

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436764

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brainy Acquisitions, Inc.		07/26/2017	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Small Fry Beginnings, LLC		
<b>Street Address:</b>	78 Dawson Village Way		
<b>Internal Address:</b>	Suite #140-212		
<b>City:</b>	Dawsonville		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30534		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4002221	BRAINY BABY	
<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>	5023457894		
<b>Email:</b>	suzi@hixonlaw.com		
<b>Correspondent Name:</b>	Suzan Hixon		
<b>Address Line 1:</b>	Suzan Hixon		
<b>Address Line 2:</b>	8381 West Hal Rogers PKWY		
<b>Address Line 4:</b>	London, KENTUCKY 40741		
<b>NAME OF SUBMITTER:</b>	Suzan Hixon		
<b>SIGNATURE:</b>	/Suzan Hixon/		
<b>DATE SIGNED:</b>	07/27/2017		
<b>Total Attachments: 2</b>			
source=Brainy_Baby_Assignment_Reg_No_4002221_-dennis_brainybaby.com#page1.tif			
source=Brainy_Baby_Assignment_Reg_No_4002221_-dennis_brainybaby.com#page2.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into freely by and between Brainy Acquisitions, Inc. ("Assignor"), a Georgia Corporation, and Small Fry Beginnings, LLC ("Assignee"), a Delaware Limited Liability Company (together, the "Parties").

WHEREAS, Assignor is the owner of all right, title and interest in and to the Trademark(s) identified as follows:

BRAINY BABY (Reg. No. 4002221)

(the "Trademark(s)"), for the goods/services recited therein, together with the goodwill of the business connected with and symbolized by the Trademark(s);

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in and to the Trademark(s); and,

WHEREAS, Assignor and Assignee are both duly authorized and capable of entering into this assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor does hereby irrevocably assign, sell, transfer, and convey to Assignee all rights, title, and interest (if any, including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as said rights, title and interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. The Assignor authorizes the USPTO and any other applicable jurisdictions outside of the United States to record the transfer of these Trademarks.

2. Representations and Warranties. Assignor represents and warrants to Assignee:

(a) Assignor has the right, power and authority (if any) to enter into this Assignment;  
https://app.hellosign.com

(b) Assignor was the exclusive owner of all right, title and interest (if any), including all intellectual property rights, in and to the Trademarks;  
https://app.hellosign.com

(c) The Trademark(s) are free of any liens, security interests, encumbrances or licenses;

(d) Assignor is not aware of any claims, pending or threatened, with respect to Assignor's rights in the Trademark(s);

*Dennis Fedoruk*

TRADEMARK

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(e) This Assignment is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and,

(f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

3. Entire Agreement. This Assignment contains the entire understanding and agreement between the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

4. Severability. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement as of the Effective Date: July 26 \_\_\_\_\_, 2017 ("Effective Date").

ASSIGNOR Brainy Acquisitions, Inc.:

By: Dennis Fedoruk [Signature]

Dennis Fedoruk [Print Name]

CCO [Official Capacity to Act on Behalf of Assignor]

07/26/2017 [Date]

ASSIGNEE Small Fry Beginnings, LLC:

By: Dennis Fedoruk [Signature]

Dennis Fedoruk [Print Name]

President [Official Capacity to Act on Behalf of Assignee]

07/26/2017 [Date]