

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Larsen & Bowman Holdings Ltd.		05/25/2018	Limited Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Zag Toys, LLC		
Street Address:	1067 Shotgun Road		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33326		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5296593	EVERYONE LOVES TO GET APPLAUSE	
CORRESPONDENCE DATA			
Fax Number:	5612441062		
<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:	5619223866		
Email:	ijung@crgolaw.com		
Correspondent Name:	CRGO Law		
Address Line 1:	7777 Glades Road Suite 100		
Address Line 4:	Boca Raton, FLORIDA 33434		
NAME OF SUBMITTER:	Isabelle Greenberg		
SIGNATURE:	/Isabelle Greenberg/		
DATE SIGNED:	04/23/2019		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment") is made and entered into as of this 25 day of May, 2018, by and among Larsen & Bowman Holdings Ltd., a British Columbia company ("LBH"), Maple Licensing Ltd., a British Columbia company ("MLL" and together with LBH, the "Assignor") and Zag Toys, LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH

REDACTED

WHEREAS, LBH, MLL, Assignee, are parties to that certain Asset Purchase Agreement dated May 25, 2018 (the "Purchase Agreement"), pursuant to which, among other provisions, the Assignor has agreed to convey, transfer, assign, sell and deliver to the Assignee the Intellectual Property Assets (as defined in the Purchase Agreement); and

WHEREAS, the Assignor and the Assignee desire to evidence in writing the assignment of the Intellectual Property Assets under the Purchase Agreement by the Assignor to the Assignee.

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals; Definitions. The foregoing recitals are true and correct and expressly incorporated in this IP Assignment. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

Section 2. Assignment by the Assignor. The Assignor hereby conveys, delivers, transfers, assigns, sells and delivers to the Assignee all of its right, title, and interest in and to:

(a)

REDACTED

(b) the trademark registrations listed on Schedule II hereto (the "Trademarks") together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

(c)

REDACTED

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) the goodwill arising out of and relating to the Intellectual Property Assets; and

(g) 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, in each case, (i) free and clear of all Encumbrances, except for Permitted Encumbrances, subject to and in accordance with the Purchase Agreement and (ii) for its own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this IP Assignment not been made.

Section 3. Agreement. This IP Assignment is being executed and delivered pursuant to the Purchase Agreement. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement (and the limitations thereon) are incorporated herein by reference and shall not be superseded hereby but shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

REDACTED

Section 6. Binding Effect. This IP Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 7. Waivers and Amendments. This IP Assignment may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the parties hereto, or, in the case of a waiver, by the party waiving its respective rights.

Section 8. No Third Party Beneficiaries. This IP Assignment is for the sole benefit of the parties hereto and is not intended to benefit any other person or entity.

Section 9. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this IP Assignment and of signature pages by facsimile, or by .pdf or similar

imaging transmission, will constitute effective execution and delivery of this IP Assignment as to the parties and may be used in lieu of the original IP Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever

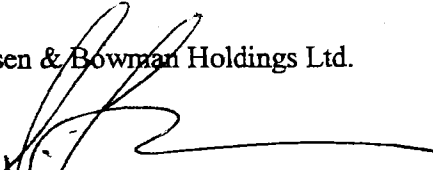
Section 10. Headings. The headings of this IP Assignment are for reference only, and shall not affect the interpretation of this IP Assignment.

[SIGNATURE PAGE FOLLOWS]

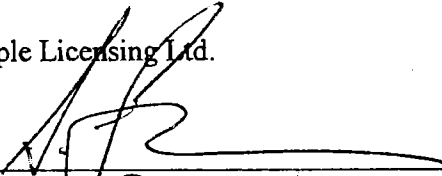
IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment on the date first above written.

ASSIGNOR:

Larsen & Bowman Holdings Ltd.

By: 
Name: Stacy Larsen
Title: President

Maple Licensing Ltd.

By: 
Name: Stacy Larsen
Title: President

ASSIGNEE:

Zag Toys, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment on the date first above written.

ASSIGNOR:

Larsen & Bowman Holdings Ltd.


By: _____
Name: _____
Title: _____

Maple Licensing Ltd.

By: _____
Name: _____
Title: _____

ASSIGNEE:

Zag Toys, LLC

By:  _____
Name: Judd Zebersky
Title: CEO

SCHEDULE I

REDACTED

SCHEDULE II

Trademarks

REDACTED

A.

Country	Trade-mark	Owner On Title	Application No. Filing Date	Registration No. Registration Date
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REDACTED

Country	Trade-mark	Owner On Title	Application No. Filing Date	Registration No. Registration Date
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United States	APPLAUSE	Larsen & Bowman Holdings Ltd.	1981/06/04 73313315	1983/01/11 1223558
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Country	Trade-mark	Owner	Application No. Filing Date	Registration No. Registration Date
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REDACTED

United States	 (APPLAUSE & Design)	Larsen & Bowman Holdings Ltd.	86221979 Mar-14-2014	5205245 May-16-2017
United States	BEARS FROM THE PAST	Larsen & Bowman Holdings Ltd.	87194848 Oct-6-2016	n/a n/a
United States	EVERYONE LOVES TO GET APPLAUSE	Larsen and Bowman Holdings Ltd.	87575159 Aug-18-2017	n/a n/a
United States	RUSS SNACKEEZ	Larsen & Bowman Holdings Ltd.	87069826 Jun-13-2016	n/a n/a
United States	RUSS BUDDIES	Larsen & Bowman Holdings Ltd.	87910560 May-07-2018	n/a

Country	Trade-mark	Owner On Title	Application No. Filing Date	Registration No. Registration Date
United States	 (APPLAUSE Logo)	Larsen & Bowman Holdings Ltd.	1981/06/04 73313304	1982/02/16 1190130
United States	BEARS FROM THE PAST	Larsen & Bowman Holdings Ltd.	1995/04/13 74660616	1996/04/09 1966741
United States	EVERYONE LOVES TO GET APPLAUSE	Larsen and Bowman Holdings Ltd.	2013/06/30 85973837	2017/09/26 5296593
United States	L'L PEEPERS	Larsen & Bowman Holdings Ltd.	2012/06/22 85659174	2014/10/07 4617972
United States	MAKE SOMEONE HAPPY	Larsen & Bowman Holdings Ltd.	1998/12/17 75608855	2002/10/15 2635758
United States	RUSS BUDDIES	Larsen and Bowman Holdings Ltd.	2011/04/11 85291523	2011/11/15 4056172
United States	 (RUSS & Design)	Larsen & Bowman Holdings Ltd.	2003/07/08 78271717	2004/10/05 2891296
United States	 (RUSSPLUS & Design)	Larsen & Bowman Holdings Ltd.	1996/05/28 75118018	1999/07/13 2260182
United States	YOMIKO	Larsen & Bowman Holdings Ltd.	2010/05/26 85048242	2011/06/28 3987005
United States	YOMIKO CLASSICS	Larsen & Bowman Holdings Ltd.	2009/11/23 77878618	2010/07/27 3824310

REDACTED