TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM557042

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kahootz, LLC		11/08/2019	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	PlayMonster LLC
Street Address:	1400 East Inman Parkway
City:	Beloit
State/Country:	WISCONSIN
Postal Code:	53511
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	86821273	ACTION PLATES
Serial Number:	86388557	CYCLEX
Serial Number:	87519615	FANTASTIC FLOWERS
Serial Number:	85897733	FASHION PLATES
Serial Number:	88419192	FORT BLOX
Serial Number:	88419166	FUZZOODLES
Serial Number:	87580434	FUZZY-FELT
Serial Number:	87293311	HYPNOGIZMO
Serial Number:	87009395	LATCHKITS
Serial Number:	88031242	LATCHKITS
Serial Number:	88478213	LETRASET
Serial Number:	87056750	MIGHTY MEN AND MONSTER MAKER
Serial Number:	87428597	MIXTRUMENTS
Serial Number:	87009469	PADZOOKS
Serial Number:	86387929	POPOIDS
Serial Number:	87199066	PRESTOMAGIX
Serial Number:	87418723	REFLECT-A-SKETCH
Serial Number:	86759598	ROMPER ROOM
Serial Number:	86982489	ROMPER ROOM
		TRADEMARK

REEL: 006835 FRAME: 0920 900530658

Property Type	Number	Word Mark
Serial Number:	87056716	ROMPER STOMPERS
Serial Number:	86914906	ROTODRAW
Serial Number:	88351946	RUB-N-COLOR
Serial Number:	87057416	SKEDOODLE
Serial Number:	87418686	SKETCH-A-GRAPH
Serial Number:	87056639	SPEAK AND SPELL
Serial Number:	88069825	STITCHKITS
Serial Number:	87057436	TWIRLOGRAPH
Serial Number:	87194039	WATERFULS
Serial Number:	87194062	WONDERFUL WATERFULS
Serial Number:	88078829	Y'ART

CORRESPONDENCE DATA

Fax Number: 6124927077

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.

Phone: 6124927000

Email: plarson@fredlaw.com

Correspondent Name: Patricia A. Larson, Senior Paralegal

Address Line 1: Fredrikson & Byron, P.A.

Address Line 2: 200 S. Sixth Street, Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Patricia A. Larson
SIGNATURE:	/Patricia A. Larson/
DATE SIGNED:	01/10/2020

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made and entered into effective as of is made as of November 8, 2019 by Kahootz, LLC, a Michigan limited liability company with an address at 772 Airport Blvd #1, Ann Arbor, Michigan 48108 ("<u>Assignor</u>"), in favor of PlayMonster LLC, a Delaware limited liability company with an address at 1400 East Inman Parkway, Beloit, WI 53511 ("<u>Assignee</u>").

Assignor and Assignee are parties to the IP Assignment Agreement dated as of the same date hereof (the "IP Assignment Agreement"), whereby Assignor has agreed to assign the trademarks and trademark registrations set forth on Attachment A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

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

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:
 - a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on <u>Attachment A</u> hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on <u>Attachment A</u>, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d) 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, 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.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, 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 necessary to effect, evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto. Assignee agrees and acknowledges that to the best of its knowledge the recordal of this Assignment will not cause confusion amongst the public.

- 3. <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

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

Assignor:

KAHOOTZ, LLC

Yame: Joseph Yassay

Ats: Manager Member

ATTACHMENT A

TO TRADEMARK ASSIGNMENT

Trademarks

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State	Owner	Status
Y'ART	AN: 2025288	February 22, 2019		Australia (designated country of Int'l reg. no. 1478514)	Kahootz, LLC	Pending
SPEAK & SPELL	AN: 1902610	June 5, 2018		Canada	Kahootz, LLC	Pending
Y'ART	AN: 1941531	January 18, 2019		Canada	Kahootz, LLC	Pending
Y'ART	RN: 1465212		January 21, 2019	International – Madrid, designating the following countries: European Union and United Kingdom	Kahootz, LLC	"Registered"
Y'Art	RN: 1478514		February 22, 2019	International – Madrid designating the following countries: Australia and New Zealand	Kahootz, LLC	"Registered"
ACTION PLATES	RN: 4978151 SN: 86821273	November 16, 2015	June 14, 2016	U.S.	Kahootz, LLC	Registered
CYCLEX	RN: 4720356 SN: 86388557	September 8, 2014	April 14, 2015	U.S.	Kahootz, LLC	Registered
FANTASTIC FLOWERS	SN: 87519615	July 7, 2017		U.S.	Kahootz, LLC	Pending
FASHION PLATES	RN: 4729330	April 8, 2013	April 28, 2015	U.S.	Kahootz, LLC	Registered

