

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forrest-Pruzan Creative, LLC		10/01/2010	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Sock Jungle Ventures, LLC		
Street Address:	1100 Denny Way		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98109		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85099478	SOCK JUNGLE	
Serial Number:	85099463	SOCK JUNGLE	
CORRESPONDENCE DATA			
Fax Number:	(206)407-3295		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-774-9820		
Email:	blewis@rosenlewis.com		
Correspondent Name:	Brian Lewis		
Address Line 1:	615 2ND AVE STE 760		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Brian E. Lewis		
Signature:	/brian e. lewis/		
Date:	11/01/2010		

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Total Attachments: 3

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the “**Agreement**”), dated and effective as of October 1, 2010, is made and entered into by and between, on the one hand, Forrest-Pruzan Creative, LLC, a Washington limited liability company with principal offices at 1100 Denny Way, Seattle, Washington 98109 (“**Seller**”); and, on the other hand, Sock Jungle Ventures, LLC a Washington limited liability company with principal offices at 1100 Denny Way, Seattle, Washington 98109 (“**Buyer**”).

RECITALS

WHEREAS, Seller developed the SOCK JUNGLE brand including related product lines and associated good will specifically including the First Application (defined below) and Second Application (defined below) (collectively the “**Trademark**”).

WHEREAS, Seller filed trademark application serial number 85099478 for the mark SOCK JUNGLE on or about August 3, 2010 with the US Patent and Trademark Office for the Trademark in international class 16 in association with: Book marks; Cards, namely, greeting cards and note cards.; Children's activity books; Children's books; Children's storybooks; Children's arts and crafts paper kits; Color pencils; Coloring books; Coloured pens; Crossword puzzles; Extensions and attachments for pencils; Gift bags; Gift cards; Gift wrap paper; Graphic novels; Greetings cards and postcards; Modeling clay for children; Note books; Note cards; Note pads; Novels; Party goodie bags of paper or plastic; Pen and pencil cases and boxes; Pencils; Pens; Rubber erasers; Rubber stamp; Stationery; Sticker albums; Stickers; Temporary tattoos; Trading cards (“**First Application**”);

WHEREAS, Seller filed trademark application serial number 85099463 for the mark SOCK JUNGLE on or about August 3, 2010 with the US Patent and Trademark Office for the Trademark in international class 16 in association with: Action figures; Board games; Card games; Dice games; Equipment sold as a unit for playing board games; Equipment sold as a unit for playing card games; Jigsaw and manipulative puzzles; Kites; Memory games; Parlor games; Party games; Plush dolls; Plush toys; Positionable three dimensional toys for use in games; Positionable toy figures; Puzzle games; Puzzles; Stuffed and plush toys; Stuffed toy animals; Stuffed toys; Trading card games (“**Second Application**”);

WHEREAS, Buyer is well positioned to exploit the Trademark; and

WHEREAS, Seller wishes to sell the Trademark to Buyer and Buyer wish to purchase the Trademark product from Seller;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree as follows:

1) Transfer of Rights

1.1 Assignment. For Ten Dollars (\$10.00US) and other good and valuable consideration to it paid, the receipt of and sufficiency of which is hereby acknowledged, Seller hereby assigns to Buyer all right, title and interest in and to: (i) the Trademark as it currently exists; (ii) any and all good will associated with the Trademark; (iii) all product designs, packaging designs, treatments, styles, trade dress, mock-ups, concepts, and marketing materials associated principally with the Trademark (“**Trademark Materials**”). Such assignments include, without limitation, the following:

- (a) All copyrights that Seller may possess or acquire in the Trademark Materials and all copyrights and equivalent rights in Trademark Materials throughout the world, including all renewals and extensions of such rights that may be secured under the laws now or hereafter in force and effect in the United States of America or in any other country or countries;
- (b) All rights in and to any inventions, ideas, designs, concepts, techniques, discoveries, or improvements, whether or not patentable, embodied in Trademark Materials or developed in the course of Seller’s creation of the Trademark Materials, including but not limited to all trade secrets, utility and design patent rights and equivalent rights in and to such inventions and designs throughout the world regardless of whether or not legal protection for the Trademark Materials is sought;
- (c) The right to prepare derivative works arising from or related to the Trademark Materials with exclusive rights to authorize others to do the same;
- (d) Copies of any documents, magnetically or optically encoded media, or other materials created by Seller under this Agreement; and
- (e) The right to sue for infringements of the Trademark Materials which may occur before the date of this Agreement, and to collect and retain damages from any such infringements.

1.2 Assignment/Waiver of Moral Rights. Seller hereby irrevocably transfers and assigns to Buyer any and all “moral rights” that Seller may have in the Trademark Materials. Seller also hereby forever waives and agrees never to assert any and all “moral rights” it may have in the Trademark Materials even after termination of this Agreement.


1.3 Assistance. Seller shall execute and deliver such instruments and take such other action as may be requested by Buyer to perfect or protect Buyer’s rights in the Trademark Materials and to carry out the assignments effected by this Section 1, and assist Buyer and its nominees in every proper way to secure, maintain, protect and defend for Buyer’s own benefit all such rights in the Trademark Materials in any and all countries. Seller shall cooperate with Buyer in the filing and prosecution of any copyright or patent applications that Buyer may elect to file on the Trademark Materials or inventions and designs relating to the Trademark Materials.

- 2) **Representations and Warranties.** Each party warrants and represents that: it has the necessary power and authority to enter into and be bound by this Agreement; and. Seller further warrants and represents that: (i) the Trademark and Trademark Materials are the original creation of Seller; (ii) Seller owns the Trademark and the Trademark Materials free and clear of all liens, claims and encumbrances of every nature and description; and (iii) Seller has not granted any third party any right to use, exploit, own, or economically participate in the use of the Trademark or the Trademark Materials.
- 3) **No Amendment.** This Assignment and Assumption shall not alter, modify or amend the terms of any contract assigned under this Assignment and Assumption.
- 4) **Binding Effect.** This Agreement will be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns.
- 5) **Governing Law.** This Assignment and Assumption shall be governed by and interpreted according to the laws of the State of Washington.
- 6) **Counterparts.** This Agreement may be signed in two or more counterparts, each of which shall be an original but which together shall constitute a single instrument.

IN WITNESS WHEREFOR, the parties have executed this Agreement effective as of the date first written above.

Seller:


Forrest-Pruzan Creative, LLC



Alan Pruzan, Member

Buyer:

Sock Jungle Ventures, LLC



Alan Pruzan, Member