

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544635

<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>
Gary Turcott		10/01/2019	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NuCoat, Inc.		
<b>Street Address:</b>	13055 15th Avenue North		
<b>City:</b>	Plymouth		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55441		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87167457	NEW FUN	
<b>Serial Number:</b>	86914362	NEW FUN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	612-444-3577		
<b>Email:</b>	patent@paddalawgroup.com		
<b>Correspondent Name:</b>	Padda Law Group		
<b>Address Line 1:</b>	45 South Seventh Street		
<b>Address Line 2:</b>	Suite 2315		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Devan Padmanabhan		
<b>SIGNATURE:</b>	/Devan Padmanabhan/		
<b>DATE SIGNED:</b>	10/10/2019		
<b>Total Attachments: 4</b>			
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CH \$65.00 87167457

**TRADEMARK ASSIGNMENT AND DOMAIN TRANSFER AGREEMENT**

This Trademark Assignment and Domain Transfer Agreement (the "Agreement") is made by Gary Turcott, an individual residing at 321-3225 Eldon Pl., Victoria, BC, V8Z6A7, Canada (hereafter "Turcott" or "Assignor"), in favor of NuCoat, Inc., a Minnesota corporation, with a principal place of business at 13055 15th Avenue North in Plymouth, Minnesota 55441 (hereafter "NuCoat" or "Assignee"), the recipient of certain assets of Assignor pursuant to a Settlement Agreement between Assignor and Assignee, dated as of September 30, 2019 (the "Settlement Agreement").

**RECITALS**

**WHEREAS**, Assignor is the owner of the NEW FUN mark (U.S. Application No. 87167457), which was registered on September 10, 2019, as U.S. Registration Number 5857822;

**WHEREAS**, Assignor is the owner of U.S. Application No. 86914362 for the Word Mark NEW FUN, which was filed on September 12, 2016, for which the Statement of Use was accepted on August 28, 2019, and the mark will now register;

**WHEREAS**, on October 19, 2017, Assignee filed an application for the Work Mark NUFUN ACTIVITIES, Application No. 87651512;

**WHEREAS**, on August 8, 2018, the USPTO issued a Notice of Publication in connection with the NUFUN ACTIVITIES mark (Application No. 87651512);

**WHEREAS**, on December 22, 2018, Assignor filed a Notice of Opposition, opposing the registration of NuCoat's mark (Opposition No. 91245480) (the "Opposition Proceeding");

**WHEREAS**, Assignor owns the domain [www.newfunactivities.com](http://www.newfunactivities.com);

**WHEREAS**, the Parties have executed a Settlement Agreement to resolve the matter in the Opposition Proceeding;

**WHEREAS**, under the terms of the Settlement Agreement, in exchange for good and valuable consideration, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, the marks set forth in Exhibit 1, and has agreed to execute and deliver this

Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions

WHEREAS, as part of the Settlement Agreement, in exchange for good and valuable consideration, Assignor agreed to transfer to Assignee the domain for [www.newfunactivities.com](http://www.newfunactivities.com);

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

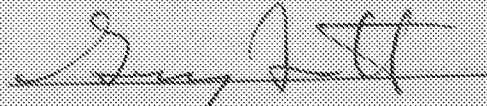
1) Assignment of Trademarks. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the trademark registrations and applications set forth on Exhibit 1, and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks.

2) Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3) Transfer of Domain. Assignor does hereby transfer to Assignee all right, title, and interest in and to the domain [www.newfunactivities.com](http://www.newfunactivities.com).


IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

Date: October 1, 2019

  
\_\_\_\_\_  
Gary Turcott

AFFIRMED BEFORE ME )  
at the City of Victoria, in the )  
Province of British Columbia, on this )

1st day of October, 2019 )

  
\_\_\_\_\_  
[Commissioner's Signature] )

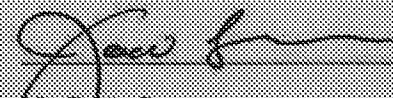
A Commissioner for Taking Affidavits )  
in the Province of British Columbia )

WILLIAM BILLSON )  
A Commissioner for taking )  
Affidavits in British Columbia )

Expiry Date: November 30, 2021  
[printed name & expiry date or stamp] )

AGREED TO AND ACCEPTED:

Date: 9/30/19

  
\_\_\_\_\_  
NuCoat, Inc.

**EXHIBIT 1**

**Marks Assigned to NuCoat**

<b>Mark</b>	<b>Goods and Services</b>	<b>Application No.</b>	<b>Registration No.</b>
NEW FUN	On-line retail store services featuring toys, games, puzzles and educational playthings for children	87167457	5857822
NEW FUN	Entertainment services, namely, providing a web site featuring photographic, video and prose presentations featuring on-line reviews of toys and games; Entertainment services, namely, a multimedia program series featuring comedy, action and adventure distributed via various platforms across multiple forms of transmission media	86914362	N/A