

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837896

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Green Sprouts, Inc.		08/16/2023	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	O2COOL, LLC		
Street Address:	300 South Riverside Plaza		
Internal Address:	Suite 2300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3441687	GREEN SPROUTS	
Registration Number:	3660564	GREEN SPROUTS	
Registration Number:	3668906	GREEN SPROUTS	
Registration Number:	3668907	GREEN SPROUTS	
Registration Number:	3679042	GREEN SPROUTS	
Registration Number:	3775906	GREEN SPROUTS	
Registration Number:	3775907	GREEN SPROUTS	
Registration Number:	3946881	I PLAY.	
Registration Number:	3785875		
Registration Number:	3791094		
Registration Number:	3791095		
Registration Number:	3791097		
Registration Number:	3791098		
Registration Number:	3791100		
Registration Number:	3796834	GREEN SPROUTS	
Registration Number:	3832671		
Registration Number:	3927011	SPROUT WARE	
Registration Number:	3950198	SPROUT WARE	

CH \$815.00 3441687

Property Type	Number	Word Mark
Registration Number:	4382229	
Registration Number:	4382234	I PLAY.
Registration Number:	6486416	GROW HEALTHY. GROW HAPPY.
Registration Number:	6075179	GROW HEALTHY. GROW HAPPY.
Registration Number:	6153434	GROW HEALTHY. GROW HAPPY.
Registration Number:	5230865	GROW HEALTHY
Registration Number:	5735237	NURSE & NOURISH
Registration Number:	5747205	RADIANT BABY
Registration Number:	5735238	BLISSFUL BELLY
Registration Number:	5735325	SNAP & GO
Registration Number:	5576295	GROW HEALTHY. GROW HAPPY.
Registration Number:	7009602	GREEN SPROUTS
Registration Number:	7009603	GREEN SPROUTS
Registration Number:	7009605	GREEN SPROUTS

CORRESPONDENCE DATA

Fax Number: 3146673633
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: 314-552-6380
Email: ipdocket@thompsoncoburn.com
Correspondent Name: Hadi Al-Shathir
Address Line 1: Thompson Coburn LLP
Address Line 2: One US Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	58607-230983
NAME OF SUBMITTER:	Hadi Al-Shathir
SIGNATURE:	/Hadi Al-Shathir/
DATE SIGNED:	09/08/2023

Total Attachments: 24

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is made and entered into as of August 16, 2023 between Green Sprouts, Inc., a North Carolina corporation (“Assignor”), and O2COOL, LLC, d/b/a O2C Brands, a Delaware limited liability company (“Assignee”). Assignor and Assignee are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, this Assignment is being executed and delivered in connection with that certain Asset Purchase Agreement dated August 16, 2023 (“Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all right, title and interest in and to the Seller Intellectual Property (as defined in the Purchase Agreement), including but not limited to the trademarks and applications and registrations therefor identified on the attached Schedule A and the goodwill of the business symbolized by the aforesaid trademarks, and the business of Assignor to which the aforesaid trademarks pertain, which business is ongoing and existing, effective as of the Effective Date.

NOW THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and in accordance with the terms and conditions set forth in the Purchase Agreement, the Parties agree as follows:

1. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns all of Assignor’s right, title and interest in and to the trademarks and applications and registrations therefor included in the Seller Intellectual Property, including without limitation those listed on the attached Schedule A, together with the goodwill associated with the trademarks and symbolized thereby, including all claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement or dilution of any of the trademarks and all income, royalties or payments due or payable as of the Effective Date or thereafter in respect of any of the foregoing.

2. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

3. Further Assurances. Assignor shall execute any further documents or instruments, and take further actions, as reasonably requested by Assignee and necessary to confirm, record or otherwise carry out the purposes or intent of this Assignment.

4. Recordation. Assignor authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and any other similar Governmental Authority in countries foreign to the United States to record Assignee as the assignee and owner of the aforesaid trademarks, and to issue any and all trademark registrations thereon to Assignee.

5. Counterparts. This Assignment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures were upon the same

instrument. Signatures to this Assignment transmitted by electronic facsimile, electronic mail in Portable Document Format or by any other electronic means will be deemed to be the delivery of an original counterpart of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first written above.

ASSIGNOR:

GREEN SPROUTS, INC.

DocuSigned by:
Becky B. Cannon
By: 622937867571421...
Name: Becky B. Cannon
Title: President

ASSIGNEE:

**O2COOL, LLC
D/B/A O2C BRANDS**

By: _____
Name: Eric Lockwood
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first written above.

