

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477061

<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>
Honor Metro Limited		05/21/2018	Corporation: VIRGIN ISLANDS, BRITISH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Honor Metro Limited		
<b>Street Address:</b>	66 Mody Rd.		
<b>Internal Address:</b>	Ste. 223-231, Tsimshatsui Ctr.		
<b>City:</b>	Tsim Sha Tsui, Kowloon		
<b>State/Country:</b>	HONG KONG		
<b>Entity Type:</b>	Corporation: MARSHALL ISLANDS		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5055737	BOOGER BALLS	
<b>Registration Number:</b>	4447450	BUBBLE HURRICANE	
<b>Serial Number:</b>	87829700	BUBBLE PONG	
<b>Registration Number:</b>	4447451	BUBBLE TYPHOON	
<b>Registration Number:</b>	4856438	CLICK-N-CLIMB	
<b>Registration Number:</b>	4856613	CLIMB-OVERS	
<b>Registration Number:</b>	2848812	GAZILLION BUBBLES	
<b>Registration Number:</b>	5177836	GAZILLION SPLASH	
<b>Serial Number:</b>	87469965	HERODRIVE	
<b>Registration Number:</b>	4659993	NYLINT	
<b>Registration Number:</b>	1281715	NYLINT	
<b>Serial Number:</b>	87809087	POWER MOVERS	
<b>Serial Number:</b>	87071064	RAINBOW BUTTERFLY UNICORN KITTY	
<b>Registration Number:</b>	4614437	SOFT WALKIN' WHEELS	
<b>Registration Number:</b>	4891666	STACKINS STACKABLE FRIENDS	
<b>Serial Number:</b>	87377610	STARRY EYED SURPRISE	
<b>Registration Number:</b>	5114757	T-REX	
<b>Registration Number:</b>	4657426	WOBBLE WHEELS	

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**CORRESPONDENCE DATA****Fax Number:** 2157359305

*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.*

**Phone:** 2157359302**Email:** Trademarks@thebellesgroup.com**Correspondent Name:** Belles Katz LLC**Address Line 1:** 337 S. 18th Street**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	FNT-TM-GEN
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<b>NAME OF SUBMITTER:</b>	Lisa Peller London
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<b>SIGNATURE:</b>	/lisapellerlondon/
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<b>DATE SIGNED:</b>	06/06/2018
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**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made by and between Honor Metro Limited, a British Virgin Islands corporation having an address at J&C Building, 3<sup>rd</sup> Floor, PO Box 933, Road Town, Tortola, British Virgin Islands VG1110 ("Assignor"), and Honor Metro Limited, a Marshall Islands corporation having an address at Ste. 223-231, Tsimshatsui Ctr, 66 Mody Rd., Tsim Sha Tsui, Kowloon, Hong Kong ("Assignee") (collectively the "Parties") as follows:

**WHEREAS**, Assignor owns, by assignment or otherwise, all right, title, and interest in the trademarks and service marks, including, but not limited to, those specifically set forth in Schedule 1, and all goodwill associated therewith (hereinafter the "Trademarks");

**WHEREAS**, Assignee desires to own Assignor's entire right, title, and interest in and to the Trademarks, in all countries throughout the world, and in and to all goodwill associated therewith; and

**NOW THEREFORE**, be it known that, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, conveys, grants and sets over to Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Trademarks (whether registered or unregistered), as well as all goodwill associated therewith, including, but not limited to, any and all renewals, reversions and extensions thereof and the right to register the Trademarks that may hereafter be secured under the laws now or hereafter in effect in all relevant jurisdictions, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

**AND**, the parties **HEREBY** acknowledge that, for those Trademarks listed in Schedule I as pending applications filed in the United States on an intent-to-use basis under Section 1(b) of the Lanham Act, Assignee has acquired that part of the business of Assignor to which each such Trademark pertains;

**AND**, Assignor **HEREBY** authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue, assign, and/or record as assignee for all trademarks to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

**AND**, Assignor **HEREBY** further agrees that, from and after the date of this Assignment, Assignee has succeeded to all of Assignor's right, title, interest and standing to receive all rights and benefits pertaining to the Trademarks, institute and prosecute all suits and proceedings, take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, title or interest of any kind under any and all of the Trademarks, including, without limitation, the right to sue

for all past, present and future infringements or other violations of any rights relating thereto, to settle, defend, compromise and retain proceeds from any actions, suits, or proceedings relating to the transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable;

