

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429470

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TECHNO SOURCE USA, INC. | | 03/14/2011 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | LF CENTENNIAL LIMITED | | |
| Street Address: | Wickhams Cay II | | |
| Internal Address: | Vistra Corporate Services Centre | | |
| City: | Road Town, Tortola | | |
| State/Country: | VIRGIN ISLANDS, BRITISH | | |
| Postal Code: | VG1110 | | |
| Entity Type: | Corporation: VIRGIN ISLANDS, BRITISH | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3887303 | BUBBLE TALK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2066826031 | | |
| <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: | 206-622-4900 | | |
| Email: | wyndieb@seedip.com | | |
| Correspondent Name: | Seed IP Law Group LLP | | |
| Address Line 1: | 701 Fifth Avenue | | |
| Address Line 2: | Suite 5400 | | |
| Address Line 4: | Seattle, WASHINGTON 98104 | | |
| NAME OF SUBMITTER: | Kevin S. Costanza | | |
| SIGNATURE: | /Kevin S. Costanza/ | | |
| DATE SIGNED: | 05/31/2017 | | |
| Total Attachments: 7 | | | |
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ASSIGNMENT OF TRADEMARKS TO LF CENTENNIAL LIMITED

THIS ASSIGNMENT OF TRADEMARKS (this "Agreement") is made and entered into this 14th day of March, 2011 by and between **Techno Source USA, Inc.** hereinafter (the "Assignor") and **LF Centennial Limited** (hereinafter the "Assignee").

WITNESSETH:

WHEREAS, Assignor owns all of the rights and privileges to certain trademarks identified on Exhibit "A" hereto ("Intellectual Property" or "IP");

WHEREAS, Assignor desires to assign their rights to the IP to Assignee;

WHEREAS, Assignee desires to acquire all rights and privileges to the IP;

NOW THEREFORE, for good and valuable consideration and in consideration of the respective representations, warranties, covenants, agreements and conditions set forth in the agreement relating to the sale and purchase of certain assets and business of the Assignor entered into between Assignor, Assignee, Mr. Richard Migatz, Mr. Wayne Nathan and Mr. Eric Levin dated 4 March 2011, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignment of IP. Assignor hereby conveys and transfers to Assignee any and all rights of any kind or nature to the IP. Assignor may no longer use the IP or underlying technology for any purpose. Assignor represents and warrants that it possesses full and clear title to the IP and that Assignor has not previously sold, conveyed, transferred, pledged or assigned any interest in the IP to any individual or entity and shall not do so in the future.

Section 2. Consideration: The consideration for this Assignment shall be the sale of business assets from Assignor, and/or its affiliates, to Assignee.

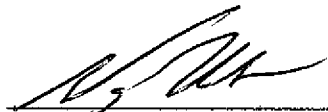
Section 3. Intellectual Property: All copyrights, patents, trade secrets or other intellectual property rights associated or derived from with the IP, including any ideas, concepts, techniques, inventions, processes contained therein, shall be for the sole and exclusive property of Assignee and Assignor retains no rights to the IP.

Section 4. Further Assurances. The Assignor shall from time to time after the date hereof at the request of the Assignee, and without further consideration, execute and deliver to it such additional instruments as the Assignee shall reasonably request to evidence more fully the assignments made under this Agreement.

Section 5. Entire Agreement. This Agreement shall be deemed the entire agreement by and between Assignor and Assignee with regard to the subject matter of this Agreement and

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks to [LF Centennial Limited] as of the date first above written.

**Approved and Agreed to By ASSIGNOR:
TECHNO SOURCE USA, INC.**

By:  _____

Agreed By [LF CENTENNIAL LIMITED]:

By: _____
Name: _____
Title: _____

supersedes any and all prior oral or written agreements to the contrary.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks to LF Centennial Limited as of the date first above written.

