

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468709

<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>
Going Bonkers, Inc.		03/26/2018	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Family Entertainment Group, LLC		
<b>Street Address:</b>	1265 Hamilton Parkway		
<b>City:</b>	Itasca		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60143		
<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>	3242839	GOING BONKERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122645618		
<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>	3123779592		
<b>Email:</b>	kkauffman@stuklaw.com		
<b>Correspondent Name:</b>	Kurt Kauffman		
<b>Address Line 1:</b>	414 N. Orleans St., Suite 210, 414 N. Or		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>NAME OF SUBMITTER:</b>	Kurt Kauffman		
<b>SIGNATURE:</b>	/KAK/		
<b>DATE SIGNED:</b>	04/05/2018		
<b>Total Attachments: 2</b>			
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source=Going Bonkers - Trademark Assignment Agreement (SIGNED)#page2.tif			

OP \$40.00 3242839

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is entered into on March 26, 2018 (the "Effective Date") by and between Going Bonkers, Inc., an Illinois corporation ("Assignor") and Family Entertainment Group, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to the "GOING BONKERS" trademark registered with the United States Patent & Trademark Office as trademark Registration No. 3242839 (the "Mark"); and

WHEREAS, Assignee and FEG Bonkers Topeka, LLC, FEG Bonkers Quincy, LLC and FEG Bonkers Columbia, LLC ("Purchasers") are entering into the Asset Purchase Agreement dated as of the Effective Date (the "APA"), pursuant to which Purchasers are purchasing certain assets of Assignor; and

WHEREAS, in connection with the APA, Assignor desires to assign to Assignee, and Assignee desires to accept, all right, title and interest in and to the Mark.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. Assignor conveys and assigns to Assignee, and Assignee accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, with all rights to sue and recover damages and/or profits for past infringements.

2. Representations and Warranties. Assignor represents and warrants that: (a) Assignor owns the entire right, title and interest in and to the Mark; (b) the registration for the Mark is currently valid and in full force and effect; (c) Assignor has not licensed the Mark to any third party or granted, either expressly or impliedly, any rights with respect to the Mark to any third party; and (d) there are no liens or security interests against the Mark.

3. Further Assurances. Assignor shall execute and deliver such other documents and instruments as Assignee may reasonably request in order to carry out the provisions hereof and to give effect to the transactions contemplated by this Assignment.

4. Miscellaneous. This Assignment shall be binding on and shall inure to the benefit of the parties and their successors and assigns, if any. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

GOING BONKERS, INC.  
("Assignor")

FAMILY ENTERTAINMENT GROUP, LLC  
("Assignee")

By: \_\_\_\_\_  
By: \_\_\_\_\_

*Richard Houseweart*

By: George Smith, President

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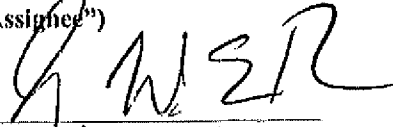
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GOING BONKERS, INC.  
("Assignor")

By: \_\_\_\_\_

FAMILY ENTERTAINMENT GROUP, LLC  
("Assignee")

  
By: George Smith, President