

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Playhut, Inc.		10/02/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Basic Fun, Inc.		
Street Address:	301 Yamato Road		
Internal Address:	Suite 2112		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87702008		
Serial Number:	87702034		
Serial Number:	87701992		
Serial Number:	76082099	PLAYHUT	
Serial Number:	87702055		
CORRESPONDENCE DATA			
Fax Number:			
<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:	3035838224		
Email:	rrice@polsinelli.com		
Correspondent Name:	Rachel A. Rice		
Address Line 1:	1401 Lawrence Street, Suite 2300		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Rachel A. Rice		
SIGNATURE:	/Rachel A. Rice/		
DATE SIGNED:	11/07/2018		
Total Attachments: 8			

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), dated as of October 2, 2018 (the “**Effective Date**”), is made by and between Playhut, Inc., a California corporation (“**Assignor**”), and Basic Fun, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignors and Assignee have entered into an Asset Purchase Agreement, dated as of October 2, 2018 (hereinafter the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, all of Assignor’s right, title and interest in an to the Acquired Assets, including, without limitation, the Intellectual Property of Assignor;

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor wishes to convey, transfer and assign to Assignee, and Assignee wishes to receive, among other assets, the Intellectual Property of Assignor; and

WHEREAS, the parties wish to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Definitions. Capitalized terms used herein which are not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Intellectual Property of Assignor, including but not limited to the trademark and copyright applications and registrations and domain names set forth on Schedule A, together with the goodwill of the Business symbolized by any trademarks, free and clear of all Encumbrances of any nature whatsoever in accordance with section 363(f) of the Bankruptcy Code. In connection with the assignment of the Intellectual Property as provided herein, Assignor hereby assigns to Assignee: (a) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property; and (b) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

2.1. License. If any of the foregoing Intellectual Property cannot be assigned, Assignor hereby grants to Assignee an exclusive, assignable, irrevocable, perpetual, worldwide, sublicenseable (through one or multiple tiers), royalty-free, unlimited license to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such part or whole of the Intellectual Property in any media now known or hereafter known.

2.2 Moral Rights. To the extent moral rights, including but not limited to, all rights related to paternity, integrity, disclosure, and withdrawal, may not be assignable under applicable law and to the extent the following is allowed by the laws in the various countries where moral rights exist, Assignor hereby irrevocably waives such moral rights and consents to any action of the Assignee that would violate such moral rights in the absence of such consent.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure the Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto.

4. Assignee's Ownership. Assignor hereby acknowledges Assignee will own all right, title and interest in and to the Intellectual Property. Assignor agrees to never challenge or contest Assignee's right to, or ownership of, the Intellectual Property.

5. General.

5.1. Terms of the Purchase Agreement. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations, of Assignor or Assignee set forth in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement.

5.2. Severability. If any covenant or provision contained in this Assignment is determined by a court of competent jurisdiction, or by any arbitration panel to which a dispute is submitted, to be invalid, illegal or incapable of being enforced, then such covenant or provision, with such modification as shall be required in order to render such covenant or provision not invalid, illegal or incapable of being enforced, shall remain in full force and effect, and all other covenants and provisions contained in this Assignment shall, nevertheless, remain in full force and effect.

5.3. Counterparts, Headings, and Construction. Any number of counterparts of this Assignment may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. The headings to each section or paragraph of this Assignment are provided for convenience of reference only and shall have no legal effect in the interpretation of the terms hereof. This Assignment shall not be construed more strongly against any party to this Assignment regardless of who prepared it.

5.4. Governing Law. This Assignment shall be governed by the laws of the State of California applicable to contracts deemed to be made within such state, without regard to choice of law or conflict of law provisions.

