

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451946

<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>
WholeSource, Inc.		10/28/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Play Tall Studios, Inc.		
<b>Street Address:</b>	578 Washington Blvd., #807		
<b>City:</b>	Marina Del Rey		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90292		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86849393	WHOLESOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668643947		
<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>	973-401-7157		
<b>Email:</b>	tm@myerswolin.com		
<b>Correspondent Name:</b>	Myers Wolin, LLC		
<b>Address Line 1:</b>	100 Headquarters Plaza		
<b>Address Line 2:</b>	North Tower, 6th Floor		
<b>Address Line 4:</b>	Morristown, NEW JERSEY 07960-6834		
<b>NAME OF SUBMITTER:</b>	Harris A. Wolin		
<b>SIGNATURE:</b>	/Harris A. Wolin/		
<b>DATE SIGNED:</b>	11/22/2017		
<b>Total Attachments: 1</b>			
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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT ("Assignment") is made this 27th day of October, 2017, by and between WholeSource, Inc. ("Assignor"), and Play Tall Studios, Inc. ("Assignee"), each having a principal address at 578 Washington Blvd., #807, Marina Del Rey, CA 90292.**

**RECITALS:**

Assignor has rights to the following U.S. trademark application (the "Mark"):

<u>Serial No.</u>	<u>Registration No.</u>	<u>Mark</u>
86/849,393		WHOLESOURCE

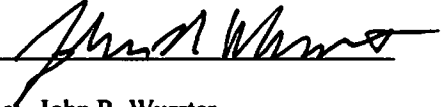
Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Mark, together with all good will and all other rights associated with the Mark.

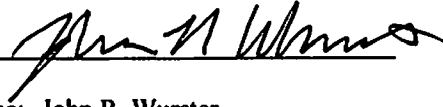
**NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and the mutual covenants herein contained, the parties hereto agree as follows:**

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the following:
  - a) The Mark;
  - b) All common law rights and good will associated with the Mark; and
  - c) The right to recover damages for any and all past infringement.
3. Assignee is a successor to the entire portion of the Assignor's business to which the Mark pertains.
4. This Assignment includes the entire portion of the Assignor's business to which the Mark pertains.

Assignee hereby accepts the assignment and conveyance of the Mark.

**IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first written above.**

**WHOLESOURCE, INC.**  
 By:   
 Name: John R. Wurster  
 Title: President  
 Date: 10/28/17

**PLAY TALL STUDIOS, INC.**  
 By:   
 Name: John R. Wurster  
 Title: President  
 Date: 10/28/17