

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680534

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|-----------------------------------|--|-----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Elenco Electronics, Inc. | | 10/01/2021 | Corporation: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Elenco Electronics, LLC | | |
| Street Address: | 301 Carlson Parkway, Suite 265 | | |
| City: | Minnetonka | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55305 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 19 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3940898 | SNAP CIRCUITS | |
| Registration Number: | 3274250 | SNAP ROVER | |
| Registration Number: | 3473170 | SNAPTRICITY | |
| Registration Number: | 3052026 | ELENCO | |
| Registration Number: | 3382347 | SNAP KIT | |
| Registration Number: | 2024276 | AMERIKIT | |
| Registration Number: | 5477091 | LEARN BY DOING | |
| Registration Number: | 2010505 | LEARN BY DOING | |
| Registration Number: | 5286187 | MAKING CODING A SNAP | |
| Registration Number: | 5285798 | SNAPINO | |
| Registration Number: | 5891754 | WE MAKE | |
| Registration Number: | 6019279 | WE MAKE TOOLS FOR MAKERS | |
| Registration Number: | 5717587 | CIRCUITSAFE | |
| Registration Number: | 5814688 | ELECTRONICS EXPLORATION KIT | |
| Registration Number: | 5951594 | TEACH TECH | |
| Registration Number: | 6029314 | | |
| Registration Number: | 2238031 | DISCOVERY PLANET | |
| Registration Number: | 5994573 | SNAP CIRCUITS ELENCO | |
| Registration Number: | 5988418 | SNAP CIRCUITS ELENCO | |

CH \$490.00 3940898

CORRESPONDENCE DATA**Fax Number:** 4142735198

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: 4142733500**Email:** emcguire@gklaw.com**Correspondent Name:** Shane Delsman; Godfrey & Kahn, S.C.**Address Line 1:** 833 E. Michigan Street, Suite 1800**Address Line 4:** Milwaukee, WISCONSIN 53202-5615

| | |
|---------------------------|---------------|
| NAME OF SUBMITTER: | Shane Delsman |
|---------------------------|---------------|

| | |
|-------------------|-----------------|
| SIGNATURE: | /Shane Delsman/ |
|-------------------|-----------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 10/12/2021 |
|---------------------|------------|

Total Attachments: 9

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PATENT, COPYRIGHT AND TRADEMARK ASSIGNMENT

THIS PATENT, COPYRIGHT AND TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 1, 2021 (the "Effective Date"), by and between Elenco Electronics, Inc., an Illinois corporation (the "Company"), and Elenco Electronics, LLC, a Delaware limited liability company ("Buyer"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, the Company owns all right, title, and interest in the following (collectively, the "Assigned Intellectual Property"): (a) the patents and patent applications shown in the attached Schedule A, and all inventions described and claimed therein (including all divisional, continuations, continuations-in-part, provisionals, reissues, renewals, reexaminations, extensions of such applications, patents or interferences thereof) (the "Assigned Patents"); (b) copyrights and copyright registrations shown in the attached Schedule B, and any related common law rights (the "Assigned Copyrights"); and (c) trademarks and trademark registrations shown in the attached Schedule C, and any related common law rights, including the goodwill associated therewith (the "Assigned Trademarks"); and

WHEREAS, Buyer has acquired substantially all of the assets of the Company, including the Assigned Intellectual Property, pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and among Buyer, the Company and certain other parties thereto (the "Purchase Agreement").

NOW, THEREFORE, for the good and valuable consideration for execution of the Asset Purchase Agreement and the payment of the consideration stipulated therein, the sufficiency of which is hereby acknowledged, effective as of the Effective Date, the Company agrees to and does hereby irrevocably sell, assign, and transfer to Buyer (i) all right, title, and interest in and to the Assigned Intellectual Property, (ii) in and to any applications that have been or shall be filed in any foreign countries claiming priority to the Assigned Intellectual Property, (iii) all patents or utility models of foreign countries that may be granted on or from the Assigned Patents, (iii) all issuances, extension and renewals of the Assigned Trademarks or Assigned Copyrights that have been or shall be filed, and (iv) in each of the foregoing (i) through (iii), all proceeds therefrom together with any and all claims or causes of infringement thereof that may have accrued prior to and/or after the Effective Date, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages (including past damages) arising from said claims or causes of action, to be held and enjoyed by the Buyer for its own use and benefit and for its successors and assigns as the same would have been held by the Company had this Assignment not been made.

