

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kimberly Thompson		04/18/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Miximals & Co, LLC		
Street Address:	100 Garfield Street		
City:	Watertown		
State/Country:	MASSACHUSETTS		
Postal Code:	02472		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3400996	MIXIMALS	
CORRESPONDENCE DATA			
Fax Number:	6173008704		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5083675288		
Email:	shannon@newleaflegal.com		
Correspondent Name:	Shannon Sadowski		
Address Line 1:	649 Mass Ave		
Address Line 2:	Suite 6		
Address Line 4:	Cambridge, MASSACHUSETTS 02139		
NAME OF SUBMITTER:	Shannon Jamieson Sadowski		
SIGNATURE:	/s/Shannon Jamieson Sadowski		
DATE SIGNED:	04/25/2014		
Total Attachments: 1			
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AGREEMENT ON ASSET TRANSFER

This Agreement ("AGREEMENT"), is made as of this 18th day of the month of April, 2014, is intended to serve as a written confirmation of a transfer of trademark ownership which occurred upon the formation of Transferor's company (aka the Transferee), by and between Miximals & Co, LLC, a Massachusetts limited liability company located at 100 Garfield Street, Watertown, MA 02472 (hereinafter referred to as "Transferee") and Kimberly Thompson, an individual residing at 100 Garfield Street, Watertown, MA 02472 (hereinafter referred to as "Transferor", collectively the "Parties"), a full, unconditional and outright transfer to Transferee of all of Transferor's right, title and interest in all intellectual and tangible physical listed in **Schedule A** (the "Assets").

WHEREAS, Transferor formed Miximals & Co., LLC on February 28th, 2011; and

WEHEREAS, Transferee acquired all of Transferor's business assets upon formation, including those assets listed in **Schedule A**;

THEREFORE, the Parties agree to transfer the Assets under the following Terms and Conditions:

ARTICLE 1: OBJECT OF TRANSFER

1.1 All assets owned by Transferor that are listed in **Schedule A**. The Assets are described to make them reasonably identifiable, but such descriptions shall also include all physical property elements, intellectual property elements, and derivatives thereof, reasonably related to such listed asset. All physical and digital copies of any intellectual property shall be also transferred to Transferee.

ARTICLE 2: PRICE AND PAYMENT TIME

2.1 In consideration of the Assets, Transferee shall pay to Transferor one dollar (\$1.00) upon execution of this Agreement. The Parties acknowledge and agree this is fair and adequate consideration for the Assets and that it was the intention of both Parties that Transferee hold all Transferor's assets listed in Schedule A.

2.2 Effective upon execution of this Agreement, Transferor hereby sells and transfers and the Transferee hereby purchases all of Transferor and its applicable affiliates' right, title and interest in the Assets.

ARTICLE 3: WARRANTIES

3.1 At the time of the transfer of the Assets, Transferor shall transfer to Transferee all the documents associated with the Assets, including any registration documents, ownership documents, titles, contracts any and all parties with which it has contracted for use of the Assets, including any distribution and/or licensing Agreement, and that this transfer is

permissible under any such agreements. Any liability arising from such agreements as a result of this transfer shall be borne by Transferor.

- 3.2 Until the time of the transfer set forth in Article 4, Transferor shall be obligated to preserve, with equal care given to its own assets, the Assets in the same condition as inspected by Transferee, as applicable.
- 3.3 Each Party shall do whatever is reasonably necessary to give full effect to this Agreement.

ARTICLE 4: DELIVERY TIME OF ASSETS

- 4.1 Transferor shall deliver the Assets on the date of the execution of this Agreement.

ARTICLE 5: UNCONDITIONAL TRANSFER

- 5.1 Upon delivery, Transferor shall have no further rights, title or interest in any of the Assets. Transferor acknowledges and agrees that this transfer is unconditional and irrevocable.

ARTICLE 6: TERMINATION OF AGREEMENT

- 6.1 This Agreement may be terminated by mutual consent of the parties or upon a unilateral breach of this Agreement.

ARTICLE 7: AMENDMENT

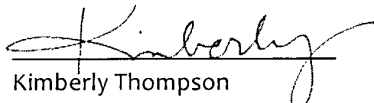
- 7.1 This Agreement may be amended in part or in whole by mutual written consent, and such amendment shall be effective from the day immediately following the date of amendment.

ARTICLE 8: MISCELLANEOUS

- 8.1 Entire Agreement. This Agreement (including the Schedules constituting a part of this Agreement) and any other writing signed by the parties that specifically references this Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.
- 8.2 Assignability. This Agreement may not be assigned or transferred by the Transferor without the prior consent of the Transferee.


- 8.3 Extension of Rights. All rights and obligations incurred hereunder by the Transferee shall extend to and be binding upon their respective subsidiaries and related entities.
- 8.4 Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.
- 8.5 Governing Law. This Agreement shall be construed in accordance with and governed by the substantive internal laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first above written.



Kimberly Thompson
Individual

_____ 4/18/2014 _____
Date



Kimberly Thompson
As Authorized Agent for
Miximals & Co., LLC

_____ 4/18/2014 _____
Date

Transfer Asset Schedule
Schedule A

Name	Descrip.	Reg., Serial or Claim #
Miximals	Trademark (Word Mark, Standard Characters)	Reg #: 3400996