; Computer game software; Computer programs for playing games; Education software; Educational science sets; Game programmes (programs) and software for use with electronic games of all kinds;	Marbles Holdings, LLC	Not on list provided AU TMO - 3 Jan 17 - No response to 1st Report within 12 mths Goods and services subject to change per examiner's report
BRAINBOWS		United States	App I4- MAR-2013 App 85876177 Reg 30-SEP-2014 Reg 4614544	Registered	28	INT. CL. 28 TOYS, NAMELY, MULTICOLORED GEL BALLS WHICH EXPAND WHEN SUBMERGED IN WATER	MARBLES HOLDINGS INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Anzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of Recordation
BRAINDRIPS		United States	App 25- MAR-2013 App 85885911 Reg 24-JUN-2014 Reg 4554340	Registered	28	INT. CL. 28 TOYS, NAMELY, TRANSPARENT POLYMER BALLS THAT EXPAND WHEN HYDRATED	MARBLES HOLDINGS INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Anzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
BRAINFREEZE		United States	App I4- MAR-2013 App 85876178 Reg 30-SEP-2014 Reg 4614545	Registered	28	INT. CL. 28 TOYS, NAMELY, WHITE POLYMERS IN POWDER FORM THAT EXPAND WHEN HYDRATED	MARBLES HOLDINGS INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Anzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
CATCHOO		United States	App I4- MAR-2013 App 85876280 Reg 15-APR-2014 Reg 4516128	Registered	28	INT. CL. 28 TOYS AND GAMES, NAMELY, A THROW AND CATCH GAME INCLUDING TWO BALLS ATTACHED TO WRISTBANDS BY MEANS OF ELASTIC CORD MEANT TO BE THROWN AT SMALLER BALLS WHICH ATTACH TO ONE ANOTHER	MARBLES HOLDINGS INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Anzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
EGGHEAD		United States	App I4- MAR-2013 App 85876285 Reg 30-SEP-2014 Reg 4614549	Registered	28	INT. CL. 28 CARD GAME FEATURING RECALL MEMORY CATEGORIES AND AN EGG-SHAPED TIMER	MARBLES HOLDINGS INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Anzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of

Trademark	Image	Country	App/Reg Details	Status	Class	Goods and Services	Owner Name	Comments
FLINGONS		United States	App 14- MAR-2013 App 85876287 Reg 16-JUN-2015 Reg 4756422	Registered	28	INT. CL. 28 TOYS AND GAMES, NAMELY, FLEXIBLE, MULTI-LEGGED PARTS WITH A MAGNET EMBEDDED IN EACH LEG USED TO ATTACH TO ONE ANOTHER AND/OR OTHER MAGNETIC SURFACES	MARBLE'S HOLDINGS INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
OTRIO		United States	App 31-JAN- 2016 App 86892433 Reg 06-SEP-2016 Reg 5036255	Registered	28	INT. CL. 28 BOARD GAMES	MARBLE'S HOLDINGS INC.	No Security Interest
THE FOUR SQUARE KIT WITH A WONKY BIT		United States	App 14- MAR-2013 App 85876294 Reg 16-SEP-2014 Reg 4606378	Registered	28	INT. CL. 28 TOYS AND GAMES, NAMELY, AN INELASTIC BALL AND TWO RUBBER BANDS WITH SEMI-SPHERICAL EXTENSIONS WHICH WHEN PLACED ON BALL, CREATES AN UNPREDICTABLE BOUNCING PATTERN	MARBLE'S HOLDINGS INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
THINKAMBOB		United States	App 13- MAR-2013 App 85875248 Reg 25-NOV- 2014	Registered	28	INT. CL. 28 BOARD GAME COMPRISED OF CARDS AND GAME PIECES FEATURING MEMORY, VISUAL, AND PHYSICAL CHALLENGES TO BE COMPLETED WITHIN A CERTAIN TIME LIMIT	MARBLE'S HOLDINGS INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
TOUCHY FEELY		United States	App 21-MAY- 2012 App 85630713 Reg 14- MAY-2013 Reg 4336221	Registered	28	INT. CL. 28 TOYS AND GAMES, NAMELY, APPARATUS FOR PLAYING A SENSORY PERCEPTION GAME FEATURING CARDS DIRECTING PLAYERS TO FIND CERTAIN OBJECTS INSIDE A POP UP TUBE CONTAINER	MARBLE'S HOLDINGS INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
BRAIN SHOWERS (incl. HUMAN BODY, NIGHT SKY, and SAT WORDS)		United States	App 09- AUG-2012 App 85699247 Reg 30-APR- 2013 Reg 4329522	Registered	24	INT. CL. 24 SHOWER CURTAINS	MARBLE'S HOLDINGS INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
D.I.WISE (incl. HYDRAULIC ROBOTIC ARM, TREBUCHET, and DA VINCI'S CATAPULT)		United States	App 08-APR- 2014 App 86246212 Reg 31-MAR-2015 Reg 4713951	Registered	28	INT. CL. 28 EDUCATIONAL HOBBY CRAFT KITS COMPRISING OF WOODEN PIECES, RUBBER ELASTICS AND/OR STRING, AND GLUE FOR DEMONSTRATING PHYSICAL SCIENCE PHENOMENA	MARBLE'S HOLDINGS INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of Recordation
HOW TO MAKE A COWBOY TAKE A BATH		United States	App 06-JUL- 2012 App 85670745 Reg 21-JUL-2015 Reg 4777518	Registered	28	INT. CL. 28 TOY KIT, NAMELY, A WESTERN THEMED SET OF FLAT WOODEN COMPONENTS, GLUE, SANDPAPER, ASSORTED HARDWARE, AND ASSEMBLY INSTRUCTIONS, THAT ARE INTENDED TO BE ASSEMBLED BY THE USER INTO A CHAIN	MARBLE'S HOLDINGS INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of