**Approved and Agreed to By ASSIGNOR:
TECHNO SOURCE USA, INC.**

By: _____

Agreed By LF CENTENNIAL LIMITED:

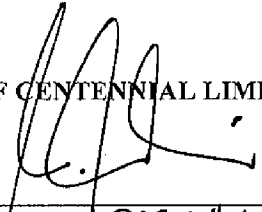



By: 
Name: BRET SCHUSTER
Title: DIRECTOR

EXHIBIT "A"

See List of Trademarks Attached Hereto

| Country | Mark | Class(es) | Application No. | Application Date | Registration No. | Registration Date | Status | |
|---------------|---|--|-----------------|------------------|------------------|-------------------|------------|------------|
| Australia | BUBBLE TALK | 28 | 1337374 | 16/12/2009 | 1337374 | 16/12/2009 | Registered | |
| Canada | BUBBLE TALK | 28 | 1464169 | 24/12/2009 | / | / | Advertised | |
| United States | ALPHA MIXER | 28 | 77088717 | 23/01/2007 | 3397281 | 18/03/2008 | Registered | |
| | AN ALL NEW SPIN ON THE WORLD'S #1 CUBE! | 28 | 77198842 | 06/06/2007 | 3359459 | 25/12/2007 | Registered | |
| | BUBBLE TALK | 28 | 77767254 | 24/06/2009 | 3887303 | 07/12/2010 | Registered | |
| | CODE CRACKER | 28 | 77038160 | 07/11/2006 | 3369954 | 15/01/2008 | Registered | |
| | CUBE CATCHER | 28 | 77038154 | 07/11/2006 | 3369953 | 15/01/2008 | Registered | |
| | CUBE CHALLENGE | 28 | 77049380 | 22/11/2006 | 3409886 | 08/04/2008 | Registered | |
| | GUESS WHAT I AM! | 28 | 77265783 | 28/08/2007 | 3731885 | 29/12/2009 | Registered | |
| | GUESS WHAT I AM! | 41 | 77549039 | 18/08/2008 | 3638147 | 16/06/2009 | Registered | |
| | | | 28 | 77276490 | 11/09/2007 | 3772110 | 06/04/2010 | Registered |
| | |  | | | | | | |
| | MULTIPLAYER MADNESS | 28 | 77038156 | 07/11/2006 | 3409855 | 08/04/2008 | Registered | |

| Country | Mark | Class(es) | Application No. | Application Date | Registration No. | Registration Date | Status |
|---------|---|-----------|-----------------|------------------|------------------|-------------------|------------|
| | PATTERN PANIC | 28 | 77038165 | 07/11/2006 | 3409856 | 08/04/2008 | Registered |
| | PREPARE TO BE OBSESSED | 9 | 78959779 | 24/08/2006 | 3279943 | 14/08/2007 | Registered |
| | PREPARE TO BE OBSESSED | 28 | 78727063 | 05/10/2005 | 3196210 | 09/01/2007 | Registered |
| | PUT YOUR GAME FACE ON! | 28 | 77313202 | 25/10/2007 | 3755202 | 02/03/2010 | Registered |
| | RAPID RECHARGE | 28 | 77038146 | 07/11/2006 | 3409854 | 08/04/2008 | Registered |
| |  | 28 | 78725203 | 03/10/2005 | 3212545 | 27/02/2007 | Registered |
| |  | 9 | 77008536 | 27/09/2006 | 3270960 | 31/07/2007 | Registered |
| | TEXT TUMBLER | 28 | 77089105 | 23/01/2007 | 3397284 | 18/03/2008 | Registered |

| Country | Mark | Class(es) | Application No. | Application Date | Registration No. | Registration Date | Status |
|---------|--|-----------|-----------------|------------------|------------------|-------------------|------------|
| | THE GAME OF GUESSING, ACTING, AND MAKING FUNNY FACE! | 28 | 77447800 | 14/04/2008 | 3763993 | 23/03/2010 | Registered |
| | WORLD | 28 | 77267932 | 30/08/2007 | 3401644 | 25/03/2008 | Registered |
| | YOUR FAVORITE GAME ANYWHERE, ANYTIME! | 28 | 77111840 | 20/02/2007 | 3387844 | 26/02/2008 | Registered |