

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540376

<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>
Midnight Oil Agency, LLC		09/11/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The IMAGINE Group, LLC		
<b>Street Address:</b>	1000 Valley Park Drive		
<b>City:</b>	Shakopee		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55379		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88427443	MIDNIGHT OIL	
<b>Registration Number:</b>	4520798	MIDNIGHT OIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5780.24		
<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>	612-604-6718		
<b>Email:</b>	trademark@winthrop.com		
<b>Correspondent Name:</b>	Michael T. Olsen		
<b>Address Line 1:</b>	225 South Sixth Street		
<b>Address Line 2:</b>	Capella Tower, Suite 3500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Michael T. Olsen		
<b>SIGNATURE:</b>	/mto/		
<b>DATE SIGNED:</b>	09/11/2019		
<b>Total Attachments: 2</b>			
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment is made this 11<sup>th</sup> day of September 2019, by and between Midnight Oil Agency, LLC, a Delaware limited liability company ("Assignor"), and The IMAGINE Group, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor is the owner of the trademarks set forth on Exhibit A (hereafter collectively referred to as the "Trademark"); and

**WHEREAS**, Assignor desires to assign to Assignee any and all of its right, title, and interest in and to the Trademarks and all goodwill associated with the Trademarks; and

**WHEREAS**, Assignee is desirous of acquiring from Assignor all of its rights, title, interest and associated goodwill in and to the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee any and all right, title, and interest in and to the Trademarks together with any and all goodwill of the business embodied in the Trademarks that is ongoing and existing. Assignor represents and warrants that it has full power to enter into and perform this Assignment, that it has not granted any person or entity any interest in the Trademarks and that there is no pending litigation or dispute in any jurisdiction concerning the use, validity, or ownership of the Trademarks. Assignor agrees to take all actions, execute additional documents and to otherwise cooperate as requested by Assignee as necessary to confirm or perfect the assignment of all rights, title, and interest in and to the Trademarks.

**IN WITNESS WHEREOF**, Assignor executed this Assignment as of the day and year first above written.

Midnight Oil Agency, LLC

Timothy Bettenga

By: Timothy Bettenga

Its: VP, General Counsel

Exhibit A

Mark	App. No.	App. Date	Reg. No.	Reg. Date
MIDNIGHT OIL	86/032,729	08/08/2013	4,520,798	04/29/2014
MIDNIGHT OIL (Stylized)	88/427,443	05/13/2019		

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