Where appropriate, the parties authorize and request the Commissioner of Patents of the United States Patent and Trademark Office, whose duty it is to issue patents, the Commissioner of Trademarks of the United States Patent and Trademark Office, whose duty it is to register

trademarks, and the Register of Copyrights of the United States Copyright Office, whose duty it is to register copyrights, to record Buyer as the assignee and owner of the Assigned Intellectual Property.

Buyer and the Company hereby further undertake that they will execute such additional documents and take such further actions as may be reasonably required or as Buyer may reasonably request in order to confirm and further effectuate the sale and assignment of the Assigned Intellectual Property by the Company to Buyer, including without limitation the execution of any variations of this Assignment that may be required to transfer the Assigned Intellectual Property in any foreign jurisdictions.

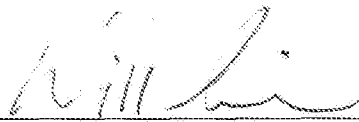
This Assignment (i) may be executed in one or more counterparts and delivered by facsimile, portable document format or other electronic means, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement; (ii) shall be binding upon and inure to the benefit of the parties hereto, and each of their successors and assigns; (iii) shall be governed in all respects by the internal laws of the State of Delaware, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction; and (iv) may not be amended or modified unless in writing and signed by Buyer and the Company.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

BUYER:

ELENCO ELECTRONICS, LLC

By: 
Name: William L. Grindell
Title: President

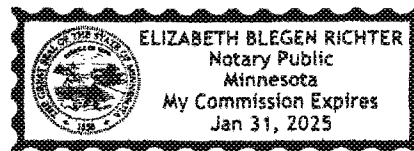
STATE OF Minnesota

COUNTY OF Hennepin

On October 1, 2021, before me, Elizabeth Richter, Notary Public in and for said State, personally appeared William L. Grindell, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the said person acted, executed the instrument.

WITNESS my hand and official seal.


SIGNATURE OF NOTARY PUBLIC

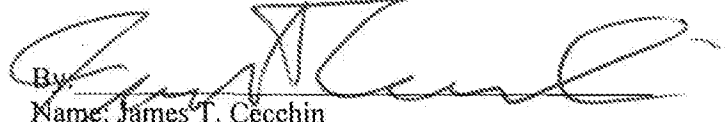


[Signature Page to Patent, Copyright and Trademark Assignment]

TRADEMARK
REEL: 007449 FRAME: 0949

SELLER:

ELENCO ELECTRONICS, INC.

By: 
Name: James T. Cecchin
Title: President

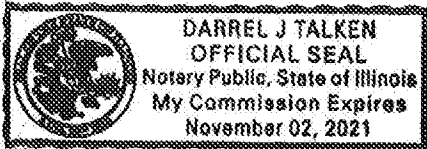
STATE OF ILLINOIS

COUNTY OF COOK

On October 1, 2021, before me, Darrel Talken, Notary Public in and for said State, personally appeared James T. Cecchin, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the said person acted, executed the instrument.

WITNESS my hand and official seal.


