

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creative Concepts & Manufacturing, LLC		08/24/2020	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Cosmic Pet, LLC		
Street Address:	1315 W MacArthur Rd., Bldg 300		
City:	Wichita		
State/Country:	KANSAS		
Postal Code:	67217		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5018987	BOREDOM BUSTERZ	
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:	3305733762		
Email:	trademarks@inventorshelp.com		
Correspondent Name:	Nathan Gugliotta, Esq.		
Address Line 1:	P.O. Box 506		
Address Line 4:	Richfield, OHIO 44286		
NAME OF SUBMITTER:	Nathan Gugliotta, Esq.		
SIGNATURE:	/NJG/		
DATE SIGNED:	10/13/2020		
Total Attachments: 8			
source=Executed Boredom Busterz Assignment Agreement - Aug 21 2020 - 7-34 PM#page1.tif			
source=Executed Boredom Busterz Assignment Agreement - Aug 21 2020 - 7-34 PM#page2.tif			
source=Executed Boredom Busterz Assignment Agreement - Aug 21 2020 - 7-34 PM#page3.tif			
source=Executed Boredom Busterz Assignment Agreement - Aug 21 2020 - 7-34 PM#page4.tif			
source=UPS-C3070804#page1.tif			

OP \$40.00 5018987

source=UPS-C3070804#page2.tif

source=UPS-C3070804#page3.tif

source=UPS-C3070804#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made on July 21, 2020 between Creative Concepts & Manufacturing, LLC, ("Assignor"), and Cosmic Pet, LLC ("Assignee"). Within this Agreement, Assignor and Assignee may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor desires to sell certain intellectual property assets and associated goodwill of Assignor as described in greater detail below; and,

WHEREAS, the Assignee desires to acquire certain intellectual property assets and associated goodwill of Assignor as described in greater detail below; and,

WHEREAS, as set forth in the Agreement, Assignor is the owner of the United States trademark registration number 5018987, as set forth in further detail on Exhibit A, which is attached to and made part of this Assignment, together with the goodwill of the business symbolized by each such trademarks application and the registrations therefor ("Trademark"), which Assignor desires to assign to Assignee; and,

WHEREAS, Assignee desires to accept such assignment and ownership of the Trademarks, including the goodwill of the same; and,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Assignment of Trademarks. Assignor hereby irrevocably assigns to Assignee the entire right, title, interest, and good will in and to the Trademark, (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, and all other rights), along with the goodwill of the business symbolized by the Trademark, the same to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, as full and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made; together with all claims for damages by reasons of past infringement of said Trademark, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives. Assignor must execute and deliver to Assignee any additional documents that may become necessary and complete any actions required in order to transfer in a timely manner any of the properties subject to this Assignment. Assignor must also perform whatever actions necessary to ensure the perfection of the Assignee's ownership of the Trademark, as well as complete divestiture of its ownership in the same.

2. Consideration. In consideration of the assignment set forth in Section 1, Assignee must pay Assignor the sum of seven thousand and five hundred dollars (\$7,500.00), within one week of complete execution of this Agreement.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - a. Assignor has the right, power, and authority to enter into this Assignment;
 - b. Assignor is the exclusive owner of all right, title, interest, and goodwill, including all intellectual property rights, in the Trademark;
 - c. The Trademark is free of any liens, security interests, encumbrances, or licenses;
 - d. The Trademark does not infringe on the rights of any person or entity;
 - e. This Assignment is valid, binding, and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and,
 - f. Assignor is not subject to any agreement, judgment, or order inconsistent with the this Assignment's terms.
4. Amendment. This Agreement may be amended only by a written agreement signed by the Parties.
5. Severability. If any term, provision, covenant, or condition of this Assignment is found by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Assignment and such term, provision, covenant, or condition as applied to other persons, places, and circumstances, must remain in full force and effect, except as mandated by any such ruling.
6. Governing Law. This Assignment must be governed by and construed in accordance with the Lanham Act and the laws of the United States of America.
7. Successors and Assigns. This Assignment must inure to the benefit of and be binding on the successors and assigns of the Parties.

