

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/07/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brands Four Kids, LLC		11/07/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Thrive International, Inc.		
Street Address:	505 N. Highway 169		
Internal Address:	Suite 175		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5455154	CLOSE ENOUGH TO KISS	
Registration Number:	3427545	MOBY	
CORRESPONDENCE DATA			
Fax Number:	6126046800		
<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:	6126046689		
Email:	tsitzmann@winthrop.com		
Correspondent Name:	Timothy D. Sitzmann		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Capella Tower Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Timothy D. Sitzmann		
SIGNATURE:	/TDS/		
DATE SIGNED:	05/19/2022		
Total Attachments: 2			
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OP \$65.00 5455154

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and effective *nunc pro tunc* as of November 7, 2019 (the "Effective Date") by and between, Brands Four Kids, LLC ("Assignor") and Thrive International, Inc. ("Assignee") (collectively the "Parties" and individually a "Party").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated November 7, 2019 (the "Agreement") wherein Assignor transferred all rights, title, interest, in and to the trademarks and associated goodwill, copyright protected works of authorship, and inventions, patents, and other intellectual property referenced in the Agreement which include, but are not limited to, the marks identified in the attached Exhibit A (the "Marks"), the copyright associated with the works identified in the attached Exhibit B (the "Works"), and the patents, pending patent applications, and the inventions described therein and relating thereto as identified in the attached Exhibit C (the "Inventions"); and

WHEREAS, the Parties desire to document the transfer of rights from Assignor to Assignee in a form suitable and acceptable for recordation with the appropriate governmental agencies.

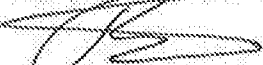
NOW, THEREFORE, in consideration of the foregoing, which are incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Marks and Works. Assignor hereby sells, assigns, and transfers to Assignee *nunc pro tunc* as of the Effective Date, any and all of Assignor's right, title, interest in and to the Marks, including all rights of priority, together with any and all goodwill of the business embodied in the Marks. Assignor hereby sells, assigns, and transfers to Assignee, any and all of Assignor's right, title, interest in and to the Works. The foregoing assignments shall include all Marks and Works, whether registered or not, and whether identified in the Exhibits or not, and shall include (A) any and all applications or registrations; (B) all rights to causes of action and remedies related thereto including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of any rights related to the foregoing; and (C) any other rights and interests arising out of, in connection with, or in relation to the Marks or Works.

2. Assignment of Inventions. Assignor hereby transfers to Assignee, *nunc pro tunc* as of the Effective Date, the entire right, title, and interest in and to the Inventions, including (1) the right to sue for and collect damages for past, present, and future infringement of the Inventions throughout the world; (2) all corresponding domestic and foreign applications including any provisional, non-provisional, divisional, continuation, continuation-in-part, reissue application, or any other application based on any of the Inventions; (3) all issued patents and additional Letters Patent, or similar legal protection, issuing on or associated with the Inventions; (4) all trade secrets and know-how pertaining to any of the Inventions; and (5) all rights and benefits under any applicable treaty or convention; and Assignor authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent to issue any Letters Patent or similar legal protection to the Assignee. Assignor authorizes the Assignee, its successors and assigns or anyone it may properly designate, to apply for Letters Patent or similar legal protection for any of the Inventions, in its own name if desired, in the U.S. and any and all foreign countries and to make a claim of priority to any applications as entitled under U.S. law or applicable international conventions, treaties, or otherwise. Assignor further agrees to: (a) cooperate with Assignee in the prosecution of applications (US or foreign) relating to the application; (b) execute, verify, acknowledge, and deliver all such further papers, including patent applications and instruments of transfer, as necessary; and (c) perform such other acts as Assignee may reasonably request to obtain or maintain patent rights in the Inventions in any and all countries.

Attach Notarial Statement

BRANDS FOUR KIDS, LLC



By: Bruce A. Rothwell
Its: Manager

INTELLECTUAL PROPERTY ASSIGNMENT

EXHIBIT A

Country	Title	Registration No.	Registration Date	Serial No.	Filing Date
Indonesia	MOBY			D002018003837	1/25/2018
Japan	MOBY	5464949	1/20/2012	2010-085756	11/04/2010
Japan	MOBY	5464954	1/20/2012	2010-085756	11/04/2010
Japan	MOBY (Katakana)	6067087	8/03/2018	2017-97054	7/20/2017
Malaysia	MOBY			2018050655	1/11/2018
New Zealand	MOBY	812455	3/11/2010	812455	9/09/2009
South Korea	MOBY	40-854566	2/24/2011	2009-0058737	11/27/2009
USA	MOBY	3427545	5/13/2008	77/047,883	11/20/2006
USA	CLOSE ENOUGH TO KISS	5,455,154	4/24/2018	87/524,040	7/11/2017