

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469039

<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>
Big Time Toys, L.L.C.		03/22/2018	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Legacy II, LLC		
<b>Street Address:</b>	480 JAMES ROBERTSON PKWY		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37219		
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5309270	SILLY SAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7037250817		
<b>Email:</b>	shane.cortesi@cortesiilaw.com		
<b>Correspondent Name:</b>	Shane Cortesi		
<b>Address Line 1:</b>	2709 Westwood Ave		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37212		
<b>NAME OF SUBMITTER:</b>	Shane Cortesi		
<b>SIGNATURE:</b>	/Shane Cortesi/		
<b>DATE SIGNED:</b>	04/09/2018		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (the "Agreement"), effective as of the date of last signature, is entered into between Big Time Toys, L.L.C. ("BTT"), a Tennessee limited liability company and Sam Harwell ("Harwell"), on one hand (Harwell and BTT, collectively, "Assignors") and Legacy II, LLC, a Tennessee limited company ("Assignee"), on the other hand.

### WITNESSETH:

WHEREAS, Assignors may hold some interest to the registered and unregistered trademarks set forth in Exhibit A (the "Assigned Trademarks"); and

WHEREAS, Assignee desires to purchase the Assigned Trademarks and associated goodwill and grant BTT a license to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants expressed herein, the Parties agree as follows:

1.1 For \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to the extent Assignors own any interest in the Assigned Trademarks, Assignors hereby sell, assign, and transfer to Assignee the entire right, title, and interest in and to the Assigned Trademarks (including all registrations and registration rights in the Assigned Trademarks) together with the good will symbolized by the Assigned Trademarks.

1.2 Assignee hereby grants BTT a revocable, royalty-free, worldwide, non-transferable, exclusive license to use the Assigned Trademarks in connection with the manufacture, packaging, sale, marketing, and distribution of BTT's products, said license revocable by Assignee upon providing thirty (30) days written notice to BTT.

1.3 All use of the Assigned Trademarks shall inure to the benefit and be the property of Assignee.

1.4 BTT shall use the Assigned Trademarks only in connection with goods manufactured, distributed and sold by or for the BTT in accordance with the specifications, directions and processes furnished to the Assignee and the quality of all goods sold under the Assigned Trademarks must be satisfactory to the Assignee. In order to assure that the development, manufacture, appearance, quality and distribution of the goods bearing the Assigned Trademarks are consonant with the Assigned Trademarks used to identify them, Assignee retains the right to participate at each stage of development and manufacture of such goods and to

approve or disprove of any development, manufacture, appearance, quality and/or distribution.

1.5 Both BTT and Assignee shall have the right, but not the obligation, to prosecute any infringement of the Assigned Trademarks. The Party electing to prosecute any infringement may select counsel, must pay all the expenses of any legal action it institutes and will be entitled to all recoveries therefrom, including any settlement payments. If both Parties elect to prosecute any infringement, the Parties shall split 50/50 all the expenses of any legal action they institute and all recoveries therefrom, including any settlement payments. Upon the commencement of a legal action by the BTT or Assignee against an infringer, the other Party shall cooperate with the Party commencing the action and shall render reasonable material assistance that the Party commencing the action may request at the Party commencing the action's expense.

1.6 The license granted under Article 1.2 is personal to BTT and BTT may not sublicense or assign said license without the advance written consent of Assignee, which may be withheld for any reason whatsoever.

1.7 This Agreement may be assigned by Assignee or Harwell to any person or entity. BTT may not assign this Agreement without the express written consent of Assignee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in their respective names and by their duly authorized representatives.

Sam Harwell

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Big Time Toys, L.L.C.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Legacy II, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: March 22, 2018

## Exhibit A

### Assigned Trademarks

The word mark "SOCKER BOPPERS" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "SERIOUS FUN" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "MOTORIFIC" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "SHARKMAN" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "SHARX" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "LITTLE MERMAID" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "PRINCESS MERMAID" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "SOCKEM BOPPERS<sup>TM</sup>" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "SUPERSWIMMER<sup>TM</sup>" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "SHARK ATTACK!<sup>TM</sup>" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "CREATURE ATTACK" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "BOP BUDDY" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "SPEEDBAG" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "WORK'N HARD HATS" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "MAXWAVE" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "MOTORIFIC" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "PAINT N SPLASH" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "YOYO BALL" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "BATTLE SPLASHERS" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "MOON SHOES" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "MOON STICK" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "THUNDER JETS" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "FINESSE PRESS" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "BIG TIME SPLASH" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

*Short of 4-6-18*  
The word mark "SHORT N SHOOT" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "AIR FREAKS" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "AIR JACK" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "TURBO SPARKLE" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "SPLASH BLASTER" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "QUICKICK" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "POOLBLES" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "YAKBAK" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.



The word mark "HUMAN HEADLIGHT" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "WATER WORKS" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "SILLY SAND" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "PUZZLE TOP" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "STACK ATTACK" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.

The word mark "BIG TIME" and all variations thereof and all trade dress and design marks associated with products manufactured, sold, marketed and distributed under the aforementioned word mark.