TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM327580

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clever Hans LLC		03/31/2014	COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Wild About Music, Inc.	
Doing Business As:	Wild About Music, Inc. DBA Toy Joy	
Street Address:	P.O. Box 1445	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78767	
Entity Type:	CORPORATION: TEXAS	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77809609	TOY JOY
Registration Number:	3771001	TOY JOY

CORRESPONDENCE DATA

Fax Number: 5127088600

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: 5127841046

Email: fred@wildaboutmusic.com

Correspondent Name: Fred Schmidt Address Line 1: P.O. Box 1445

Address Line 4: Austin, TEXAS 78767

ATTORNEY DOCKET NUMBER:	TOY JOY TM 3771001
NAME OF SUBMITTER:	Fred Schmidt
SIGNATURE:	/fred schmidt/
DATE SIGNED:	12/30/2014

Total Attachments: 3

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> TRADEMARK REEL: 005432 FRAME: 0119

BILL OF SALE

STATE OF TEXAS

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COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT Wells Fargo Bank, N.A. ("Seller"), legal owner and holder of that certain U.S. Small Business Administration Note, dated September 25, 2008, in the original principal amount of \$919,200.00, as same may have been modified by agreement (the "Note"), secured by that certain Commercial Security Agreement, dated on even date therewith (the "Security Agreement"), in exercise of its rights and remedies under the Security Agreement and section 9.610 of the Texas Business & Commerce Code, and for and in consideration of the amount of ONE HUNDRED TWO THOUSAND AND NO/100 DOLLARS (\$102,000.00), in cash or certified funds, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the terms and provisions hereinafter set forth and described, has SOLD, GRANTED, TRANSFERRED, CONVEYED AND ASSIGNED, and by these presents does hereby SELL, GRANT, TRANSFER, CONVEY AND ASSIGN, unto Wild About Music, Inc. ("Purchaser"), all right, title and interest of Seller in and to all the assets that secured the Security Agreement and that were foreclosed upon by Seller, being all the assets of Clever Hans LLC, including but not limited to the inventory, chattel paper, accounts, equipment, general intangibles and fixtures, including all of Clever Hans LLC's rights to the trademarks and other intellectual property, including but not limited to the "Toy Joy" trademark, Registration No. 3771001, and the domain name "TOYJOY.COM" and other personal property listed on Exhibit A, attached hereto and incorporated herein by reference (the "Collateral").

TO HAVE AND TO HOLD, all and singular, the Collateral, unto Purchaser and Purchaser's successors and assigns forever, and to warrant and forever defend all and singular the said Collateral to Purchaser and its heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

THIS CONVEYANCE BY SELLER IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND PURCHASER ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, NO WARRANTY OR REPRESENTATION IS MADE AS TO THE CONDITION OF THE COLLATERAL, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE COLLATERAL. Purchaser acknowledges by its acceptance hereof that Purchaser is relying solely on Purchaser's own inspection of the Collateral and not on any representation, express or implied, of Seller as to the condition of the Collateral or the accuracy or completeness of any records or instruments related thereto.

By execution hereof, Purchaser hereby assumes any all liabilities, obligations and duties, incurred by Purchaser, as the owner of the Collateral, arising from and after the date hereof. Purchaser shall be responsible for any and all taxes or fees assessed or levied against the Collateral from and after the date hereof, except income taxes, if any, payable by Seller. By its acceptance hereof, Purchaser acknowledges that it: (i) has no knowledge of any defects in the

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TRADEMARK REEL: 005432 FRAME: 0120 conveyance of the Collateral pursuant to this Bill of Sale, (ii) is not accepting the Collateral in partial satisfaction of any indebtedness, as no such indebtedness exists between Seller and Purchaser, or in collusion with any party, and (iii) is acting in good faith in accepting the Collateral under this Bill of Sale.

This Bill of Sale and the covenants, conditions and agreements herein apply to, inure to the benefit of, and bind Seller and Purchaser, and their respective successors and assigns.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Texas. In the event that any legal proceeding is brought under or in connection herewith, any state or district court located in Travis County, Texas shall have jurisdiction over such manner and venue over such matter.

EXECUTED to be effective as of the 31st day of March, 2014.

<u>SELLER</u>:

WELLS FARGO BANK, N.A

BY:

PRINTED NAME:

JAMES G'RUIZ

ITS:

ATFORNEY-IN -FACT

PURCHASER:

WILD ABOUT MUSIC, INC.

PRINTED NAME:

ITS: / /

FRED K. SCHMIDT

PRESIDENT/CEO

EXHIBIT "A"

THE COLLATERAL

- 1. All of the right, title and interest of Clever Hans LLC in and to all inventory, chattel paper, accounts, equipment, general intangibles and fixtures, including all products, equipment, and fixtures located at its retail store location, 403 W.2nd Street Austin, Texas 78701.
- 2. All of the right, title and interest of Clever Hans, LLC in and to the "Toy Joy" trademark, application number 77809609, Registration No. 3771001, registered on April 6, 2010, and all other trademarks, service marks and other intellectual property, and the Domain Name "TOYJOY.COM", Registry Domain ID No. 730011658_DOMAIN_COM-VRSN, and all products and proceeds therefrom.
- 3. All the records and data relating to the Collateral, whether in form of a writing or electronic media, together with Clever Hans LLC's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

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RECORDED: 12/30/2014

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