ASSIGNOR:

GREEN SPROUTS, INC.

By: _____

Name: Becky B. Cannon

Title: President

ASSIGNEE:

**O2COOL, LLC
D/B/A O2C BRANDS**

DocuSigned by:

Eric Lockwood

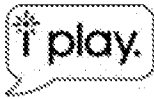

By: _____
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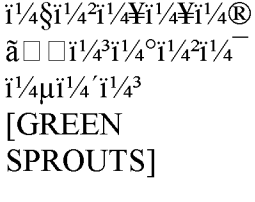
Name: Eric Lockwood

Title: Chief Executive Officer

Schedule A



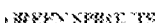

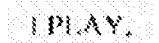


No.	Trademark	Country/ App. No./ Reg. No.
1	I PLAY.	Brazil/9098 49579
2	I PLAY.	Brazil/9098 49676
3	I PLAY.	Brazil/9098 49773
4	I PLAY.	Brazil/9098 49889
5	I PLAY.	Brazil/9098 49927
6	I PLAY.	Brazil/9098 50038
7	I PLAY.	Brazil/9098 50089
8	GREEN SPROUTS	Brazil/9098 55625
9	GREEN SPROUTS	Brazil/9098 55650
10	GREEN SPROUTS	Brazil/9098 55684
11	GREEN SPROUTS	Brazil/9098 55781
12	GREEN SPROUTS	Brazil/9098 55870
13	GREEN SPROUTS	Brazil/9098 55943
14	GREEN SPROUTS	Brazil/9098 55994
15	GREEN SPROUTS	Brazil/9098 56044
16	GREEN SPROUTS	Brazil/5016 61591
17	GREEN SPROUTS	Canada/AN: 163829500, RN: TMA96323 5






No.	Trademark	Country/ App. No./ Reg. No.
18	I PLAY.	Canada/AN: 174775600, RN: TMA99507 3
19	I PLAY. 	Canada/AN: 174775700, RN: TMA98987 9
20		Canada/AN: 174775800, RN: TMA10116 34
21	GREEN SPROUTS	Canada/218 640700
22	GREEN SPROUTS	Gibraltar/16 61591
23	GREEN SPROUTS <small>GREEN SPROUTS</small>	Israel/AN: 280686, RN: 280686
24	I PLAY. I PLAY.	Israel/AN: 281088, RN: 281088
25	GREEN SPROUTS <small>GREEN SPROUTS</small>	Israel/AN: 352202, RN: 352202
26	い¼§い¼²い¼¥い¼® ã □ □い¼³い¼°い¼²い¼ ⁻ い¼µい¼³ [GREEN SPROUTS] <small>GREEN SPROUTS</small>	Japan/AN: 2022357424 , RN: 1661591
27	い¼©い¼°い¼-い¼じ¼¹ い¼□ [IPLAY.] I PLAY.	Japan/AN: 2016351843 , RN: 1288384
28	い¼©い¼°い¼-い¼じ¼¹ い¼□ [IPLAY.] I PLAY.	Japan/AN: 2016- 351843, RN: 1288384

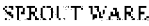

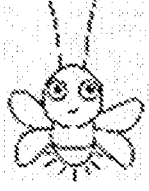
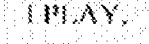
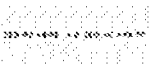
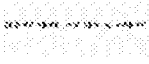
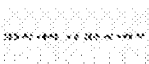
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29		Japan/AN: 2022- 357424, RN: 1661591
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31	GREEN SPROUTS	Mexico/AN: 1692301, RN: 1708045
32	GREEN SPROUTS	Mexico/AN: 1692302, RN: 1708046
33	GREEN SPROUTS	Mexico/AN: 1692303, RN: 1708047
34	GREEN SPROUTS	Mexico/AN: 1692304, RN: 1708048
35	GREEN SPROUTS	Mexico/AN: 1692305, RN: 1839000
36	GREEN SPROUTS	Mexico/AN: 1692306, RN: 1866122
37	GREEN SPROUTS	Mexico/AN: 1692307, RN: 1708049
38	GREEN SPROUTS	Mexico/AN: 1692308, RN: 1849084





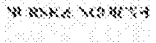
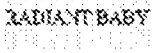
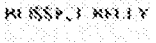
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40	GREEN SPROUTS	Mexico/AN: 1692310, RN: 1728831
41	I PLAY.	Mexico/AN: 1696234, RN: 1702348
42	I PLAY.	Mexico/AN: 1696235, RN: 1802407
43	I PLAY.	Mexico/169 6236
44	I PLAY.	Mexico/AN: 1696237, RN: 1802408
45	I PLAY.	Mexico/AN: 1696238, RN: 1702349
46	I PLAY.	Mexico/AN: 1696239, RN: 1802409
47	I PLAY.	Mexico/AN: 1696240, RN: 1897261
48	I PLAY.	Mexico/AN: 1696241, RN: 1702350
49	GREEN SPROUTS	Mexico/AN: 2757719, RN: 2491943

