

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WholeSource, Inc.		01/10/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Play Tall Studios, Inc.		
Street Address:	578 Washington Blvd., #807		
City:	Marina Del Rey		
State/Country:	CALIFORNIA		
Postal Code:	90292		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85190398	WHOLESOURCE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	973-401-7157		
Email:	tm@myerswol.in.com		
Correspondent Name:	Myers Wolin, LLC		
Address Line 1:	100 Headquarters Plaza		
Address Line 2:	North Tower, 6th Floor		
Address Line 4:	Morristown, NEW JERSEY 07960		
NAME OF SUBMITTER:	Harris A. Wolin		
SIGNATURE:	/Harris A. Wolin/		
DATE SIGNED:	01/18/2018		
Total Attachments: 1			
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OP \$40.00 85190398

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made this 5th day of January, 2018, 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>
85/190,398		WHOLESOURCE

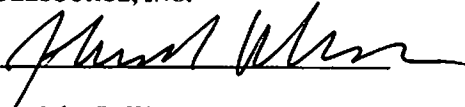
Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Mark, together with all good will and all other rights associated with the Mark.

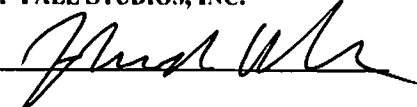
NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and the mutual covenants herein contained, the parties hereto agree as follows:

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: 1/10/18

PLAY TALL STUDIOS, INC.
 By: 
 Name: John R. Wurster
 Title: President
 Date: 1/10/18