

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UTTER NONSENSE, LLC		12/29/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	PLAYMONSTER LLC		
Street Address:	1400 E. Inman Parkway		
City:	Beloit		
State/Country:	WISCONSIN		
Postal Code:	53511		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4740394	UTTER NONSENSE	
Registration Number:	4745134	UTTER NONSENSE!	
Registration Number:	4745135		
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	30231.14		
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz/		
DATE SIGNED:	01/17/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of December 29, 2017 (the "Effective Date") by Utter Nonsense, LLC, an Illinois limited liability company (the "Assignor"), for the benefit of PlayMonster LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor, the Assignee and Tim Swindle have entered into that certain Asset Purchase Agreement dated as of December 29, 2017 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignor's right, title and interest in and to the trademarks, service marks, and registrations and applications therefor, that are included in the Purchased Assets, including those Trademarks that are set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks") (and, with respect to any intent-to-use trademark application included in the Marks, the business to which such trademark application pertains, which business is ongoing and existing).

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Upon request of Assignee, the Assignor agrees to execute and deliver to the Assignee and/or any person designated by the Assignee, at Assignee's cost, any and all additional documents and instruments that may be required to record and perfect the rights granted herein.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the

terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

6. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

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

UTTER NONSENSE, LLC

By: Timothy Swindle
Name: Timothy Swindle
Title: Sole Member

Address:
360 W. Illinois St.
Unit 624
Chicago, Illinois 60654

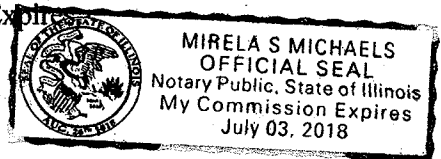
STATE OF Illinois, COUNTY OF Cook

The foregoing instrument was acknowledged before me this 29th day of December, 2017, by Timothy Swindle, the sole member of Utter Nonsense, LLC an Illinois limited liability company on behalf of said company. He is personally known to me or produced his drivers license as identification.

[Signature]
Notary Public

Mirela S Michaels
Typed, printed or stamped name of Notary Public

My Commission Expires



[Signature page to Trademark Assignment Agreement]

AGREED AND ACCEPTED:

PLAYMONSTER LLC

By: 

Name: Domenic J Grisanzio

Title: Chief Financial Officer


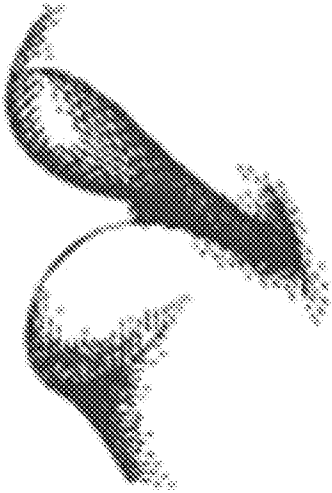
Address:

1400 E. Inman Parkway
Beloit, Wisconsin 53511
Attention: Chief Financial Officer

[Signature page to Trademark Assignment Agreement]

SCHEDULE A

Marks

Jurisdiction	Mark	Status	Registration No. (Application Serial No.)
United States	UTTER NONSENSE	Registered	4,740,394
United States		Registered	4,745,134
United States		Registered	4,745,135
Canada	UTTER NONSENSE	Registered	TMA961,730
European Union	UTTER NONSENSE	Registered	No. 014940985
Hong Kong	UTTER NONSENE	Registered	303635569
New Zealand	UTTER NONSENSE	Registered	1034359
Australia	UTTER NONSENSE	Registered	1742556