

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM808778

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.		05/01/2023	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Books Are Fun, Ltd.		
Street Address:	1140 US Highway 287		
Internal Address:	Suite 400-299		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80020		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2128314	BOOKS ARE FUN	
Registration Number:	2269139	BOOKS ARE FUN LTD.	
Registration Number:	2719217		
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>			
Email:	stewart@hassancables.com		
Correspondent Name:	Stewart D. Cables		
Address Line 1:	1035 Pearl Street, Suite 200		
Address Line 4:	Boulder, COLORADO 80302		
NAME OF SUBMITTER:	Stewart D. Cables		
SIGNATURE:	/Stewart D. Cables/		
DATE SIGNED:	05/08/2023		
Total Attachments: 2			
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source=Assignment of Trademarks (Books Are Fun) (executed copy)#page2.tif			

OP \$90.00 2128314

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment"), effective as of May 1, 2023, 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 three trademarks identified as follows:

"BOOKS ARE FUN" Registration Number 2128314;

"BOOKS ARE FUN LTD." Registration Number 2269139; and

The design only mark described as "an artistic representation of an apple sitting on top of three stacked books, Registration Number 2719217 (collectively the "Trademarks").

WHEREAS, Assignee wishes to acquire the entire rights, title and interest in the Trademarks 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 Trademarks, all rights to prepare derivative marks, all goodwill and all other rights, in and to the Trademarks.

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.

9. **Facsimile and Electronic Counterparts:** Signatures on this Assignment may digital, 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.

AGREED TO AND ACCEPTED BY:

ASSIGNOR:

Imagine Nation Books, Ltd.



By: Earl Kaplan, CEO

ASSIGNEE:

Books Are Fun, Ltd.



By: Ben Kaplan, CEO