

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loose Tooth Industries, Inc.		04/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fig Publishing, Inc.		
Street Address:	335 Madison Avenue, Suite 7E		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88358229	OPENACCESS	
Serial Number:	88358232	ALPHAACCESS	
Registration Number:	5066284	COMMUNITY POWERED PUBLISHING	
Registration Number:	5056590	COMMUNITY POWERED PUBLISHER	
Registration Number:	5163095	GAME SHARES	
Registration Number:	5048509		
Registration Number:	5048506	FIG	
Registration Number:	5048504	FIG	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4015950197		
Email:	legal@fig.co		
Correspondent Name:	Maxwell R. Rich, Esq.		
Address Line 1:	335 Madison Avenue, Suite 7E		
Address Line 2:	c/o Open Deal, Inc.		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	TM Assign 4-16-20 (8)		
NAME OF SUBMITTER:	Jean M. Maxwell		

OP \$215.00 88358229

SIGNATURE:	/JeanMMaxwell/
DATE SIGNED:	06/15/2020
Total Attachments: 4 source=Trademark Assignment Agreement - Loose Tooth Industries, Inc. - Fig Publishing, Inc. - 4.16.2020.doc (1)#page1.tif source=Trademark Assignment Agreement - Loose Tooth Industries, Inc. - Fig Publishing, Inc. - 4.16.2020.doc (1)#page2.tif source=Trademark Assignment Agreement - Loose Tooth Industries, Inc. - Fig Publishing, Inc. - 4.16.2020.doc (1)#page3.tif source=Trademark Assignment Agreement - Loose Tooth Industries, Inc. - Fig Publishing, Inc. - 4.16.2020.doc (1)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of April 16, 2020 (the “**Effective Date**”), is entered into by and between Loose Tooth Industries, Inc., a Delaware corporation (“**Assignor**”), and Fig Publishing, Inc., a Delaware corporation (“**Assignee**”).

W I T N E S S E T H:

WHEREAS, Assignor owns certain trademark registrations and trademark applications set forth on **Schedule A** (collectively, the “**Assigned Marks**”);

WHEREAS, upon the Effective Date, Assignor desires to assign, transfer, convey and deliver to Assignee the Assigned Marks, together with all goodwill and all other rights associated with the Assigned Marks; and

WHEREAS, upon the Effective Date, Assignee desires to acquire and accept the Assigned Marks, together with all goodwill and all other rights associated with the Assigned Marks, from Assignor.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Assignment.** On the Effective Date, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest that Assignor has in and to the Assigned Marks, together with (a) all goodwill of the business associated with or symbolized by the trademarks, service marks, trade names, trade dress, corporate names, logos, domain names, URLs and any other source identifiers of any kind or nature, in each case whether or not registered, included in the Assigned Marks, (b) all common law rights therein and in any elements of the Assigned Marks, including underlying word marks and design components, in each case to the extent permitted under applicable law, (c) all registrations that may be granted in any of the foregoing, (d) all extensions and renewals of the foregoing, (e) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, dilution or other violation of the Assigned Marks, and the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefor, and (f) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Assigned Marks and the right to receive such income, royalties and payments, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. The assignments contemplated herein are meant to be absolute assignments and not by way of security. To the extent that any of Assignor's rights or title in and to the Assigned Marks cannot be assigned and transferred by Assignor, then Assignor hereby grants Assignee an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported, improve, and otherwise exploit or utilize in any manner, the Assigned Marks.

2. **Recordation.** Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office or any other official of any applicable governmental authority to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. **Representations and Warranties.** To the knowledge of the Assignor, the Assigned Marks owned by the Assignor are free and clear of any security interest, pledge, mortgage, lien, charge, adverse

claim of ownership or use, restriction on transfer (such as a right of first refusal or other similar right), defect of title, matters a survey or inspection would show, encroachments, assignment, preemptive right, existing or claimed right of first refusal, right of first offer, consent right, or other encumbrance or adverse claim of any character. To the knowledge of the Assignor, no third party has infringed upon, misappropriated or otherwise violated any Assigned Marks.

4. Further Assurances. As may be necessary and without further consideration, Assignor shall execute, acknowledge and deliver such other instruments, documents and agreements and shall do such other things as may be reasonably necessary, proper or advisable to carry out its obligations under this Agreement or as may be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby, including by executing and delivering further assignments for the purpose of evidencing, perfecting and recording the assignment of the Assigned Marks in any jurisdictions, such assignments to be in a form reasonably satisfactory to Assignee and sufficient for recordation in the relevant jurisdiction. If Assignor fails to promptly take or execute any of the actions or documents described in this Section after written request by Assignee, Assignor hereby constitutes and appoints Assignee as its true and lawful agent and attorney-in-fact, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Assignee, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effectuate, consummate, record, perfect or confirm the transactions contemplated in this Agreement.

5. Waiver; Amendment. Neither this Agreement nor any provision hereof shall be waived, amended, modified, changed, supplemented, discharged or terminated except by an instrument in writing executed by the parties.

6. Section Headings. The section headings contained in this Agreement and the schedule thereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9. Third Party Rights. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, other than the parties hereto and their respective successors, any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

10. Recitals. The above recitals are incorporated herein as if set forth at length below.

[Signatures next page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement with effect as of the Effective Date.

ASSIGNOR

LOOSE TOOTH INDUSTRIES, INC.

DocuSigned by:
By: Justin Bailey
Name: Justin Bailey
Title: Chief Executive Officer

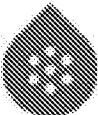
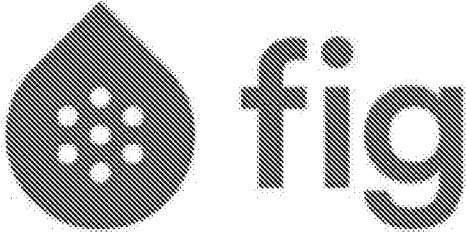
ASSIGNEE

FIG PUBLISHING, INC.

DocuSigned by:
By: Chuck Pettid
Name: Chuck Pettid
Title: President

SCHEDULE A
ASSIGNED MARKS

Registered Trademarks:

Serial Number	Reg. Number	Word Mark	Reg. Date
88358229		OPENACCESS	
88358232		ALPHAACCESS	
87044187	5066284	COMMUNITY POWERED PUBLISHING	10/18/2016
87044184	5056590	COMMUNITY POWERED PUBLISHER	10/4/2016
86917487	5163095	GAME SHARES	3/4/2017
86884603	5048509		9/27/2016
86884455	5048506	 FIG	9/27/2016
86884329	5048504	FIG	9/27/2016