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50	GREEN SPROUTS	Mexico/AN: 2757716, RN: 2491940
51	GREEN SPROUTS	Mexico/AN: 2757717, RN: 2491941
52	GREEN SPROUTS	Mexico/AN: 2757718, RN: 2491942
53	GREEN SPROUTS	United Kingdom/A N: UK0080127 0563, RN: UK0080127 0563
54	I PLAY.	United Kingdom/A N: UK0080128 0634, RN: UK0080128 0634
55	GREEN SPROUTS <small>GREEN SPROUTS</small>	US (USPTO)/A N: 77101252, RN: 3441687
56	GREEN SPROUTS <small>GREEN SPROUTS</small>	US (USPTO)/A N: 77645878, RN: 3660564
57	GREEN SPROUTS <small>GREEN SPROUTS</small>	US (USPTO)/A N: 77645758,

No.	Trademark	Country/ App. No./ Reg. No.
		RN: 3668906
58	GREEN SPROUTS 	US (USPTO)/A N: 77645797, RN: 3668907
59	GREEN SPROUTS 	US (USPTO)/A N: 77645819, RN: 3679042
60	GREEN SPROUTS 	US (USPTO)/A N: 77645459, RN: 3775906
61	GREEN SPROUTS 	US (USPTO)/A N: 77645466, RN: 3775907
62	I PLAY. 	US (USPTO)/A N: 78791467, RN: 3946881
63		US (USPTO)/A N: 77668951, RN: 3785875
64		US (USPTO)/A N: 77668964,

No.	Trademark	Country/ App. No./ Reg. No.
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65		US (USPTO)/A N: 77668990, RN: 3791095
66		US (USPTO)/A N: 77669036, RN: 3791097
67		US (USPTO)/A N: 77669046, RN: 3791098
68		US (USPTO)/A N: 77669104, RN: 3791100
69	GREEN SPROUTS	US (USPTO)/A N: 77645440, RN: 3796834
70		US (USPTO)/A N: 77669000, RN: 3832671
71	SPROUT WARE SPROUT WARE	US (USPTO)/A N: 85026027,

No.	Trademark	Country/ App. No./ Reg. No.
		RN: 3927011
72	SPROUT WARE 	US (USPTO)/A N: 85026022, RN: 3950198
73		US (USPTO)/A N: 85637479, RN: 4382229
74		US (USPTO)/A N: 85637998, RN: 4275283
75	I PLAY. 	US (USPTO)/A N: 85638025, RN: 4382234
76	GROW HEALTHY. GROW HAPPY. 	US (USPTO)/A N: 86816622, RN: 6486416
77	GROW HEALTHY. GROW HAPPY. 	US (USPTO)/A N: 86816637, RN: 6075179
78	GROW HEALTHY. GROW HAPPY. 	US (USPTO)/A N: 86816649,

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79	GROW HEALTHY 	US (USPTO)/A N: 87042077, RN: 5118528
80	GROW HEALTHY 	US (USPTO)/A N: 87042085, RN: 5118529
81	GROW HEALTHY 	US (USPTO)/A N: 87042102, RN: 5118531
82	GROW HEALTHY 	US (USPTO)/A N: 87042109, RN: 5230865
83	NURSE & NOURISH 	US (USPTO)/A N: 87897435, RN: 5735237
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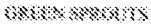

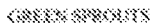
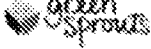

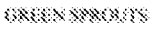

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		RN: 5735238
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87	GROW HEALTHY. GROW HAPPY. <small>©2017 BUNZEL BROS. CO.</small>	US (USPTO)/A N: 86984061, RN: 5576295
88	GREEN SPROUTS <small>GREENSPROUTS</small>	US (USPTO)/A N: 97099657, RN: 7009602
89	GREEN SPROUTS <small>GREENSPROUTS</small>	US (USPTO)/A N: 97099767, RN: 7009603
90	GREEN SPROUTS <small>GREENSPROUTS</small>	US (USPTO)/A N: 97099902, RN: 7009605
91	GREEN SPROUTS	WIPO/1270 563
92	GREEN SPROUTS	WIPO/1277 058
93	I PLAY.	WIPO/1279 438
94	I PLAY.	WIPO/1280 634
95	I PLAY.	WIPO/1288 384