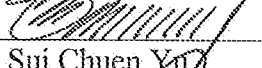
**AND**, Assignor **HEREBY** relinquishes exclusivity to Assignee all of Assignor's right, title and interest in and to all accrued and future causes of action for injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) resulting from infringements or alleged infringements of the Trademarks and this Assignment expressly includes the right to sue for pre-assignment infringements and any injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) in connection with the same;

**AND**, Assignor **HEREBY** further covenants that Assignor has the full right to convey the interest assigned by this Assignment, Assignor will take all action and execute all documents necessary to perfect the interest assigned hereby, and Assignor has not executed and will not execute any agreement in conflict with this Assignment;

**AND**, Assignor **HEREBY** further covenants and agrees that Assignor, through its officers and employees, will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor and its officers and employees respecting the Trademarks and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Trademarks in said Assignee, its successors and assigns, make all rightful oaths, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the Trademarks in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

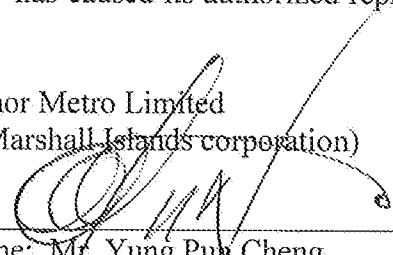
**IN TESTIMONY WHEREOF**, each party has caused its authorized representative to execute this Assignment.

Honor Metro Limited  
(a British Virgin Islands corporation)

By:   
Name: Mr. Sui Chuen Yau  
Title: Director

Date: 05/21/2018

Honor Metro Limited  
(a Marshall Islands corporation)

By:   
Name: Mr. Yung Pui Cheng  
Title: Director

Date: 05/21/2018

SCHEDULE 1

MARK	COUNTRY	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE
SUPERDRIVE	AU	1823122	01-Feb-2017	1823122	16-Aug-2017
RAINBOW BUTTERFLY UNICORN KITTY	EM	15547409	15-Jun-2016		
SUPERDRIVE	EM	16292997	27-Jan-2017	016292997	12-Jun-2017
FUNRISE & Design	HK	304328361	08-Nov-2017		
RAINBOW BUTTERFLY UNICORN KITTY	RU	2016747054	12-Dec-2016	641451	11-Jan-2018
SUPERDRIVE	RU	2017702667	27-Jan-2017		
BOOGER BALLS	U.S	86692594	14-Jul-2015	5055737	04-Oct-2016
BUBBLE HURRICANE	U.S	85912602	23-Apr-2013	4447450	10-Dec-2013
BUBBLE PONG	U.S	87829700	12-Mar-2018		
BUBBLE TYPHOON	U.S	85912604	23-Apr-2013	4447451	10-Dec-2013
Click `n Climb	U.S	86322051	26-Jun-2014	4856438	17-Nov-2015
CLIMBOVERS	U.S	86391419	10-Sep-2014	4856613	17-Nov-2015
GAZILLION BUBBLES	U.S	76462088	28-Oct-2002	2848812	01-Jun-2004
GAZILLION SPLASH	U.S	86904892	11-Feb-2016	5177836	04-Apr-2017
HERODRIVE	U.S	87469965	31-May-2017		
NYLINT	U.S	85621422	10-May-2012	4659993	23-Dec-2014
NYLINT	U.S	73428784	06-Jun-1983	1281715	12-Jun-1984
POWER MOVERS	U.S	87809087	23-Feb-2018		
RAINBOW BUTTERFLY UNICORN KITTY	U.S	87071064	14-Jun-2016		
SOFT WALKIN' WHEELS	U.S	85819646	10-Jan-2013	4614437	30-Sep-2014
STACKINS STACKABLE FRIENDS	U.S	86511861	23-Jan-2015	4891666	26-Jan-2016
STARRY EYED SURPRISE	U.S	87377610	20-Mar-2017		
T-REX & Design	U.S	85863410	28-Feb-2013	5114757	03-Jan-2017
WOBBLE WHEELS	U.S	86083021	08-Oct-2013	4657426	16-Dec-2014
RAINBOW BUTTERFLY UNICORN KITTY	UK	3196288	11-Nov-2016	3196288	11-Nov-2016
SUPERDRIVE	UK	3209122	27-Jan-2017	3209122	27-Jan-2017