

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM824736

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/18/2019
RESUBMIT DOCUMENT ID:	900774968

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MATTEL, INC.		09/21/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Pixel Press Technology, LLC
Street Address:	317 N. 11th Street, Suite 500
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5244360	BLOXELS
Registration Number:	5244361	BLOXELS

CORRESPONDENCE DATA

Fax Number: 3146121301

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: 314-444-7600

Email: ipdept@lewisrice.com

Correspondent Name: Benjamin J. Siders

Address Line 1: 600 Washington Avenue, Suite 2500

Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Aleen Mitchell
SIGNATURE:	/Aleen Mitchell/
DATE SIGNED:	07/17/2023

Total Attachments: 3

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SUPPLEMENTAL TRADEMARK ASSIGNMENT

This Supplemental Trademark Assignment agreement ("**Assignment**") is entered into *nunc pro tunc* (now as if before) as of July 18, 2019 ("**Effective Date**"), between Pixel Press Technology, LLC ("**Pixel Press**"), and Mattel, Inc., ("**Mattel**").

WHEREAS, pursuant to the Royalty Agreement dated June 21, 2016, by and among Pixel Press and Mattel (the "**Royalty Agreement**," now terminated), grants to Pixel Press the post-termination right to have Mattel assign back to Pixel Press the existing Derivative Branding Assets; and

WHEREAS, Pixel Press and Mattel desire to memorialize Pixel Press's acquisition of whatever right, title and interest in, to and under the registered and common law trademarks that Mattel may now have in the existing Derivative Branding Assets.

FOR GOOD AND VALUABLE CONSIDERATION set forth in the Royalty Agreement, the receipt and sufficiency of which are hereby acknowledged, Pixel Press and Mattel hereby agree and confirm that:

1. Mattel hereby sells, assigns, and transfers to Pixel Press, its successors and assigns, whatever right, title, and interest in, to and under the existing Derivative Branding Assets that Mattel may now as of the Effective Date have in the existing Derivative Branding Assets, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, and any and all trademark and/or service mark rights related thereto, as set forth in the Royalty Agreement; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including without limitation the right to recover damages, for any past, present, or future infringement, misappropriation, dilution and/or other unauthorized use of the Derivative Branding Assets.

2. Mattel hereby agrees to execute, acknowledge, and deliver any and all further documents necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, to perfect whatever rights are assigned herein.

3. Mattel hereby authorizes and requests the U.S. Patents and Trademark Office and any corresponding entities or agencies in any applicable foreign countries, to record Pixel Press as the owner of whatever Derivative Branding Assets are assigned herein.

4. The omission from this Agreement of any assets subject to Pixel Press's right under the Royalty Agreement to have Mattel assign same to Pixel Press shall not be deemed or construed as a waiver or surrender of such rights, and Pixel Press reserves the right to be assigned other Existing Branding Assets or Derivative Branding Assets as defined under the Royalty Agreement.

5. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Royalty Agreement, the terms of the Royalty Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Royalty Agreement or any of the rights of Mattel or Pixel Press thereunder.

6. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE ARE EXPRESSLY DISCLAIMED BY MATTEL. THE EXISTING DERIVATIVE BRANDING ASSETS AND ALL RIGHTS RELATED THERETO THAT

ARE SOLD, CONVEYED, TRANSFERRED, ASSIGNED AND DELIVERED TO PIXEL PRESS HEREIN ARE "AS-IS" AND WITHOUT ANY EXPRESS OR IMPLIED, ORAL OR WRITTEN, WARRANTIES, GUARANTEES, CONDITIONS, COVENANTS OR REPRESENTATIONS BY MATTEL OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY ABOUT OR AS TO USE, VALIDITY, TITLE, OWNERSHIP, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE EXISTING DERIVATIVE BRANDING ASSETS ARE SUPERIOR TO THE COMMON LAW OR STATUTORY RIGHTS OF THIRD PARTIES. THERE IS NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE EXISTING DERIVATIVE BRANDING ASSETS WILL NOT BE CHALLENGED OR CONTESTED BY THIRD PARTIES OR WILL NOT BE REFUSED REGISTRATION OR RENEWAL IN ANY JURISDICTION.

IN WITNESS WHEREOF, the undersigned have caused this Supplemental Trademark Assignment to be duly executed.

MATTEL, INC.

By: 

Name: MICHAEL MOORE

Title: ASSISTANT SECRETARY

PIXEL PRESS TECHNOLOGY, LLC

By: 

Name: Robert Bennet

Title: CEO

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS

U.S. Registered Marks

<u>Mark (classes)</u>	<u>U.S. Reg. No. (reg. date)</u>
BLOXELS (class 9)	5,244,360 (July 18, 2017)
BLOXELS (class 28)	5,244,361 (July 18, 2017)

Foreign Registered Marks

<u>Mark (classes)</u>	<u>Country</u>	<u>Reg. No. (reg. date)</u>
BLOXELS (classes 9 and 28)	JP	6018364 (January 17, 2017)
BLOXELS (class 28)	MX	0119851846608 (January 26, 2017)
BLOXELS (class 9)	MX	0119851846607 (January 26, 2017)
BLOXELS (classes 9 and 28)	CA	TMA1052548 (January 24, 2017)
BLOXELS (classes 9 and 28)	AU	1819627 (January 10, 2017)
BLOXELS (classes 9, 28, and 41)	EM	016229395 (January 6, 2017)
BLOXELS (class 9)	BR	912141441 (August 7, 2018)
BLOXELS (class 28)	BR	912141468 (August 7, 2018)
BLOXELS (class 9)	CN	22560257 (February 14, 2018)
BLOXELS (class 28)	CN	22560258 (February 14, 2018)
BLOXELS (classes 9 and 28)	RU	637618 (December 1, 2017)