

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zoomworks LLC		04/15/2021	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	PlanetArt, LLC		
Street Address:	23801 Calabasas Road		
City:	Calabasas		
State/Country:	CALIFORNIA		
Postal Code:	91302		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4698955	STUFFIES	
Registration Number:	4446833	STUFFIE	
Registration Number:	4286271	STUFFIES	
Registration Number:	4286272	IT'S WHAT'S INSIDE THAT COUNTS!	
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:	9142220774		
Email:	lholzman@cm.law		
Correspondent Name:	Lara A. Holzman		
Address Line 1:	13101Preston Road		
Address Line 2:	STE 110-1520		
Address Line 4:	Dallas, TEXAS 75240		
NAME OF SUBMITTER:	Lara A. Holzman		
SIGNATURE:	/lah/		
DATE SIGNED:	05/17/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of April 15, 2021, is made by Zoomworks LLC a Minnesota limited liability company, with an address at 110 Cheshire Lane, Suite 200, Minnetonka, Minnesota 55305 ("Seller"), in favor of PlanetArt, LLC a Delaware limited liability company, with an address at 23801 Calabasas Road, Calabasas, California 91302 ("Buyer"), the purchaser of certain assets of Seller.

WHEREAS, Seller and Buyer are parties to that certain Assignment Agreement and Bill of Sale dated as of April 15, 2021 (the "Agreement");

WHEREAS, Seller is the owner of, or purports to own, in whole or in part, the issued patents, patent applications, trademark registrations, trademark applications, copyright registrations, and common law rights to certain other creative assets listed on Schedules A, B, C and D (collectively, the "Intellectual Property"); and

WHEREAS, pursuant to the Agreement, Seller has agreed to transfer and assign to Buyer all of its right, title and interest in and to the intellectual property set forth on Schedules A, B and C, free and clear of all encumbrances, including, without limitation, contractual rights of any third party, and Buyer has agreed to accept such transfer and assignment as set forth in the Agreement;

WHEREAS, pursuant to the Agreement, Seller has agreed to transfer and assign to Buyer all of its right, title and interest in and to the creative assets set forth on Schedule D, and Buyer has agreed to accept such transfer and assignment as set forth in the Agreement.

NOW, THEREFORE, pursuant to the Agreement and in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, the Intellectual Property free and clear of all encumbrances, including, without limitation, contractual rights of any third party, except that Seller sells, assigns, transfers, conveys and delivers to Buyer the assets set forth on Schedule D of the Assignment, subject to ownership rights to video, audio, images, music and performances included therein that are owned by third parties, and Buyer purchases, acquires and accepts from Seller, all of Seller's right, title and interest in and to all of the Intellectual Property, along with all income, royalties, damages and payments due or payable with respect thereto (including the right to sue and recover for past, present or future infringements or misappropriations thereof and damages associated therewith). In addition, specifically with regard to the trademarks listed on Schedule B, Seller does hereby assign to Buyer any and all right, title and interest in and to the trademarks together with the goodwill of the business in connection with which the trademarks are used and which are symbolized by the trademarks, along with all rights of action accrued and to accrue under and by virtue hereof, including, without limitation, the right to sue and recover for past, present or future infringements or misappropriations of such trademarks and damages associated therewith. Specifically, in connection with the copyrights listed in Schedule C, Seller does hereby assign unto Buyer all right, title and interest in and to the copyrights in the United States and throughout the world, along with the right to sue and recover for past, present or future infringements or misappropriations thereof and damages associated therewith and the assignment (or if they are not assignable, a full and complete waiver of) any moral rights it may possess with regard to such copyrights. Specifically, with regard to the creative assets listed on Schedule D, Seller hereby assigns to Buyer any and all right, title and interest that it has in the creative assets, which specifically excludes certain video, audio, images, music and performances that are owned by third parties.

2. Recordation. Seller hereby requests, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office, and the patent, trademark and copyright offices of any other jurisdictions in which the Intellectual Property may be registered to record this Assignment and to issue all registrations and renewals for the Intellectual Property to Buyer in accordance with the terms of this Assignment.

3. Asset Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Agreement, and nothing herein, express or implied, is intended to or will be construed to modify, expand or limit in any way the covenants, representations and/or warranties contained in the Agreement. If the terms of this Assignment conflict with the terms of the Agreement, then the terms of the Agreement will govern.