The Parties, agreeing to be bound by this Assignment, execute the same on the following page.

Date: July 21, 2020.



Cosmic Pet, LLC
By Tim Blurton
Its CEO
Duly Authorized

Creative Concepts & Manufacturing, LLC
By:
Its:
Duly Authorized

Exhibit A

United States Federal Trademark Registration Number 5,018,987

Mark: "BOREDOM BUSTERZ"

International Class 028: Pet toys.

Filing Date: June 18, 2015

Registration Date: August 9, 2016

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made on July ~~___~~ ^{8/24/20}, 2020 between Creative Concepts & Manufacturing, LLC, ("Assignor"), and Cosmic Pet, LLC ("Assignee"). Within this Agreement, Assignor and Assignee may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor desires to sell certain intellectual property assets and associated goodwill of Assignor as described in greater detail below; and,

WHEREAS, the Assignee desires to acquire certain intellectual property assets and associated goodwill of Assignor as described in greater detail below; and,

WHEREAS, as set forth in the Agreement, Assignor is the owner of the United States trademark registration number 5018987, as set forth in further detail on Exhibit A, which is attached to and made part of this Assignment, together with the goodwill of the business symbolized by each such trademarks application and the registrations therefor ("Trademark"), which Assignor desires to assign to Assignee; and,

WHEREAS, Assignee desires to accept such assignment and ownership of the Trademarks, including the goodwill of the same; and,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

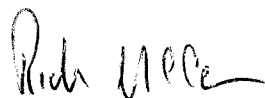
1. Assignment of Trademarks. Assignor hereby irrevocably assigns to Assignee the entire right, title, interest, and good will in and to the Trademark, (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, and all other rights), along with the goodwill of the business symbolized by the Trademark, the same to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, as full and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made; together with all claims for damages by reasons of past infringement of said Trademark, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives. Assignor must execute and deliver to Assignee any additional documents that may become necessary and complete any actions required in order to transfer in a timely manner any of the properties subject to this Assignment. Assignor must also perform whatever actions necessary to ensure the perfection of the Assignee's ownership of the Trademark, as well as complete divestiture of its ownership in the same.

2. Consideration. In consideration of the assignment set forth in Section 1, Assignee must pay Assignor the sum of seven thousand and five hundred dollars (\$7,500.00), within one week of complete execution of this Agreement.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - a. Assignor has the right, power, and authority to enter into this Assignment;
 - b. Assignor is the exclusive owner of all right, title, interest, and goodwill, including all intellectual property rights, in the Trademark;
 - c. The Trademark is free of any liens, security interests, encumbrances, or licenses;
 - d. The Trademark does not infringe on the rights of any person or entity;
 - e. This Assignment is valid, binding, and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and,
 - f. Assignor is not subject to any agreement, judgment, or order inconsistent with the this Assignment's terms.
4. Amendment. This Agreement may be amended only by a written agreement signed by the Parties.
5. Severability. If any term, provision, covenant, or condition of this Assignment is found by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Assignment and such term, provision, covenant, or condition as applied to other persons, places, and circumstances, must remain in full force and effect, except as mandated by any such ruling.
6. Governing Law. This Assignment must be governed by and construed in accordance with the Lanham Act and the laws of the United States of America.
7. Successors and Assigns. This Assignment must inure to the benefit of and be binding on the successors and assigns of the Parties.

The Parties, agreeing to be bound by this Assignment, execute the same on the following page.

Date: July __, 2020.

Cosmic Pet, LLC
By Tim Blurton
Its CEO
Duly Authorized



Creative Concepts & Manufacturing, LLC
By: *RICHARD MCCALLUM*
Its: *CFO*
Duly Authorized

Exhibit A

United States Federal Trademark Registration Number 5,018,987

Mark: "BOREDOM BUSTERZ"

International Class 028: Pet toys.

Filing Date: June 18, 2015

Registration Date: August 9, 2016