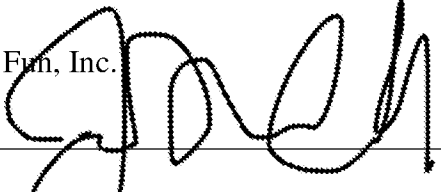
5.5. Assignment. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5.6. Advice of Counsel. ASSIGNOR ACKNOWLEDGES THAT, IN EXECUTING THIS ASSIGNMENT, ASSIGNOR HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND ASSIGNOR HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS ASSIGNMENT.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNEE

Basic Fun, Inc.
By: 
Name: John MacDonald
Title: CFO

ASSIGNOR

Playhut, Inc.
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNEE

Basic Fun, Inc.

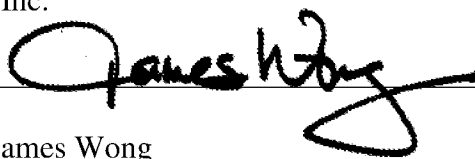
By: _____

Name:

Title:

ASSIGNOR

Playhut, Inc.

By:  _____

Name: James Wong

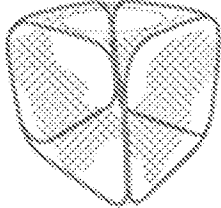
Title: Chief Restructuring Officer

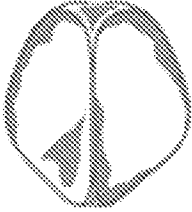

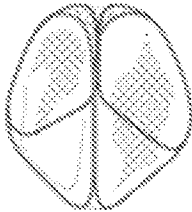
SCHEDULE A

COPYRIGHT APPLICATIONS AND REGISTRATIONS

Full Title	Copyright Number	Date
<u>Littleseignz.</u>	VAu000597119	2003
<u>Playhut Entertainment & Littleseignz characters.</u>	VAu000595888	2003
<u>Chinese and English name of Littleseignz characters.</u>	VAu000594848	2003
<u>Di Qing & Flower Princess.</u>	VAu000594178	2003
<u>Siggнал.</u>	VAu000590569	2003
<u>Sassy Stoppy.</u>	VAu000590560	2003
<u>Handy.</u>	VAu000585904	2003
<u>Little Signz.</u>	VAu000584158	2003
<u>Music up.</u>	VAu000579730	2003
<u>Di Qin.</u>	VAu000579522	2003
<u>Captain Yield.</u>	VAu000554887	2003
<u>Little Signz : an animated preschool series in development.</u>	PAu002798046	2003
<u>Little monk.</u>	PAu002761811	2003
<u>Di qing.</u>	PAu002761427	2003
<u>Young General Di Qin complete collection.</u>	PAu002757737	2003
<u>Music up : episode 1.</u>	PAu002752863	2003
<u>Katzz design.</u>	VAu000649788	2004
<u>Katzz.</u>	VAu000649787	2004
<u>Little Signz.</u>	VAu000607927	2003
<u>New ziggнал.</u>	VAu000605159	2003
<u>Littleseignz draft drawing.</u>	VAu000598551	2003

TRADEMARKS APPLICATIONS AND REGISTRATIONS

Mark	Jurisdiction	Application Number / Registration Number
<p>Trade Dress</p> 	United States (Federal)	SN: 87702055

Mark	Jurisdiction	Application Number / Registration Number
Trade Dress 	United States (Federal)	SN: 87702008
Trade Dress 	United States (Federal)	SN: 87702034
Trade Dress 	United States (Federal)	SN: 87701992
“PLAYHUT”	United States (Federal)	RN: 2551986 SN: 76082099
“PLAYHUT”	European Union	RN: 004867461 AN: 004867461
“PLAYHUT”	Brazil	RN: 823207331 AN: 823207331
“GOLIVE2”	China	RN: 6605934 AN: 6605934
“GOLIVE2”	China	RN: 6605933 AN: 6605933

Mark	Jurisdiction	Application Number / Registration Number
"GOLIVE2"	Taiwan	AN: 097009695

DOMAIN NAME

Domain Name	Domain Name Registrar	Domain Expiration Date
PLAYHUT.COM	GoDaddy.com, LLC	6/23/2019