No.	Trademark	Country/ App. No./ Reg. No.
96	GREEN SPROUTS	WIPO/1661 591
97	ǎ°□ç»¿è□½ [Xiao lu ya] 小绿芽	China/2629 9792-8
98	ç□±è´□è□¾ [Ai bei lei] 爱贝蕾	China/2153 9169-24
99	ǎ°□ç»¿è□½ [Xiao lu ya] 小绿芽	China/1945 5217-24
100		China/2173 3518-28
101		China/1945 5233-18
102	è´□è□¾ç□±;BEI LEIAI [Bei lei ai;BEILEIAI] <i>Beileiai</i>	China/1502 9769-25
103	GREENSPROUTS 	China/1945 5239-21
104	ǎ°□ç»¿è□½ [Xiao lu ya] 小绿芽	China/2173 3516-28
105	GREENSPROUTS 	China/1945 5214-8
106	IPLAY I PLAY	China/2153 9164-18

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107	I PLAY 	China/2173 3514-9
108	I PLAY 	China/2173 3513-16
109	IPLAY I PLAY.	China/2153 9162-24
110		China/1945 5231-24
111	I PLAY I PLAY.	China/2153 9167-5
112	GREENSPROUTS <small>GREEN SPROUTS</small>	China/1945 5229-5
113	ç±è'è¼ [Ai bei lei] 爱贝蕾	China/2153 9172-16
114	â°ç»è½ [Xiao lu ya] 小绿芽	China/1945 5222-5
115	I PLAY I PLAY.	China/2153 9166-9
116	GREENSPROUTS 	China/1945 5215-5
117		China/2173 3505-18
118		China/2173 3506-16

No.	Trademark	Country/ App. No./ Reg. No.
119	GREENSPROUTS 	China/2317 3186-21
120	ǎ°□ç»¿è□½ [Xiao lu ya] 小绿芽	China/2629 9791-18
121	ç□±è'□è□¾ [Ai bei lei] 爱贝蕾	China/2153 9174-5
122		China/2173 3502-25
123	I PLAY 	China/2173 3511-20
124	GREEN SPROUTS 	China/2503 2600-21
125		China/2173 3504-20
126		China/1945 5235-8
127		China/2173 3508-5
128	GREENSPROUTS	China/1883 1093-21


No.	Trademark	Country/ App. No./ Reg. No.
		
129	IPLAY 	China/8224 705-20
130	I PLAY I PLAY.	China/2153 9165-16
131	ǎ° □ ç»¿ è □ ½ [Xiao lu ya] 小绿芽	China/1945 5218-21
132	GREENSPROUTS <small>GREEN SPROUTS</small>	China/1945 5226-18
133	GREEN SPROUTS <small>GREEN SPROUTS</small>	China/1945 5225-21
134	I PLAY I PLAY.	China/2153 9163-20
135	IPLAY 	China/2173 3512-18
136	GREENSPROUTS <small>GREEN SPROUTS</small>	China/2173 3517-28
137	ǎ° □ ç»¿ è □ ½ [Xiao lu ya] 小绿芽	China/2629 9789-24
138	GREENSPROUTS 	China/1549 2113-21

No.	Trademark	Country/ App. No./ Reg. No.
139		China/2173 3507-9
140	GREENSPROUTS 	China/1945 5238-24
141		China/1945 5232-21
142	GREENSPROUTS 	China/2503 2599-21
143	ǎ°□ç»¿è□½ [Xiao lu ya] 小绿芽	China/1945 5221-8
144	GREENSPROUTS 	China/1945 5223-25
145	GREENSPROUTS 	China/1945 5240-18
146	GREENSPROUTS 	China/1945 5224-24
147	GREENSPROUTS 	China/1945 5241-10
148	GREENSPOUTS Greenspouts	China/2539 5269-21
149	IPLAY 	China/8224 378-24
150	GREENSPROUTS 	China/1945 5228-8
151		China/1945 5230-25

No.	Trademark	Country/ App. No./ Reg. No.
132		China/2173 3503-24
133	I PLAY 	China/2173 3509-25
134	ç±è'è¼ [Ai bei lei] 爱贝蕾	China/2153 9173-9
135	I PLAY 	China/2173 3515-5
136		China/1945 5236-5
137	ã°ç»è½ [Xiao lu ya] 小绿芽	China/1945 5216-25
138	IPLAY 	China/8224 336-16
139	GREENSPROUTS 	China/2173 3519-28
140		China/1945 5234-10
141	ç±è'è¼ [Ai bei lei] 爱贝蕾	China/2153 9171-18
142	GREENSPROUTS 	China/1945 5237-25

