

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STEVE SPANGLER, INC.		04/01/2018	Corporation: COLORADO
SPANGLER SCIENCE CLUB, LLC		04/01/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	REALLY GOOD STUFF, LLC		
Street Address:	20 RYAN RANCH ROAD		
Internal Address:	SUITE 200		
City:	MONTEREY		
State/Country:	CALIFORNIA		
Postal Code:	93940		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	EXCELLIGENCE PARENT HOLDINGS, LLC		
Street Address:	20 RYAN RANCH ROAD		
Internal Address:	SUITE 200		
City:	MONTEREY		
State/Country:	CALIFORNIA		
Postal Code:	93940		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2928946	INSTA-SNOW	
Registration Number:	4398849	SICK SCIENCE	
CORRESPONDENCE DATA			
Fax Number:	2052445720		
<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:	205-458-5395		
Email:	srhyne@burr.com		
Correspondent Name:	J. SIMS RHYNE III		
Address Line 1:	420 NORTH 20TH STREET		

CH \$65.00 2928946

Address Line 2: SUITE 3400
Address Line 4: BIRMINGHAM,, ALABAMA 35203

ATTORNEY DOCKET NUMBER: 0028094.0000009

NAME OF SUBMITTER: J. SIMS RHYNE III

SIGNATURE: /J. SIMS RHYNE III/

DATE SIGNED: 06/13/2018

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of April 1, 2018, is made by Steve Spangler, Inc., a Colorado corporation ("SSI"), and Spangler Science Club, LLC, a Colorado limited liability company ("SSC" and, together with SSI, each a "Seller" and collectively the "Sellers"), in favor of Really Good Stuff, LLC, a Delaware limited liability company ("Buyer"), and Excelligence Parent Holdings, LLC, a Delaware limited liability company ("Buyer Parent").

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of March 12, 2018 (the "Purchase Agreement"), by and among Sellers, Buyer and the other parties thereto, Sellers have agreed to sell to Buyer, and Buyer has agreed to purchase from Sellers, the Purchased Assets that are not being contributed pursuant to the Rollover Agreement (as defined below) as set forth and described in the Purchase Agreement;

WHEREAS, pursuant to that certain Rollover Agreement, dated as of the date hereof, among Sellers, Buyer Parent and the other parties thereto ("Rollover Agreement"), Sellers have agreed to contribute to Buyer Parent, and Buyer Parent has agreed to accept from Sellers, the Contributed Assets (as defined in the Rollover Agreement) in exchange for the issuance by Buyer Parent of Company Units (as defined in the Rollover Agreement);

WHEREAS, pursuant to the Purchase Agreement and the Rollover Agreement, Sellers have agreed to sell, assign, transfer and convey to Buyer and Buyer Parent, as part of the Purchased Assets, the Intellectual Property Assets and Intellectual Property Registrations, which assets include, but are not limited to, those listed on Schedule I attached hereto, and have agreed to execute and deliver this IP Assignment to evidence the transfer and assignment of the Intellectual Property Assets and Intellectual Property Registrations, and for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Subject to, and as more particularly described in, the Purchase Agreement and the Rollover Agreement, each Seller hereby irrevocably conveys, transfers, and assigns to Buyer and Buyer Parent, and Buyer and Buyer Parent hereby accept from such Seller, all of such Seller's right, title, interest and goodwill in and to the following (the "Assigned IP"):

- (a) all Intellectual Property Assets and Intellectual Property Registrations;

(b) all rights of any kind whatsoever of such Seller accruing under the Intellectual Property Assets and Intellectual Property Registrations provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer or Buyer Parent. Following the date hereof, upon Buyer's or Buyer Parent's reasonable request, Sellers shall take such steps and actions, and provide such cooperation and assistance to Buyer or Buyer Parent and their respective successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer and Buyer Parent, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement and the Rollover Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement and the Rollover Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement, the Rollover Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither Seller shall assign this IP Assignment without the prior written consent of Buyer and Buyer Parent.

6. Severability. The invalidity or unenforceability of any of the terms, conditions or provisions hereof shall not limit or impair the operation or validity of any other term or provision of this IP Assignment, and the remainder of this IP Assignment shall remain operative and in full force and effect.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

SELLERS:

STEVE SPANGLER, INC.

By: _____

Name: Steven D. Spangler

Title: President

SPANGLER SCIENCE CLUB, LLC

By: _____

Name: Steven D. Spangler

Title: Authorized Representative

Schedule I

1. Copyrights

- a. Title: Fire Bubbles and Exploding Toothpaste, Registration No. TX0008150098, Date of Publication: October 10, 2011, Registration Date: August 18, 2015.
- b. Title: Safety Information and Instructional Materials for Sodium Polyacrylate Snow, Registration No. TX0007260369, Date of Publication: January 1, 2004, Registration Date: December 6, 2010.
- c. Title: Naked Eggs and Flying Potatoes: Unforgettable Experiments that Make Science Fun, Registration No. TX0007719965, Date of Publication: September 1, 2010, Registration Date: April 25, 2013.

2. Trademarks

- a. INSTA-SNOW, Registration No. 2,928,946, registered on March 1, 2005.
- b. Sick Science, Registration No. 4,398,849, registered on September 10, 2013.

3. Trade Names

- a. Steve Spangler Science
- b. SICK Science
- c. Spangler Science

4. Patents

- a. U.S. Patent No. 7,971,801, Apparatus and method for a solid catalyst and fluid dynamic eruption reaction, Publication Date: April 24, 2008.
- b. U.S. Patent No. 8,550,379, Apparatus and method for a solid catalyst and fluid dynamic eruption reaction, Publication Date: January 12, 2012.
- c. U.S. Patent No. 9,524,657, Apparatus and method for a solid catalyst and fluid dynamic eruption reaction, Publication Date: November 3, 2011.
- d. U.S. Patent No. 9,273,633, Apparatus and method for a solid catalyst and fluid dynamic eruption reaction, Publication Date: April 17, 2014.

5. Domain Names

- a. stevespanglerscience.com
- b. stevespanglerscience.net
- c. stevespanglerscience.org
- d. stevespanglerscience.xxx
- e. stevespanglersciencesucks.com
- f. spanglerscienceclub.com
- g. instasnow.com
- h. insta-snow.com
- i. atomicslime.com

j. dailysciencelesson.com
k. experimentoftheweek.com
l. geysereperiment.com
m. geysertube.com
n. goproscience.com
o. halloweensci.com
p. halloweenscience.com
q. instantsciencefair.com
r. mentosdietcoke.com
s. mentosexperiment.com
t. myfirstexperiment.com
u. myfirstscienceexperiment.com
v. myfirstscienceproject.com
w. mygeyser.com
x. nakedeggs.com
y. seltzerscience.com
z. sickscience.com
aa. sickscienceclub.com
bb. sicksciencepro.com
cc. slime101.com
dd. spanglerclub.com
ee. spanglersci.com
ff. spanglerscience.tv
gg. spanglersciencelabs.com
hh. spanglerstore.com
ii. spanglersuperslime.com
jj. spanglertoys.com
kk. teacherdiscoveries.com
ll. thesciencetoy.com
mm. yuckscience.com