

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM542774

<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>
Mattel, Inc.		07/18/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pixel Press Technology, LLC		
<b>Street Address:</b>	317 N. 11th Street, Suite 500		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63101		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87051649	INFINITY WALL	
<b>Serial Number:</b>	87051653	13-BIT BUILDER	
<b>Registration Number:</b>	4965733	BLOXELS	
<b>Registration Number:</b>	4965734	BLOXELS	
<b>Registration Number:</b>	4965735	BLOXELS	
<b>Registration Number:</b>	4961220	BLOXELS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146121301		
<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>	314-444-7600		
<b>Email:</b>	ipdept@lewisrice.com		
<b>Correspondent Name:</b>	Lewis Rice LLC		
<b>Address Line 1:</b>	600 Washington Avenue, Suite 2500		
<b>Address Line 2:</b>	Box IP Department		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	Chris Volz		
<b>SIGNATURE:</b>	/Chris Volz/		
<b>DATE SIGNED:</b>	09/26/2019		

OP \$165.00 87051649

**Total Attachments: 3**

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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment agreement ("Assignment") is entered into as of July 18, 2019, between Pixel Press Technology, LLC ("Pixel Press"), and Mattel, Inc., ("Mattel").

**WHEREAS**, pursuant to that certain Royalty Agreement, dated as of June 21, 2016, by and among Pixel Press and Mattel (the "Royalty Agreement") and now terminated, Pixel Press and Mattel entered into that certain Trademark Assignment dated as of October 24, 2016, and recorded with the Trademark Office as of November 1, 2016, by which Pixel Press did sell and assign to Mattel the trademark applications and registrations set forth in Schedule A hereto (the "Transferred Trademark Assets");

**WHEREAS**, after October 24, 2016, Mattel, in consultation with Pixel Press and in accordance with Section 8.3(E) of the Royalty Agreement, decided not to maintain U.S. trademark applications for INFINITY WALL (U.S. TM App. No. 87/051,649) and 13-BIT BUILDER (U.S. TM App. No. 87/051,653);

**WHEREAS**, the Royalty Agreement grants to Pixel Press the post-termination right to have Mattel assign back to Pixel Press the existing Transferred Trademark Assets; and

**WHEREAS**, Pixel Press and Mattel desire to memorialize Pixel Press's acquisition of all right, title and interest in, to and under the registered and common law trademarks in the existing Transferred Trademark Assets.

**FOR GOOD AND VALUABLE CONSIDERATION** set forth in the Royalty Agreement, the receipt and sufficiency of which are hereby acknowledged, Pixel Press and Mattel hereby agree and confirm that:

1. Mattel hereby sells, assigns, and transfers to Pixel Press, its successors and assigns, all right, title, and interest in, to and under the existing Transferred Trademark Assets, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, and any and all trademark and/or service mark rights related thereto, as set forth in the Royalty Agreement; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including without limitation the right to recover damages, for any past, present, or future infringement, misappropriation, dilution and/or other unauthorized use of the Transferred Trademark Assets.

2. Mattel hereby agrees to execute, acknowledge, and deliver any and all further documents and to take such other and further actions as Pixel Press, in its reasonable discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Pixel Press owns all right, title and interest in and to the existing Transferred Trademark Assets, and any and all goodwill associated therewith, and that Mattel no longer has any right, title or interest, of any kind or nature, in or to the Transferred Trademark Assets, including without limitation, filing assignment documents in recordable form with any and all government agencies.

3. Mattel hereby authorizes and requests the U.S. Patents and Trademark Office and any corresponding entities or agencies in any applicable foreign countries, to record Pixel Press as the owner of the existing Transferred Trademark Assets.

4. The omission from this Agreement of any assets subject to Pixel Press's right under the Royalty Agreement to have Mattel assign same to Pixel Press shall not be deemed or construed as a waiver or surrender of such rights, and Pixel Press reserves the right to be assigned other Existing Branding Assets or Derivative Branding Assets as defined under the Royalty Agreement.

5. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Royalty Agreement, the terms of the Royalty Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Royalty Agreement or any of the rights of Mattel or Pixel Press thereunder.


IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed.

**MATTEL, INC.**

By: todd piccus

Name: todd piccus

Title: vp

 Mattel Law Department	
Name Jordan Walbesser	Initials <i>JW</i>

**PIXEL PRESS TECHNOLOGY, LLC**

By: 

Name: Robin Rath

Title: CEO

## **SCHEDULE A**

### **UNITED STATES TRADEMARK REGISTRATIONS**

#### **U.S. Registered Marks**

<b><u>Mark (classes)</u></b>	<b><u>U.S. Reg. No. (reg. date)</u></b>
BLOXELS (class 9)	4,965,733 (May 24, 2016)
BLOXELS (class 28)	4,965,734 (May 24, 2016)
Bloxels Design (class 28)	4,965,735 (May 24, 2016)
Bloxels Design (class 9)	4,961,220 (May 17, 2016)

#### **U.S. Pending Trademark/Service Mark Applications**

<b><u>Mark (classes)</u></b>	<b><u>Application No. (filing date)</u></b>
INFINITY WALL (class 38)	87/051,649 (May 26, 2016)
13-BIT BUILDER (class 41)	87/051,653 (May 26, 2016)