SIGNATURE OF NOTARY PUBLIC



[Signature Page to Patent, Copyright and Trademark Assignment]


SCHEDULE A: ASSIGNED PATENTS

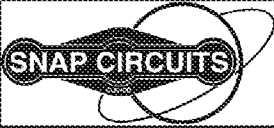
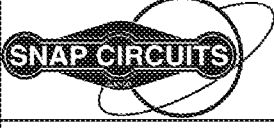
| Title | Patent Number [Application Number] | Issue Date [Application Date] | Jurisdiction |
|---|---|--|---------------------|
| Breadboard to stackable plug convertor | 7,273,377 | Sept. 25, 2007 | US |
| Electronic toy and teaching aid safety devices | 7,144,255 | Dec. 5, 2006 | US |
| Adapter for connecting a toy building block to a snap-together electronic toy | 10,252,176 | Apr. 9, 2019 | US |
| Buckle Combined Type Electronic Toy | 209333212 | [Sept. 3, 2019] | CN |
| Adapter for connecting a toy building block to a snap-together electronic toy | [3077042] | [Oct. 1, 2018] | CA |
| Adapter for connecting a toy building block to a snap-together electronic toy | [20188006444.4] | [Oct. 1, 2018] | CN |
| Adapter for connecting a toy building block to a snap-together electronic toy | [EP 18863927] | [Oct. 1, 2018] | EP |
| Adapter for connecting a toy building block to a snap-together electronic toy | 2020270122997 | Oct. 1, 2018 | IN |


SCHEDULE B: ASSIGNED COPYRIGHTS

| Registration Number | Title | Registration Date | Jurisdiction |
|---------------------|---|-------------------|--------------|
| TX0002709307 | AM/FM radio kit : model AM/FM-108, 14-transistors, 5-diodes : assembly and instruction manual. | Dec. 14, 1989 | US |
| TX0002709306 | AM radio kit : model superhet AM550, 7-transistor : assembly and instruction manual. | Dec. 14, 1989 | US |
| TX0003748391 | Basic electronic components : model ECK-10 : instruction manual / by Arthur F. Seymour. | Feb. 16, 1994 | US |
| TX0003211038 | Digital/analog trainer : model XK-500K : assembly and instruction manual. | Dec. 16, 1991 | US |
| TX0006372883 | Electronic playground and learning : model EP-50. | Apr. 26, 2006 | US |
| TX0003882568 | Fiber optics--assembly 2 technical manual. | Aug. 8, 1994 | US |
| TX0003858071 | Function generator model FG-500K assembly & instruction manual. | Aug. 16, 1994 | US |
| TXu000402578 | Master k-kit manual. | Jan. 25, 1990 | US |
| TX0002709133 | Micro-Master MM-8000 : 8085 microprocessor basic systems course : computer theory, construction, and programming. | Dec. 14, 1989 | US |
| TX0003211036 | Model N-1100 assembly and instruction manual : analog multimeter kit. | Dec. 16, 1991 | US |
| TX0003211037 | Model XP-15K assembly manual : power supply kit. | Dec. 16, 1991 | US |
| TX0003858072 | Motion detector model SS-50K assembly manual. | Aug. 16, 1994 | US |
| TX0003749527 | Telephone line analyzer, model TT-400K : assembly manual. | Feb. 16, 1994 | US |
| TX0003760283 | Telephone line analyzser instruction manual. | Feb. 16, 1994 | US |
| TX0003211039 | XK-500 instruction manual : digital/analog trainer. | Dec. 16, 1991 | US |
| TX0003856882 | Cassette player : assembly manual. | Jul. 11, 1994 | US |