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State	Owner	Status
	SN: 85897733					
FORT BLOX	SN: 88419192	May 7, 2019		U.S.	Kahootz, LLC	Pending
FUZZOODLES	SN: 88419166	May 7, 2019		U.S.	Kahootz, LLC	Pending
FUZZY-FELT	RN: 5547329 SN: 87580434	August 23, 2017	August 21, 2018	U.S.	Kahootz, LLC	Registered
HYPNOGIZMO	RN: 5351981 SN: 87293311	January 9, 2017	December 5, 2017	U.S.	Kahootz, LLC	Registered
LATCHKITS	SN: 87009395	April 21, 2016		U.S.	Kahootz, LLC	Abandoned
LATCHKITS	RN: 5629883 SN: 88031242	July 10, 2018	December 11, 2018	U.S.	Kahootz, LLC	Registered
LETRASET	SN: 88478213	June 18, 2019		U.S.	Kahootz, LLC	Pending
MIGHTY MEN AND MONSTER MAKER	SN: 87056750	June 1, 2016		U.S.	Kahootz, LLC	Pending
MIXTRUMENTS	SN: 87428597	April 27, 2017		U.S.	Kahootz, LLC	Pending
PADZOOKS	SN: 87009469	April 21, 2016		U.S.	Kahootz, LLC	Abandoned
POPOIDS	RN: 5246762	September 8, 2014	July 18, 2017	U.S.	Kahootz, LLC	Registered

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State	Owner	Status
	SN: 86387929					
PRESTOMAGIX	SN: 87199066	October 11, 2016		U.S.	Kahootz, LLC	Pending
REFLECT-A- SKETCH	SN: 87418723	April 20, 2017		U.S.	Kahootz, LLC	Pending
ROMPER ROOM	RN: 5769976 SN: 86759598	September 17, 2015	June 4, 2019	U.S.	Kahootz, LLC	Registered
ROMPER ROOM	RN: 5242554 SN: 86982489	September 17, 2015	July 11, 2017	U.S.	Kahootz, LLC	Registered
ROMPER STOMPERS	SN: 87056716	June 1, 2016		U.S.	Kahootz, LLC	Pending
ROTODRAW	RN: 5097232 SN: 86914906	February 22, 2016	December 6, 2016	U.S.	Kahootz, LLC	Registered
RUB-N-COLOR	SN: 88351946	March 22, 2019		U.S.	Kahootz, LLC	Pending
SKEDOODLE	SN: 87057416	June 2, 2016		U.S.	Kahootz, LLC	Pending
SKETCH-A- GRAPH	SN: 87418686	April 20, 2017		U.S.	Kahootz, LLC	Pending
SPEAK AND SPELL	SN: 87056639	June 1, 2016		U.S.	Kahootz, LLC	Pending
STITCHKITS	RN: 5709421 SN:	August 8, 2018	March 26, 2019	U.S.	Kahootz, LLC	Registered

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State	Owner	Status
	88069825					
TWIRLOGRAPH	SN: 87057436	June 2, 2016		U.S.	Kahootz, LLC	Pending
WATERFULS	RN: 5770089 SN: 87194039	October 5, 2016	June 4, 2019	U.S.	Kahootz, LLC	Registered
WONDERFUL WATERFULS	SN: 87194062	October 5, 2016		U.S.	Kahootz, LLC	Pending
Y'ART	RN: 5823242 SN: 88078829	August 15, 2018	July 30, 2019	U.S.	Kahootz, LLC	Registered

RECORDED: 01/10/2020