

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900492655		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Doolittle Edutainment Corp.		12/29/2018	Corporation: WYOMING
RECEIVING PARTY DATA			
Name:	Tuva Co., LLC		
Street Address:	3488 Lady Hill Road		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2545806	DOOLITTLE	
Registration Number:	3323801	DOOLITTLE	
CORRESPONDENCE DATA			
Fax Number:	8583569721		
<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:	8589256400		
Email:	trolfe@chachaslaw.com		
Correspondent Name:	J. Anthony Rolfe		
Address Line 1:	11682 El Camino Real		
Address Line 2:	Suite 100		
Address Line 4:	San Diego, CALIFORNIA 92130		
NAME OF SUBMITTER:	J. Anthony Rolfe		
SIGNATURE:	/J. Anthony Rolfe/		
DATE SIGNED:	04/29/2019		
Total Attachments: 6			
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ASSIGNMENT AGREEMENT AND BILL OF SALE

This Assignment Agreement and Bill of Sale (the "Agreement"), effective as of December 29, 2018, ("Effective Date"), is made by and between **Doolittle Edutainment Corp.**, a Wyoming corporation (the "Assignor") whose address is 11682 El Camino Real, Suite 100, San Diego, California 92130 and **Tuva Co., LLC**, a Nevada limited liability Assignee ("Assignee") whose address is 3488 Lady Hill Road, San Diego, California 92130.

RECITALS

A. Whereas, on December 27, 2018 the Assignor and its shareholders elected and agreed to wind-up and dissolve the Assignor.

B. Whereas, pursuant to an agreement between the parties, the Assignor agreement to assign and sell and the Assignee agreed to acquire and purchase the Purchased Assets as defined below.

AGREEMENT

NOW, THEREFORE, in accordance with the obligations to assign the Purchased Assets and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees to the foregoing and as follows:

ARTICLE 1. DEFINITIONS

1.1 Defined Terms. For the purposes of this Agreement, the following capitalized terms shall have the meanings ascribed to them below:

"Assignee" means **Tuva Co., LLC**, a Nevada limited liability Assignee.

"Assignor" means **Doolittle Edutainment Corp.**, a Wyoming corporation.

"Purchased Assets" means all of the Assignor's right, title and interest in and to the following:

(a) the URL Websites www.doolittleedutainment.com and www.dynamicdoolittle.com and any website content and files;

(b) all books, book copy, works of authorship, illustrations and designs, as well as the ISBN registrations related directly or indirectly to the following books:

(i) Book 1 - titled "*Doolittle -- An Exceptional Young Gorilla*" addresses the issue of cheating on a very elementary children's level; and

(ii) Book 2 - titled "*The Adventures of Dynamic Doolittle Episode 1-- 'The Problem with Paulie Python.'*" This book introduces additional characters and has Doolittle taking on "super powers" (i.e. speed and strength). This book addresses the concept of sharing;

(iii) Book 3 - titled "*Doolittle's Very, Very Bad Day*" addresses Doolittle's negative attitude regarding doing home-work.

(c) all drafts and works of authorship of intended books including any character treatments, book copy, illustrations and designs associated therewith.

(d) all right, title and interest in and to following Registered Trademarks, including the goodwill of the business symbolized by said marks and any rights associated therewith:

MARK	REG. NO	CLASS	REG. DATE	OWNER OF RECORD	JURISDICTION
Doolittle	2,545,806	25	March 12, 2002	Doolittle Edutainment Corp.	United States
Doolittle	3,323,801	16 and 28	October 30, 2007	Doolittle Edutainment Corp.	United States

(e) the following Registered Copyrights and all rights associated therewith:

TITLE	REG. NO.	DATE OF REGISTRATION
Doolittle Classics: Vol. 1	VAU-419-090	December 12, 1997
Doolittle Classics: Vol. 2	VAU-476-300	October 28, 1999
The Story of Doolittle: An Exceptional Young Gorilla	TXU-950-710	May 3, 2000
The Adventures of Dynamic Doolittle: Episode 1, The Problem with Paulie Python	TXU-980-865	October 30, 2000
Doolittle's Very, Very Bad Day	TXU-1-036-883	May 22, 2001
Illustrations for Book 1 The Story of Doolittle, an Exceptional Young Gorilla	VAU-730-773	January 22, 2007
Illustrations for Book 2 The Adventures of Dynamic Doolittle - Episode 1 "The Problem with Paulie Python"	VAU-730-772	January 22, 2007
Illustrations for Book 3 Doolittle's Very, Very Bad Day	VAU-730-774	January 22, 2007
Completed Book 1 - The Story of Doolittle, an Exceptional Young Gorilla	TX 7-015-574	Filed January 26, 2008
Completed Book 2 - The Adventures of Dynamic Doolittle - Episode 1 "The Problem with Paulie Python"	TX 7-015-529	Filed January 26, 2008
Completed Book 3 - Doolittle's Very, Very Bad Day	TX 7-015-514	Filed January 26, 2008

(f) all derivative works, create improvements on, divisions, substitutions, continuations, continuations-in-part, reexaminations, renewals, reissues, extensions and foreign counterparts of all of the foregoing (a), (b), (c), (d) and (e);

(g) all claims known and unknown, past and future, against any third party relating thereto;

(h) all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "Moral Rights"; and

(i) any right similar to those set forth above and any other proprietary rights relating directly or indirectly to the following Purchased Assets.

ARTICLE 1. ASSIGNMENT

2.1 Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby grants, sells, assigns, transfers, conveys and irrevocably sets over to the Assignee, free and clear of any and all liens and encumbrances, all the Assignor's right, title and interest, in and to all the Purchased Assets as defined above, in including the goodwill of the business symbolized by said trademarks, which are part of the Purchased Assets.

2.2 All Necessary Actions. In furtherance of the transfer, assignment, and setting over of the of the Purchased Assets pursuant to Section 2.1 hereto, Assignor shall execute and deliver to the Assignee any and all additional documents as the Assignee may deem reasonably necessary or desirable to effectuate the transfer, assignment, setting over, prosecution, and maintenance of the Purchased Assets, including any power of attorney by Assignor relating to the prosecution or maintenance of such Purchased Assets.

2.3 Additional Authorizations.

(a) Assignors hereby authorize and request the duly authorized officials of the United States to take such action as may be required to give effect to the sale, assignment, and transfer made herein, including the issuance of any United States Patent and Trademark Office ("USPTO") Trademark and Copyright registrations to Assignee, its successors and assigns; and Assignors further agree to do all things as Assignee may reasonably request to effectuate such sale, assignment, and transfer in respect to each such patent. Assignors further agree to cooperate with Assignee, when requested and at the expense of Assignee, in any action to enforce the Trademarks and Copyrights transferred hereunder.

(b) The Assignor authorizes and requests the Assistant Commissioner for USPTO and the various counterparts thereof throughout the world to issue and/or grant any letters each of the Registered Trademarks and Registered Copyrights to Assignee, its successors and assigns, as the assignee of the entire interest in such Registered Trademarks and Registered Copyrights.

2.4 Deliverables. After the Effective Date of this Agreement, each party shall, upon the request of the other party, promptly provide the requesting party with all materials relating to the Purchased Assets as necessary for the parties to exercise fully their respective rights in the Purchased Assets.

2.5 Representations and Warranties of Assignor. The Assignor hereby represent and warrant that:

(a) The Assignor are hereby transferring complete and exclusive right, title and interest in and to all tangible and intangible property rights existing in the Purchased Assets;

(b) The Purchased Assets is owned by Assignor free and clear of all liens, claims, charges, security interests or other encumbrances;

(c) The Assignor has not granted and will not grant to others (i) any rights, title or interest in and to any of Registered Trademarks and Registered Copyrights, or (ii) any rights inconsistent with the rights granted herein;

(d) The Assignor has not granted to any third party any license or other right to any of the Purchased Assets; and,

(e) There are no claims pending or, to the knowledge of the Assignor, threatened which relate to any of the Purchased Assets.