SCHEDULE C: ASSIGNED TRADEMARKS

| Mark | [Serial Number] Registration Number | [Application Date] Registration Date | Jurisdiction |
|---|---|---|--------------|
| SNAP CIRCUITS | [85/113,281] 3,940,898 | [August 23, 2010] April 5, 2011 | US |
| SNAP ROVER | [78/579,607] 3,274,250 | [March 3, 2005] August 7, 2007 | US |
| SNAPTRICITY | [77/131,424] 3,473,170 | [March 14, 2007] July 22, 2008 | US |
| ELENCO | [76/448,595] 3,052,026 | [September 11, 2002] January 31, 2006 | US |
| SNAP KIT | [76/608,480] 3,382,347 | [August 25, 2004] February 12, 2008 | US |
| AMERIKIT | [74/498,665] 2,024,276 | [March 9, 1994] December 17, 1996 | US |
| LEARN BY DOING | [87/507,143] 5,477,091 | [June 27, 2017] May 22, 2018 | US |
| LEARN BY DOING | [74/498,657] 2,010,505 | [March 9, 1994] October 22, 1996 | US |
| MAKING CODING A SNAP | [87/354,085] 5,286,187 | [March 1, 2017] September 12, 2017 | US |
| SNAPINO | [87/346,733] 5,285,798 | [February 23, 2017] September 12, 2017 | US |
| WE MAKE | [87/500,903] 5,891,754 | [June 22, 2017] October 22, 2019 | US |
| WE MAKE TOOLS FOR MAKERS | [87/471,615] 6,019,279 | [June 1, 2017] March 24, 2020 | US |
| CIRCUITSAFE | [87/866,150] 5,717,587 | [April 6, 2018] April 2, 2019 | US |
| ELECTRONICS EXPLORATION KIT | [87,923,539] 5,814,688 | [May 16, 2018] July 23, 2019 | US |
| TEACH TECH | [88/273,296] 5,951,594 | [January 23, 2019] December 31, 2019 | US |
|  | [88/689,146] 6,029,314 | [November 12, 2019] April 7, 2020 | US |
| DISCOVERY PLANET | [75/228.240] 2,238,031 | [January 21, 1997] April 13, 1999 | US |

| Mark | [Serial Number] Registration Number | [Application Date] Registration Date | Jurisdiction |
|---|---|---|--------------------|
|  | [88/455,483] 5,994,573 | [May 31, 2019] February 25, 2020 | US |
|  | [88/457,430] 5,988,418 | [June 3, 2019] February 18, 2020 | US |
| ELENCO | [88/455,483] 5,994,573 | [May 31, 2019] February 25, 2020 | MX |
| ELENCO | [0627415] 816714 | [October 31, 2003] December 11, 2003 | MX |
| ELENCO | [0582107] 841702 | [December 19, 2002] July 15, 2004 | EU |
| ELENCO | 8180207 | [April 6, 2010] May 21, 2011 | CN |
| ELENCO | [UK00908964595] UK00908964595 | [March 17, 2010] November 19, 2010 | UK |
| SNAP CIRCUITS | [1448164] TMA788584 | [August 13, 2009] January 25, 2011 | CA |
| SNAP CIRCUITS | [0990794] 1193182 | [February 19, 2009] December 3, 2010 | MX |
| SNAP CIRCUITS | 1407342 | March 14, 2018 | Madrid Protocol |
| SNAP CIRCUITS | 8180206 | [April 6, 2010] May 21, 2011 | CN |
| SNAP CIRCUITS | 008964652 | [March 18, 2010] September 2, 2010 | EU |
| SNAP CIRCUITS | 2017/42984 | [May 9, 2017] January 31, 2018 | TR |
| SNAP CIRCUITS | 981/12100719001 | [March 14, 2018] December 12, 2018 | RU |
| SNAP CIRCUITS | 1933870 | [March 14, 2018] May 13, 2021 | AU |
| SNAP CIRCUITS | 3864606 | [March 14, 2018] September 9, 2019 | IN |
| SNAP CIRCUITS | 2018-357296 | [March 14, 2018] March 20, 2019 | JP |
| SNAP CIRCUITS | [321493] 321493 | [September 30, 2019] March 11, 2020 | IS |

| Mark | [Serial Number] Registration Number | [Application Date] Registration Date | Jurisdiction |
|---|---|---|--------------|
| SNAP CIRCUITS | [UK00908964652] UK00908964652 | [March 17, 2010] September 2, 2010 | UK |
|  | 2138196 | | TW |
| SNAP ROVER | [1448166] TMA788578 | [August 13, 2009] January 25, 2011 | CA |
| SNAP ROVER | [0119850990796] 1184970 | [February 19, 2009] October 20, 2010 | MX |
| SNAPTRICITY | [1448167] TMA788583 | [August 13, 2009] January 25, 2011 | CA |
| SNAP KIT | [1448165] TMA788585 | [August 13, 2009] January 25, 2011 | CA |
| TEACH TECH | [2090013] | [March 8, 2021] | CA |

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