

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819981

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900777932		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Free Spirit Publishing Inc.		03/31/2023	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Teacher Created Materials, Inc.		
Street Address:	5482 Argosy Avenue		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92649		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2015359	IN A JAR	
Registration Number:	2943772		
Registration Number:	3343599	IN A JAR	
CORRESPONDENCE DATA			
Fax Number:	6127567050		
<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:	6127567010		
Email:	aanderson@anderson-lawfirm.com		
Correspondent Name:	Alan M. Anderson		
Address Line 1:	11100 Wayzata Blvd.		
Address Line 2:	Ste. 545		
Address Line 4:	Minneapolis, MINNESOTA 55305		
ATTORNEY DOCKET NUMBER:	78001		
NAME OF SUBMITTER:	Alan M. Anderson		
SIGNATURE:	/Alan M. Anderson/		
DATE SIGNED:	06/27/2023		
Total Attachments: 6			

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Assignment Agreement

This Assignment Agreement ("Assignment") is made and entered into as of March 31, 2023 (the "Effective Date"), by and between Free Spirit Publishing, Inc., a Minnesota Corporation ("Assignor"), and Teacher Created Materials, Inc., a California Corporation ("Assignee").

WHEREAS Assignor and Assignee have entered into an Asset Purchase Agreement dated as of March 31, 2023 (the "Agreement"), pursuant to which Assignor is selling to Assignee the In A Jar® assets more particularly described in the Agreement; and

WHEREAS, Assignor is the owner of certain intellectual property rights, including the trade names, logos, copyrights, service marks, trademarks, patents, patent applications, licenses, and goodwill associated with the In A Jar® assets (the "Intellectual Property"), including, but not limited to, three (3) United States Trademark Registrations relating to the In A Jar® assets, U.S. Trademark Registration Nos. 2,015,359, 2,943,772, and 3,343,599, copies of which are attached as Exhibit 1 to this Assignment; and

WHEREAS, Pursuant to the terms of the Agreement, Assignor desires to assign Assignor's right, title, and interest in the Intellectual Property to Assignee, including associated goodwill, and Assignee desires to accept the assignment and assume all of the obligations associated with the Intellectual Property.

NOW, THEREFORE, in consideration of the payment and delivery to Assignor of all monies to be paid and delivered to Assignor by Assignee pursuant to the terms of the Agreement, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of its right, title, and interest in and to the Intellectual Property, including any and all goodwill associated with the Intellectual Property and the trademark registrations relating to the In A Jar® assets, as of the Effective Date. The Assignor also transfers and assigns to Assignee all ancillary rights associated with the Intellectual Property, including the right to use the Intellectual Property in advertising and marketing, the right to sue for past or future infringement, and the right to license or transfer the Intellectual Property to others.
2. Assignor represents and warrants that it has good title and ownership of the Intellectual Property, including the three (3) U.S. trademark registrations relating to the In A Jar® assets, and has the legal right to transfer ownership of the Intellectual Property. Assignee represents and warrants that it has the ability to use and exploit the Intellectual Property, including the trademark registrations relating to the In A Jar® assets.
3. This Assignment shall inure to the benefit of, and be binding on, successors and assigns of the parties.
4. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one agreement.

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

ASSIGNOR:

Free Spirit Publishing, Inc.

By: Judy Galbraith
An authorized representative

ASSIGNEE:

Teacher Created Materials, Inc.

By: Louise Burton
An authorized representative

[Exhibit 1 follows]

EXHIBIT 1 to the Assignment Agreement

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

United States Patent and Trademark Office

Reg. No. 2,015,359

Registered Nov. 12, 1996

**TRADEMARK
PRINCIPAL REGISTER**

IN A JAR

STEIN, DEBORAH K. (UNITED STATES CITI-
ZEN), DBA HONOR PRESS
3208 WEST LAKE STREET, SUITE 412
MINNEAPOLIS, MN 55416

FIRST USE 1-10-1990; IN COMMERCE
1-10-1990.

OWNER OF U.S. REG. NO. 1,729,317.
SEC. 2(F).

FOR: PRINTED NOTES FEATURING FACTS,
MESSAGES, JOKES, QUOTATIONS, OR POSI-
TIVE STATEMENTS AND AFFIRMATIONS TO
ENHANCE MENTAL WELL BEING, IN CLASS
16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

SER. NO. 75-012,258, FILED 10-30-1995.

GEORGE POLOGEORGIS, EXAMINING AT-
TORNEY

Int. Cl.: 16

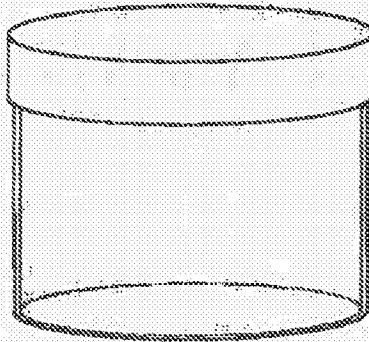
Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

Reg. No. 2,943,772

United States Patent and Trademark Office

Registered Apr. 26, 2005

TRADEMARK
PRINCIPAL REGISTER



ATTITUDE MATTERS, INC. (MINNESOTA CORPORATION)
SUITE 1
1005 WEST FRANKLIN AVENUE
MINNEAPOLIS, MN 55405

FOR: PRINTED MATERIAL, NAMELY, PAPER, RUBBER BANDS, AND TRANSPARENCIES FEATURING FACTS, MESSAGES, JOKES, QUOTATIONS, AND INFORMATIONAL STATEMENTS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 10-0-1989; IN COMMERCE 1-0-1990.

THE MARK CONSISTS OF A CYLINDER SHAPED CONTAINER CONTAINING PRINTED MATERIAL.

SEC. 2(F).

SER. NO. 78-349,983, FILED 1-9-2004.

JOHN LINCOSKI, EXAMINING ATTORNEY

Int. Cl.: 28

Prior U.S. Cls.: 22, 23, 38 and 50

Reg. No. 3,343,599

United States Patent and Trademark Office

Registered Nov. 27, 2007

TRADEMARK
PRINCIPAL REGISTER

IN A JAR

ATTITUDE MATTERS INC. (MINNESOTA CORPORATION)
SUITE 1
1005 WEST FRANKLIN AVENUE
MINNEAPOLIS, MN 55405

FOR: GAMES, NAMELY, CARD GAMES, BOARD GAMES; DICE; PUZZLES; TOYS, NAMELY, PLUSH TOYS, BATH TOYS, ACTION FIGURES; HOBBY CRAFT KITS COMPRISING FABRIC, BEADS, BUTTONS, MAGNETS, WOOD, WIRE, RUBBER STAMPS, INK PADS, AND STICKER LABELS; TOY BUILDING BLOCKS; SCALE MODEL AIRPLANES, CARS, TRAINS, BUILDINGS AND BOATS; ELECTRONIC LEARNING TOYS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 9-1-2000; IN COMMERCE 9-1-2000.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 2,015,359.

SEC. 2(F).

SER. NO. 77-144,089, FILED 3-29-2007.

GEOFFREY POSDICK, EXAMINING ATTORNEY