

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPIN MASTER, INC.		02/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMFORTRESEARCH NORTH CAROLINA, LLC		
Street Address:	1719 ELIZABETH AVENUE, N.W.		
City:	GRAND RAPIDS		
State/Country:	MICHIGAN		
Postal Code:	49504		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3513077	AQUA CELL	
Registration Number:	4393899	AQUA RIDER	
Registration Number:	3609447	AQUARIA	
Registration Number:	3462988	SPONGEX	
CORRESPONDENCE DATA			
Fax Number:	6163559862		
<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:	6163550400		
Email:	wking@king-partners.com		
Correspondent Name:	William L. King III		
Address Line 1:	170 College Avenue		
Address Line 2:	Suite 230		
Address Line 4:	Holland, MICHIGAN 49423		
NAME OF SUBMITTER:	WILLIAM L. KING III		
SIGNATURE:	/WILLIAM L. KING III/		
DATE SIGNED:	03/30/2022		
Total Attachments: 7			
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ASSIGNMENT OF PATENTS AND TRADEMARKS

This ASSIGNMENT OF PATENTS AND TRADEMARKS ("Assignment Agreement"), is effective as of February 7, 2022, between SPIN MASTER, INC., a Delaware corporation ("Assignor"), and COMFORTRESEARCH NORTH CAROLINA, LLC, a Michigan limited liability company ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof, whereby Assignor has agreed to sell, assign, transfer, convey and deliver the Purchased Assets (as defined in the Agreement), directly or indirectly, to Assignee, and Assignee has agreed to acquire, directly or indirectly, the Purchased Assets (the "Agreement"); and

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, directly or indirectly, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to Assignor's rights that are inherent in or relating to the Purchased Assets, which includes the Assigned Patents and Assigned Trademarks (as defined herein);

NOW, THEREFORE, for valuable consideration, including, without limitation, the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to:

(a) the patents and patent applications identified on Schedule A attached hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Assigned Patents");

(b) the trademarks, service marks, logos, or other identifiers identified on Schedule A attached hereto including any derivations thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, and including any common law rights in the Assigned Trademarks and any pending applications or registrations of the Assigned Trademarks;

(c) all rights to income, royalties, and license fees deriving from the Assigned Patents or Assigned Trademarks, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Assigned Patents or Assigned Trademarks or injury to the goodwill associated with the Assigned Patents or Assigned Trademarks, including the right to sue for and collect such damages; and

(d) all rights of any kind whatsoever of Assignor accruing under the Assigned Patents and Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

2. Further Actions. Following the date hereof, at the Assignee's expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Patents and Assigned Trademarks to Assignee.
5. Counterparts. This Assignment 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 Assignment 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 Assignment Agreement.
6. Successors and Assigns. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. Governing Law; Venue. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof). Each Party agrees that any claim, controversy or dispute arising under or related to this Assignment Agreement shall be subject to and resolved in accordance with the applicable provisions of Article 7 of the Agreement.
8. Amendment. This Assignment Agreement may not be amended, modified, waived, or terminated except in a writing signed by the Parties.

[Signature on following page.]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

Assignor:

SPIN MASTER, INC.

By:  _____
Name: Chris Hars
Title: Director

Assignee:

COMFORTRESEARCH NORTH CAROLINA, LLC

By: _____
Name: Scott Johnson
Title: CFO

IN WITNESS WHEREOF, each of the Parties has caused this Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

Assignor:

SPIN MASTER, INC.

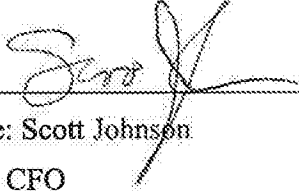
By: _____

Name:

Title:

Assignee:

COMFORTRESEARCH NORTH CAROLINA, LLC

By:  _____

Name: Scott Johnson

Title: CFO

SCHEDULE A
ASSIGNED PATENTS AND TRADEMARKS

Assigned Patents

Type	Name	Application No.	Patent No.	Effective Filing Date	Grant Date
CN P	WATER TOY	201710780451.5	201710780451.5	6/23/2013	6/26/2020
CN P	WATER TOY	201380044042.9	201380044042.9	6/23/2013	9/19/2017
AU P	WATER TOY	2013278037	2013278037	6/23/2013	2/21/2019
US P	WATER TOY	13/647,058	9782011	10/8/2012	10/10/2017
US DES	WATER TOY	29/459,727	D708690	7/2/2013	7/8/2014
US DES DIV	WATER TOY	29/494,495	D736335	7/2/2013	8/11/2015
US NPE	WATER TOY	14/410,815	10238984	10/8/2012	3/26/2019
US DES DIV	WATER TOY	29/535,701	D783106	7/2/2013	4/4/2017

Assigned Trademarks

Country/ Jurisdiction	Mark	Reg. No.	Full Goods/Services
United States (Federal)	AQUA CELL	3,513,077	Int'l Class: 20, 28 (Int'l Class: 20) Non-metal buoys; foam pillows; seating cushions; and mattresses (Int'l Class: 28) Floats for recreational use, namely, foam floats, swim

Country/ Jurisdiction	Mark	Reg. No.	Full Goods/Services
			floats, arm floats, [kick boards and body boards; and exercise equipment, namely, hand bars and swim bars; exercise accessories, namely, jogging belts with weights or for use with weights; and personal exercise mats]
United States (Federal)	AQUA RIDER	4,393,899	Int'l Class: 28 (Int'l Class: 28) Water toys
United States (Federal)	AQUARIA	3,609,447	Int'l Class: 28 (Int'l Class: 28) Toys in the Nature of Flexible [Foam Rods for Recreational Use;] Flexible Foam Flotation Toys [Containing Connectors Specifically Designed for Joining Foam Toy Rods, sold as a unit; Flexible Foam Construction Toys; Toy Water Guns; and Flexible Foam Flotation Toys,] namely, Pool Floats for Swimming, [Bath Floats in the Nature of Inflatable Bath Toys,]Floating Water Loungers, Floating Recreational Lounge Chairs, Body Boards, Surf Boards, and Kick Board Flotation Devices, all for Recreational use
United States (Federal)	SPONGEX	3,462,988	Int'l Class: 17, 20, 28 (Int'l Class: 17) [Molded foam insulated container packing for commercial transportation; low-density molded polyurethane packaging foam; plastic padding for impact protection; padding for impact protection, comfort and fit, composed of bonded microspheres used in industry; thermoplastic and polymeric materials, sold in sheet form, rods, blocks and other stock shapes, for use by third party manufacturers; packing foam in sheet form; and foam used for arts and crafts] (Int'l Class: 20) Non-metal buoys [; foam pillows; seating cushions; and mattresses] (Int'l Class: 28) Floats for recreational use, namely, foam floats, swim floats [, arm floats,] *and* kick boards [and body boards; and exercise equipment, namely, hand bars and swim bars; exercise accessories, namely, jogging belts

Country/ Jurisdiction	Mark	Reg. No.	Full Goods/Services
			with weights or for use with weights; and personal exercise mats]