ARTICLE 3. MISCELLANEOUS

3.1 Form of Assignments and Transfers, Recordation; Power of Attorney. The Assignor hereby appoint the Assignee and any Officer or agent of the Assignee, with full power of substitution, as its attorney-in-fact with full irrevocable power and authority in the place of the Assignor and in the name of the Assignor or its own name, from time to time in the Assignee's discretion for the purpose of carrying out the terms of this Agreement, to complete and execute any additional assignment and transfer forms for any and all of the Purchased Assets acquired by the Assignee under this Agreement, to take any appropriate action and to authenticate any instrument which may be necessary or desirable to accomplish the purposes of this Agreement; however, the legal title for the Purchased Assets shall pass to the Assignee on the Effective Date of this Agreement, and shall not be delayed by any delays in the process of executing, filing or recording of such assignment and transfer forms. The Assignee agrees to complete and sign any documents necessary or convenient to accept or affect the transfers under this Agreement. The recording of such forms and the expense for the recording and filing of the assignment and transfer forms shall be the responsibility of the Assignee.

3.2 Transfer of Files and Materials. Such files and materials transferred to the Assignee pursuant to this Agreement shall be owned by the Assignee and shall be the Confidential Information of the Assignee, and Assignor shall not be entitled to retain copies of such files. Should the Assignee determine that materials or documents are missing from such files, it shall promptly notify Assignor, and the Assignor agree to use reasonable efforts to locate such materials or documents and promptly forward the same to the Assignee or its counsel.

3.3 No Licenses. No licenses have been granted by Assignor to third parties regarding the Purchased Assets prior to this Agreement; and the transfer of ownership of the Purchased Assets pursuant to this Agreement is not subject to any licenses granted by Assignor.

3.4 Term. This Agreement will become effective on the Effective Date and is perpetual.

3.5 Amendment. No oral explanation or oral information by either part hereto shall alter the meaning or interpretation of the Agreement. No modification, alteration, addition or change in the terms hereof shall be binding on either party unless reduced to writing and duly executed by a duly authorized officer of the Parties.

3.6 Severability. Should any clause, sentence, or paragraph of this Agreement judicially be declared to be invalid, unenforceable, or void, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement unless the economic equity of the Parties is materially affected thereby.

3.7 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions between them, and neither of the Parties shall be bound by any modification of this Agreement, other than as expressly provided in this Agreement or as duly set forth on or subsequent to the date hereof in writing and signed by a duly authorized representative of the party to be bound thereby.

3.8 Notices. All notices and other communications among the Parties shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered by a nationally recognized delivery service or (c) when delivered by facsimile or email with receipt confirmed, addressed as to such party as set forth above.

3.9 Cooperation. Each of the Parties agrees to do such further acts and to execute and deliver such additional documents as are reasonably necessary or appropriate to give effect to the transactions contemplated by this Agreement and carry out the purpose and intent of this Agreement.

3.10 Due Execution. Each party hereto warrants and represents to the other that the acceptance, execution and delivery of this Agreement has been duly authorized, and that all corporate actions and other steps necessary to make the acceptance of this Agreement and all the terms hereof valid and binding obligations have been duly taken.

3.11 Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either of the Parties is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld, unless specifically permitted by the Agreement.

3.12 Governing Law; Venue. This Agreement is being executed and delivered, and is intended to be performed, in the State of California, and to the extent permitted by law, the execution, validity, construction, and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of California without giving effect to conflict of law principles. This Agreement shall be deemed made and entered into in San Diego County, State of California and venue for any proceeding as defined below, in connection with this Agreement shall be in San Diego County, California.

3.13 Waiver of Jury Trial. The Parties hereto hereby voluntarily and irrevocably waives trial by jury in any Proceeding brought in connection with this Agreement, any of the related agreements and documents, or any of the transactions contemplated hereby or thereby. For purposes of this Agreement, "Proceeding" includes any threatened, pending, or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing, or any other actual, threatened, or completed proceeding, whether brought by or in the right of any party or otherwise and whether civil, criminal, administrative, or investigative, in which a Party was, is, or will be involved as a party or otherwise.

3.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, portable document format (.pdf), DocuSign or other electronic transmission shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

*** *Signature Page Follows* ***

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

ASSIGNOR

DOOLITTLE EDUTAINMENT CORP.



By: George G. Chachas
Its: President

ASSIGNEE

TUVA CO., LLC



By: George G. Chachas
Its: Manager