

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM377261

|   |  |                       |                        |
|---|--|-----------------------|------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                       |                        |
| <b>NATURE OF CONVEYANCE:</b>  | Reversion of Rights and Intellectual Property Assignment Agreement |                       |                        |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                        |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>     |
| Out of the Box Publishing, Inc.   |  | 02/12/2016            | Corporation: WISCONSIN |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                        |
| <b>Name:</b>  | Snake Oil, LLC   |                       |                        |
| <b>Street Address:</b>  | 1127 Barclay Street  |                       |                        |
| <b>City:</b>  | St. Paul   |                       |                        |
| <b>State/Country:</b>   | MINNESOTA  |                       |                        |
| <b>Postal Code:</b>   | 55106  |                       |                        |
| <b>Entity Type:</b>   | Limited Liability Company: MINNESOTA                               |                       |                        |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                        |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |                        |
| <b>Registration Number:</b>   | 4056282  | SNAKE OIL             |                        |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                        |
| <b>Fax Number:</b>  | 6126324444   |                       |                        |
| <i>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.</i> |  |                       |                        |
| <b>Phone:</b>   | (612) 632-3259   |                       |                        |
| <b>Email:</b>   | trademark@gpmlaw.com   |                       |                        |
| <b>Correspondent Name:</b>  | Leah D. Leyendecker  |                       |                        |
| <b>Address Line 1:</b>  | P. O. Box 2906   |                       |                        |
| <b>Address Line 4:</b>  | Minneapolis, MINNESOTA 55402-0906                                  |                       |                        |
| <b>NAME OF SUBMITTER:</b>   | Cynthia Hefferan, Paralegal  |                       |                        |
| <b>SIGNATURE:</b>   | /Cynthia Hefferan/   |                       |                        |
| <b>DATE SIGNED:</b>   | 03/21/2016   |                       |                        |
| <b>Total Attachments: 3</b>   |  |                       |                        |
| source=Reversion of Rights and IP Assignment Agreement#page1.tif  |  |                       |                        |
| source=Reversion of Rights and IP Assignment Agreement#page2.tif  |  |                       |                        |
| source=Reversion of Rights and IP Assignment Agreement#page3.tif  |  |                       |                        |

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## REVERSION OF RIGHTS AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This REVERSION OF RIGHTS AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is effective as of February 12, 2016 (the "Effective Date") by and between Out of the Box Publishing, Inc., a Wisconsin corporation ("OTB") and Snake Oil, LLC.

- On June 6, 2012, Snake Oil, LLC and OTB entered into a License Agreement for the Game Known as SNAKE OIL ("SNAKE OIL Agreement").
- Under the terms of the SNAKE OIL Agreement, OTB had the exclusive right to develop, manufacture and sell Snake Oil, LLC game concept known as "SNAKE OIL" ("Game").
- Subject to the terms of this Agreement, the parties have agreed to terminate the SNAKE OIL Agreement and to have all intellectual property rights granted thereunder revert to Snake Oil, LLC. The parties have further agreed that OTB will assign all registered trademarks and copyrights in the Game to Snake Oil, LLC. (Exhibit A)

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

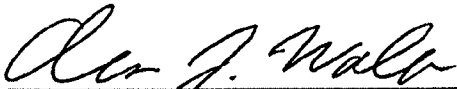
1. Reversion of Rights & Waiver of Royalty. The parties agree that, except as otherwise provided herein, the SNAKE OIL Agreement is now terminated and that all rights in the Game and game concept and all other associated intellectual property granted by Snake Oil, LLC to OTB thereunder shall revert to Snake Oil, LLC. Snake Oil, LLC acknowledges that OTB has sold all of its remaining SNAKE OIL inventory in Q4 of 2015.
2. Ownership. OTB and Snake Oil, LLC own all right, title, and interest in the copyrights and trademarks listed below (Assigned IP):
  - (a) SNAKE OIL Copyright, U.S. Reg. No. ~~TX0007667882~~
  - (b) SNAKE OIL Trademark, used in connection with party games, U.S. Reg. No. 4056282
3. Transfer. OTB hereby assigns, and transfers to Snake Oil, LLC all right, title, and interest, throughout the world, in and to the Assigned IP and any application or registration therefor and will execute Exhibit A for the transfer of the SNAKE OIL mark.
4. Acceptance. Snake Oil, LLC hereby accepts the assignment described herein and assumes all ownership, rights, liabilities and obligations in connection with such assignment.
5. Consideration. In exchange for OTB's termination of the SNAKE OIL Agreement, reversion of rights and intellectual property assignments, Snake Oil, LLC hereby waives the right to all outstanding royalties and relieves OTB from any obligation to pay Snake Oil, LLC any outstanding and remaining royalty payments due and owing under the SNAKE OIL Agreement for the sale of SNAKE OIL games.

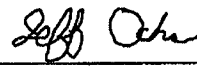
6. Representations and warranties

- a. OTB represents and warrants to Snake Oil, LLC that, other than the international distribution agreements disclosed to Snake Oil, LLC, it has not sublicensed or otherwise assigned of any of its right, title and interest in the SNAKE OIL Agreement related to the Game or Commercial Product (as defined in the SNAKE OIL Agreement). Other than the terms of the SNAKE OIL Agreement, OTB represents and warrants that it owns all right, title and interest in the Commercial Product and any materials transferred or provided to Snake Oil, LLC pursuant to this License Agreement.
- b. OTB represents and warrants to Snake Oil, LLC that all interests in any design works, intellectual property, copyrights or any other improvements to the Game, including without limitation any designs or artwork, are owned by OTB and are being assigned to Snake Oil, LLC.
- c. OTB represents and warrants that in connection with this Agreement, OTB will terminate and provide all documents related to the termination of any international distribution agreements within 30 days of the execution of this Agreement.

**OUT OF THE BOX PUBLISHING, INC.**

**SNAKE OIL, LLC**

  
By: Alan Walker, President

  
BY: Jeffrey Steven Ochs, Member

**EXHIBIT A**

**INTELLECTUAL PROPERTY ASSIGNMENT**

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "**Agreement**"), between Out of the Box Publishing, Inc., a Wisconsin corporation ("**Assignor**"), and Snake Oil, LLC, a Minnesota limited liability company ("**Company**"), is executed on February 12, 2016.

**RECITALS**

- A. Assignor is the owner of the trademarks and service marks listed below ("**Marks**"):   
  
                    SNAKE OIL, U.S. Reg. No. 4,056,282
- B. Assignor hereby assigns the Marks to Company pursuant to the Reversion of Rights and Intellectual Property Assignment Agreement of the same date.

**AGREEMENT**

In consideration of the above recitals and the promises set forth in this Agreement, the parties agree as follows:

Assignor transfers and assigns to Company all of Assignor's right, title and interest in and to the Marks, together with its portion of associated good will and all related rights, and all registrations and applications for registration of the Marks in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured. The provisions of this Agreement inure to the benefit of Company, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

The parties have executed this Agreement as of the date first written above.

Assignor:

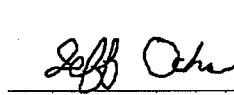
**OUT OF THE BOX PUBLISHING, INC.**



By: Alan J. Walker, President

Assignee:

**SNAKE OIL, LLC**



By: Jeffrey Steven Ochs, Member

Out of the Box Publishing, Inc.  
4435 Duraform Lane  
Windsor, WI 53598

Snake Oil, LLC  
1127 Barclay Street  
St. Paul, MN 55106