No.	Trademark	Country/ App. No./ Reg. No.
143	GREENSPROUTS 	China/8155 094-25
144	ç±è'è¼ [Ai bei lei] 爱贝蕾	China/2153 9168-25
145	â°ç»è½ [Xiao lu ya] 小绿芽	China/1945 5220-10
146	GREENSPROUTS <small>GREEN SPROUTS</small>	China/1945 5227-10
147	â°ç»è½ [Xiao lu ya] 小绿芽	China/2629 9793-5
148	â°ç»è½ [Xiao lu ya] 小绿芽	China/1687 6145-8
149	IPLAY 	China/8224 459-25
150	IPLAY 	China/2173 3510-24
151	ç±è'è¼ [Ai bei lei] 爱贝蕾	China/2153 9170-20
152	â°ç»è½ [Xiao lu ya] 小绿芽	China/2629 9790-21
153	I PLAY	China/3041 6178-20

No.	Trademark	Country/ App. No./ Reg. No.
154	I PLAY 	China/3041 6179-16
155	I PLAY 	China/3041 6181-5
156	I PLAY I PLAY.	China/3041 6176-9
157	I PLAY 	China/3041 6180-9
158	ǎ°ǎ»ǎèǎ½ [Xiao lu ya] 小绿芽	China/3300 6725-21
159	ǎ°ǎ»ǎèǎ½ [Xiao lu ya]	China/4124 0145-21
160	I PLAY 	China/4148 0844-25
161	ǎ°ǎ»ǎèǎ½ [Xiao lu ya] 小绿芽	China/4921 5353-24
162	ǎ°ǎ»ǎèǎ½ [Xiao lu ya] 小绿芽	China/4922 4552-9
163	ǎ°ǎ»ǎèǎ½ [Xiao lu ya]	China/4921 0816-25

No.	Trademark	Country/ App. No./ Reg. No.
	小綠芽	
164	GREEN SPROUTS GREEN SPROUTS	China/4921 0789-9
165	GREEN SPROUTS GREEN SPROUTS	China/4922 0316-25
166	GREEN SPROUTS GREEN SPROUTS	China/4921 9216-24
167	ǎ° □ ç»¼ è □ ½ [Xiao lu ya] 小綠芽	China/3802 0244-25
168	green sprouts	Australia/16 03139
169	GREEN SPROUTS GROW HEALTHY GROW HAPPY 	Australia/16 03140
170	GREEN SPROUTS	Brazil/9098 55579
171	GREEN SPROUTS	Brazil/9098 55820
172	GREEN SPROUTS	Brazil/9098 5607928
173	GREEN SPROUTS GREEN SPROUTS	Republic of Korea/AN: 4020150081 187, RN: 4012742280 000
174	green sprouts	Republic of Korea/AN:

No.	Trademark	Country/ App. No./ Reg. No.
		4020180069 844, RN: 4014965970 000
175	green sprouts 	Republic of Korea/AN: 4020190017 234, RN: 4015256990 000
176	I PLAY., INC 	Mexico/209 3385
177	I PLAY., INC 	Mexico/215 6585
178	I PLAY., INC 	Mexico/215 6586
179	I PLAY., INC 	Mexico/215 6588
180	I PLAY., INC 	Mexico/215 6633
181	I PLAY 	Italy/AN: 3020149022 67568, RN: 0001630216
182	<p> $\frac{1}{2}$ ◻ \tilde{a} ◻ ◻ $\frac{1}{2}$ ◻ $\frac{1}{2}$ ◻ i $\frac{1}{2}$ ◻ i ◻ $\frac{1}{2}$ ◻ $\frac{1}{4}$ ◻ \tilde{a} ◻ ◻ i $\frac{1}{2}$ ◻ i ◻ $\frac{1}{2}$ ◻ \tilde{a} ◻ ◻ i ◻ i $\frac{1}{2}$ ◻ i ◻ $\frac{1}{2}$ ◻ $\frac{1}{2}$ ◻ \tilde{a} ◻ ◻ i ◻ $\frac{1}{2}$ ◻ i ◻ $\frac{1}{2}$ ◻ i $\frac{1}{2}$ ◻ i ◻ $\frac{1}{2}$ ◻ i ◻ $\frac{1}{2}$ ◻ </p> <p>[I play. by green sprouts]</p>	Japan/AN: 2020048098 , RN: 2020048098