

## TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM505121

<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>
TMP INTERNATIONAL, INC.		09/27/2018	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TMP INTERNATIONAL HOLDINGS, INC.		
<b>Street Address:</b>	1711 W. Greentree Drive, Suite 212		
<b>City:</b>	Tempe		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85284		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3874629	MCFARLANE COLLECTOR LEVEL	
<b>Registration Number:</b>	2904096	MCFARLANE TOYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6023647070		
<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>	6023647000		
<b>Email:</b>	julie.eslick@bclplaw.com		
<b>Correspondent Name:</b>	BRYAN CAVE LEIGHTON PAISNER LLP		
<b>Address Line 1:</b>	Two N Central Avenue, Suite 2100		
<b>Address Line 2:</b>	Julie A. Eslick		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	0354661		
<b>NAME OF SUBMITTER:</b>	Julie A. Eslick		
<b>SIGNATURE:</b>	/Julie A. Eslick/		
<b>DATE SIGNED:</b>	01/09/2019		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("**Trademark Assignment**") is made and entered into as of September 27, 2018 (the "**Effective Date**") by and between (1) TMP INTERNATIONAL, INC., a Michigan corporation ("**Assignor**") and (2) TMP INTERNATIONAL HOLDINGS, INC., a Delaware corporation ("**Assignee**") (individually, a "**Party**," and collectively the "**Parties**").

### RECITALS

WHEREAS, as of September 27, 2018, the Parties entered into that certain Intellectual Property Assignment Agreement ("**Intellectual Property Assignment Agreement**"), in which Assignor agreed to and did assign to Assignee all right, title, and interest in, to, and under certain intellectual property assets, including those trademark registrations listed in Schedule A (the "**Marks**").

WHEREAS the Parties wish to enter into this Trademark Assignment for the sole purpose of confirming and memorializing some of the terms of the Intellectual Property Assignment Agreement and making such terms part of the public record at the United States Patent and Trademark Office.

### TERMS AND CONDITIONS

NOW, THEREFORE, pursuant to the Intellectual Property Assignment Agreement and in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

Assignor shall irrevocably assign, set over, transfer, convey, and deliver, and does hereby irrevocably assign, set over, transfer, convey, and deliver to Assignee (or to the extent already irrevocably assigned, transferred, set over, conveyed, and delivered, Assignor does hereby confirm such irrevocable assignment, transfer, setting over, conveyance, and delivery to Assignee) of all right, title, and interest in, to, and under the Marks, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks. Assignor hereby acknowledges that Assignor retains no ownership rights in, to, or under the Marks, and agrees not to challenge the validity of Assignee's ownership of, or any other aspect of, the Marks. The right, title, and interest in, to and under the Marks is to be held and enjoyed by Assignee and its successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

This Trademark Assignment is made pursuant to the Intellectual Property Assignment Agreement. To the extent of any conflict or contradiction between the terms of this Trademark Assignment and the Intellectual Property Assignment Agreement, the terms of the Intellectual Property Assignment Agreement shall prevail and control.

(Signature Pages Follow)

The Parties have executed this Trademark Assignment as of the Effective Date.

**ASSIGNOR:**

TMP INTERNATIONAL, INC., a Michigan corporation

By: Todd McFarlane

Name: Todd McFarlane

Title: Chief Executive Officer

**ASSIGNEE:**

TMP INTERNATIONAL HOLDINGS, INC., a Delaware corporation

By: Todd McFarlane

Name: Todd McFarlane

Title: Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

SCHEDULE A TO TRADEMARK ASSIGNMENT

U.S. Trademark Registrations

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
MCFARLANE COLLECTOR LEVEL	3,874,629	11/9/2010
MCFARLANE TOYS	2,904,096	11/23/2004