

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496358

<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>
Interplay UK Ltd		11/01/2018	Limited Liability Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PlayMonster LLC		
<b>Street Address:</b>	1400 E Inman Parkway		
<b>City:</b>	Beloit		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53511		
<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>	5087653	MY FAIRY GARDEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6083628718		
<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>	414 313-9666		
<b>Email:</b>	paulk@playmonster.com		
<b>Correspondent Name:</b>	Paul Kritzer		
<b>Address Line 1:</b>	1400 E Inman Parkway		
<b>Address Line 4:</b>	Beloit, WISCONSIN 53511		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Paul Kritzer		
<b>Address Line 1:</b>	1400 E Inman Parkway		
<b>Address Line 4:</b>	Beloit, WISCONSIN 53511		
<b>NAME OF SUBMITTER:</b>	Paul E Kritzer		
<b>SIGNATURE:</b>	/Paul E. Kritzer/		
<b>DATE SIGNED:</b>	11/01/2018		
<b>Total Attachments: 2</b>			

OP \$40.00 5087653

source=Tm Assignment, My Fairy Garden, 11-1-2018, signed#page1.tif

source=Tm Assignment, My Fairy Garden, 11-1-2018, signed#page2.tif

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of November 1, 2018 (the "Effective Date") by PlayMonster, LLC, a Delaware limited liability company (the "Assignee" or "PlayMonster"), and Interplay UK, Ltd., a limited liability company of the United Kingdom (the "Assignor" or "Interplay").

WHEREAS, the Assignor has agreed to convey, transfer, assign and deliver to the Assignee all of the Assignor's right, title and interest in and to the following trademark with design registration (the "Mark"): "MY FAIRY GARDEN®" (US PTO registration # 5,087,653, dated November 22, 2016, classification 028, "Play sets for children").

NOW, THEREFORE, in consideration of the agreement between the parties to make this Assignment, for which the receipt and sufficiency of consideration is hereby acknowledged, the parties agrees as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (a) all of the Assignor's right, title, and interest in and to the Mark, together with the goodwill associated therewith; (b) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Mark, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; (c) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Mark, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to record and perfect the rights granted herein. Notwithstanding anything in the foregoing to the contrary, Assignee hereby agrees that Assignor shall have the right to assert that Assignor was the owner of the Mark, and that Assignor retains all defenses and counterclaims with respect to the period prior to the Closing in connection with conducting any defense (including making counterclaims) in respect of any third party claims made against Assignor arising from or related to the Mark.

2. The Assignor authorized and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Mark.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Agreement is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Mark are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the MY FAIRY GARDEN® Licensing Agreement between the parties 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 Licensing Agreement and the terms hereof, the terms of the Licensing Agreement shall govern.

6. As this assignment is being executed by and between a subsidiary (Interplay) and its parent company (PlayMonster), no consideration will pass between the parties pursuant to this activity.

7. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

ASSIGNOR: INTERPLAY UK LIMITED

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

Name: BOB PATON

Title: PRODUCT MANAGER