TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM679843

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Imagine Nation Books, Ltd.		10/01/2021	Corporation: IOWA

RECEIVING PARTY DATA

Name:	Books Are Fun, Ltd.	
Street Address:	1155 Cannon Street	
Internal Address:	Unit 100	
City:	Louisville	
State/Country:	COLORADO	
Postal Code:	80027	
Entity Type:	Corporation: COLORADO	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3692227	BOOKS ARE FUN

CORRESPONDENCE DATA

Fax Number:

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.

stewart@hassancables.com

Correspondent Name: Stewart D. Cables Address Line 1: 1035 Pearl Street

Address Line 4: Boulder, COLORADO 80302

NAME OF SUBMITTER:	UBMITTER: Stewart D. Cables	
SIGNATURE:	/Stewart D. Cables/	
DATE SIGNED:	10/08/2021	

Total Attachments: 2

source=Assignment of Trademark (Books Are Fun - signed)#page1.tif source=Assignment of Trademark (Books Are Fun - signed)#page2.tif

> **TRADEMARK** REEL: 007447 FRAME: 0359

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark ("Assignment"), effective as of October 1, 2021, is by and between Imagine Nation Books, Ltd., an Iowa corporation ("Assignor") and Books Are Fun, Ltd., a Colorado limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademark identified as follows: "BOOKS ARE FUN" Registration Number 3692227 (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title and interest in the Trademark in perpetuity;

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

- 1. **Assignment**. Assignor does hereby assign to Assignee, and the Assignee hereby accepts from the Assignor, all rights, title, and interest, including but not limited to all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights, in and to the Trademark.
- 2. **Consideration**. In consideration for the assignment set forth above, Assignor shall pay Assignee the sum of TEN DOLLARS (\$10.00).
- 3. **Entire Agreement.** This Assignment contains and constitutes the entire understanding of the agreement of the parties concerning the transactions contemplated hereby. All negotiations between the parties are merged into this Assignment, and there are no representations, covenants, warranties, understandings or agreements, oral or otherwise, in relation thereto between the parties, other than those incorporated herein and delivered hereunder.
- 4. **Amendment**. This Assignment may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this Assignment.
- 5. **Severability**. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held 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 shall remain in full force and effect, except as mandated by ruling.
- 6. **Agreement to Perform Necessary Acts**. Assignor and Assignee agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.
- 7. **Governing Law**. The parties agree that this Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by the laws of the State of Colorado, and consent to the jurisdiction of the courts in Boulder, Colorado.
- 8. **Binding Effect:** This Assignment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, agents and brokers.

TRADEMARK
REEL: 007447 FRAME: 0360

- 9. **Facsimile and Electronic Counterparts:** Signatures on this Assignment may be communicated by facsimile and/or electronic mail transmission and shall be binding upon the parties transmitting the same.
- 10. Acceptance of Terms of This Assignment: The parties have read this Assignment, and their signatures below indicate their acceptance of the terms of this Assignment, and that they have found the terms of this Assignment to be fair and not unconscionable.

A	REED	TO	AND	ACCEPTED	\mathbf{RV}

RECORDED: 10/08/2021

ASSIGNOR: Imagine Nation Books, Ltd.	ASSIGNEE: Books Are Fun, Ltd.
Earl Koff	Be frage
By: Earl Kaplan, CEO	By: Ben Kaplan, CEO

TRADEMARK REEL: 007447 FRAME: 0361