4. Miscellaneous. The captions in this Assignment are for convenience only and will not be deemed to affect the provisions themselves. This Assignment may be executed in counterparts, each of which will constitute a duplicate original of the same instrument. No waiver, amendment or modification of this Assignment will be effective, except pursuant to a signed written instrument, and any such waiver, amendment and/or modification will be effective only in/for the specific instance/purpose stated in such writing. If any portion of this Assignment is held invalid or unenforceable, it will be deemed modified so as to make it valid and enforceable, consistent with the parties' manifest intentions, or if it cannot be so modified, will be deemed stricken, with the remaining portions of this Assignment in full force and effect. This Assignment and the Agreement constitute the entire understanding and agreement, and supersede any and all prior or contemporaneous representations, understandings and agreements, between the parties with respect to the subject matter of this Assignment, all of which are merged in this Assignment and the Agreement. This Assignment and the Agreement terminates all rights, obligations, and claims pursuant to the March 22, 2018 Personal Creations Stuffies Intellectual Property License Agreement. Nothing contained in this Assignment will be deemed to create, or be construed as creating, any third-party beneficiary right, in any manner. Except as otherwise provided in this Assignment, all rights and remedies in this Assignment, or otherwise, will be cumulative.

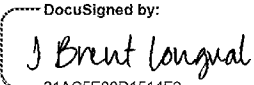
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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.


SELLER:

ZOOMWORKS LLC

DocuSigned by:
By: 
Its: Chief Financial officer

BUYER:

PLANETART, LLC

By: 
Its:

Schedule A

Issued Patents and Patent Applications

Name	Abstract	Status	Patent Number
Stuffies Plush Figure Including Multi-Chamber Storage System	Stuffies, including various pocket configuration. Claims are directed toward pocket placement, seam placement and design. Application references modular (mix-and-match parts) construction of toy range.	Registered 12/24/13	8613639
Stuffies – Design Plush Toy	Design patent for the body & leg shape, but does not include the head shape.	Registered 05/07/13	D681744
Stuffies – Design Plush Toy	Continuation patent of D681744, essentially a broader version with more flexibility on design	Registered 05/06/14	D704282
Stuffies Plush Figure Including Multi-Chamber Storage System Continuation Application	Includes new claims including methods of manufacturing	Registered 07/07/15	9072979
Stuffies Plush Figure Including Multi-Chamber Storage System Continuation Application	Includes new claims including features of Baby Stuffies	Registered 10/13/15	9155973
Stuffies Plush Toy	Stuffies with any type of back end	Registered 07/07/15	D733809

Stuffies Plush Toy	Stuffies with a round back end (dog, pig, bear, etc)	Registered 07/07/15	D733807
Stuffies Plush Toy	Stuffies with a tail back end (Hippo, Iguana, etc.)	Registered 07/07/15	D733808
Stuffies Plush Toy		Registered 05/19/15	D729881
Stuffies Plush Figure Including Multi-Chamber Storage System		Registered 02/03/15	8944876 B2
Stuffies Plush Toy	Continuation patent for Stuffies	Registered 04/05/16	D753239 S

Schedule C

Copyright Registrations

Registration	Description
PA 1-845 674	“How Much Stuff” Stuffies Television Commercial
SR 733-382	Stuffies, Its What’s Inside That Counts (Television Commercial)
PA 1-845-679	Stuffies Website
VA 1-873-420	Stuffies Unicorn, Dog and Turtle (Sculptural)
PA 1-845-934	“What’s in Your Stuffie?” Stuffies Television Commercial

The copyright registrations listed above were assigned to Seller on March 15, 2021 as evidenced by the attached assignment document.

**Schedule D
Creative Assets**

TV Spots

Bedtime
Classroom
Fill Them Up With Fun
Grandma
Grandma's House
Hero Mom
How Much
Sing Along
So Much More
Thanks Mom
This Moment

Radio Spots (Various Spots, Including:)

What's in Your Stuffies
How Much
Hey Mom
Cover Your Ears
Bedtime
Stuffies Invasion
How Much Stuff Values
Storytime Rhyme

Digital/Print (Various Materials Including)

Banner Ads
Email Templates
Web Page Design
Retail POP Concepts
Retail Hang Tags
Direct Mail
Tradeshaw Display & Marketing Tools
Various Photoshoot Images

Song

Lyrics to Stuffies – Its Whats Inside That Counts Jingle
Lyrics to Stuffies – How Much Stuff tongue twister