

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SJM Partners, Inc.		02/01/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	SM Kids, LLC		
Street Address:	11890 Sunrise Valley Drive		
Internal Address:	Suite 554		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20191		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2087590	GOOGLES	
Serial Number:	86052534	GOOGLES	
Serial Number:	86053370	GOOGLES	
CORRESPONDENCE DATA			
Fax Number:	2136336899		
<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:	2136336816		
Email:	bobwyman@dwt.com		
Correspondent Name:	Robert A. Wyman		
Address Line 1:	865 S. Figueroa Street		
Address Line 2:	Suite 2400-DWT		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Robert A. Wyman		
SIGNATURE:	/RAW/		
DATE SIGNED:	02/13/2018		
Total Attachments: 1			
source=Assn-Googles-SJM to SM Kids-2018-02-01 #page1.tif			

OP \$90.00 2087590

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK, effective as of February 1, 2018, is entered into by and between SJM Partners, Inc. ("*Assignor*") and SM Kids, LLC ("*Assignee*").

WHEREAS, Assignor is the owner, by way of previous Assignment of the common law trademark, registered trademark, applications to register trademark and other registrations or applications related to the trademark known as "Googles", U.S. Registration Number 2087590 and U.S. Trademark Application Serial Numbers 86052534 and 86053370 (the "Trademark");

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by and associated with the Trademark; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by and associated with the Trademark, and to stand in the place of Assignor in all matters related thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee all of Assignor's right, title and interest, including common law rights associated with the Assigned Mark and applications and registrations thereof, any renewal rights therein, and the exclusive right to enforce the Assignment Trademark in the United States and throughout the world in the sole name of Assignee, its successors and assigns in the United States of America, and in all countries and jurisdictions of the world, in, to and under the Assigned Trademark, together with the goodwill of the business symbolized by and associated with the Trademark, and the right to sue and collect for past infringement thereof. Assignor represents and warrants to Assignee that it is the owner of the Trademark and the associated goodwill and no third party has any right, title or interest in connection therewith. Assignor shall indemnify and hold Assignee harmless from any damage or liability arising from any third party claim that it has an interest in the Trademark or related good will.

GOVERNING LAW, This Assignment shall be governed by, and construed in accordance with the laws of the State of California and the applicable federal laws of the United States of America.

Assignor:

SJM Partners, Inc.

By: *Ken Hill*
Its: *President*

Assignee:

SM Kids, LLC

By: *Ken Hill*
Its: *Manager*