Trademark	Image	Country	App/Reg Details	Status	Class	Goods and Services	Owner Name	Comments
IDIOMADDICT		United States	App 10-APR-2014 App Reg 86248781 Reg 11-NOV-2014 Reg 4637132	Registered	28	INT. CL. 28 PARLOUR GAMES	MARBLES HOLDINGS, INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
ROCK ME ARCHIMEDES		United States	App 09-AUG-2012 App 85699317 Reg 28-MAY-2013 Reg 4344240	Registered	28	INT. CL. 28 BOARD GAMES, NAMELY, A WOODEN BOARD, EQUIPPED WITH ROCKING BOTTOM, AND MARBLES INTENDED TO BE USED IN TWO-LAYER STRATEGIC GAMEPLAY	MARBLES HOLDINGS, INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
SKIPPIY DO		United States	App 18-MAY-2012 App 85629843 Reg 30-APR-2013 Reg 4329415	Registered	28	INT. CL. 28 TOYS, NAMELY, CIRCULAR ELASTIC BANDS USED FOR JUMP ROPING AND PRINTED INSTRUCTIONS, INSTRUCTING THE USER ON TRADITIONAL CHINESE JUMP ROPE TECHNIQUES	MARBLES HOLDINGS, INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
SMART PUZZLES (incl. KLIMT and VAN GOGH)		United States	App 29-MAY-2012 App 85637253 Reg 23-APR-2013 Reg 4325867	Registered	28	INT. CL. 28 PUZZLES	MARBLES HOLDINGS, INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
SPLICKETY LIT		United States	App 01-JUN-2012 App 85641305 Reg 30-APR-2013 Reg 4329437	Registered	28	INT. CL. 28 GAMES, NAMELY, A TRIVIA BASED BOARD GAME INCLUDING GAME BOARD, CARD DECK, AND PLAYER TOKENS FEATURING QUESTIONS AND ANSWERS IN WHICH CORRESPONDING CONSONANTS, VOWELS, OR	MARBLES HOLDINGS, INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
STICK BOMBS		United States	App 25-MAY-2012 App 85636209 Reg 30-APR-2013 Reg 4329426	Registered	28	INT. CL. 28 TOYS, NAMELY, BUILDING ELEMENTS COMPRISED OF WOODEN TONGUE DEPRESSORS, SAFETY GOGGLES, AND AN INSTRUCTION MANUAL, WHICH ARE USED TO CREATE MECHANICAL SPRING-LOADED DEVICES WOVEN TOGETHER	MARBLES HOLDINGS, INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
THE BRAIN CUBE		United States	App 18-MAY-2012 App 85629789 Reg 16-APR-2013 Reg 4322183	Registered	28	INT. CL. 28 PUZZLE GAMES	MARBLES HOLDINGS, INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
THE BRAIN TICKLER		United States	App 10-APR-2014 App 86248483 Reg 11-NOV-2014 Reg 4637110	Registered	10	INT. CL. 10 MANUAL HEAD MASSAGER	MARBLES HOLDINGS, INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Amzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of

Trademark	Image	Country	App/Reg Details	Status	Class	Goods and Services	Owner Name	Comments
TTC TAC TWO (incl. WOODEN)		United States	App 10-APR-2014 App 86248790 Reg 17-FEB-2015 Reg 4687374	Registered	28	INT. CL. 28 PARLOUR GAMES	MARBLES HOLDINGS, INC.	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Anzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
MARBLOOGY		United States	App 23-JAN-2017 App 87310602	Pending	28	INT. CL. 28 PUZZLE GAMES	MARBLES HOLDINGS, LLC	No Security Interest
OH SNAP!		United States	App 26-JAN-2017 App 87314918	Pending	28	INT. CL. 28 TABLETOP GAMES	MARBLES HOLDINGS, LLC	No Security Interest
THE GEEKBOX: METAL EDITION		United States	App 10-APR-2016 App 86970428	Pending Intent to Use	28	INT. CL. 28 MANIPULATIVE PUZZLES	MARBLES HOLDINGS, LLC	Not on list provided No Security Interest
TUGGLE		United States	App 23-JAN-2017 App 87310609	Pending	28	INT. CL. 28 EDUCATIONAL GAMES FOR DEVELOPING FINE MOTOR COORDINATION	MARBLES HOLDINGS, LLC	No Security Interest
PUCK!		United States	App 06-FEB-2017 App 87325158	Pending	28	INT. CL. 28 Tabletop games	MARBLES HOLDINGS, LLC	No Security Interest
NEWTON		United States	App 09-FEB-2017 App 87329773	Pending	28	INT. CL. 28 Tabletop games	MARBLES HOLDINGS, LLC	No Security Interest
FUNDAPOP		United States	App 16-FEB-2017 App 87338041	Pending	28		MARBLES HOLDINGS, LLC	No Security Interest
FLINGSFT		United States	App 16-FEB-2017 App 87338033	Pending	28		MARBLES HOLDINGS, LLC	No Security Interest

Trademark	Image	Country	App/Reg Details	Status	Class	Goods and Services	Owner Name	Comments
BRAIN SESSIONS			App 14-MAY-2013 App 85876268 Reg Request for Reconsideration Denied as of 26- AUG-2014				MARBLES HOLDINGS, INC.	

TRADEMARK

REEL: 006069 FRAME: 0973

RECORDED: 05/26/2017