

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIGMOUTH INC		11/14/2016	Corporation:
RECEIVING PARTY DATA			
Name:	BigMouth LLC		
Street Address:	10201 N. Illinois St. Suite 200		
City:	INDIANAPOLIS		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85408350	BIG MOUTH TOYS	
Serial Number:	86187376	FINALLY! A WINE GLASS THAT FITS MY NEEDS	
Serial Number:	86479888	BIGMOUTH INC	
Serial Number:	86410399	SPITBALL	
Serial Number:	86300024	I'M SHOT WITHOUT MY COFFEE	
Serial Number:	85786218	WHO FARTED?	
Serial Number:	77677748	CHARTER OAK	
CORRESPONDENCE DATA			
Fax Number:	3175924899		
<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>			
Phone:	3172362452		
Email:	IPDOCKET@ICEMILLER.COM		
Correspondent Name:	ICE MILLER LLP		
Address Line 1:	One American Square		
Address Line 4:	Indianapolis, INDIANA 46282		
ATTORNEY DOCKET NUMBER:	10912.0152		
NAME OF SUBMITTER:	Blaine I. Dirker		
SIGNATURE:	/Blaine L. Dirker/		

OP \$190.00 85408350

DATE SIGNED:	11/18/2016
---------------------	------------

Total Attachments: 5

source=TMAssignment_-_Executed_-_BigMouth_Inc_to_BigMouth_LLC#page1.tif

source=TMAssignment_-_Executed_-_BigMouth_Inc_to_BigMouth_LLC#page2.tif

source=TMAssignment_-_Executed_-_BigMouth_Inc_to_BigMouth_LLC#page3.tif

source=TMAssignment_-_Executed_-_BigMouth_Inc_to_BigMouth_LLC#page4.tif

source=TMAssignment_-_Executed_-_BigMouth_Inc_to_BigMouth_LLC#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**"), dated effective as of this 14th day of November, 2016 (the "**Effective Date**"), is by and between BigMouth Inc., a Connecticut corporation ("**Assignor**"), and BigMouth LLC, an Indiana limited liability company ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, Assignor, & other parties, (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee Assignor's right, title and interest in and to certain Intellectual Property assets including, without limitation, the Assigned Trademarks (as defined below) and Assignee is desirous of acquiring such Assigned Trademarks.

NOW, THEREFORE, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Assignment of Trademarks. Effective as of the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the trademarks set forth on Exhibit A attached hereto and hereby incorporated by reference herein, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, world-wide rights and other applications and registrations therefor owned by Assignor together with the goodwill of the business associated therewith or symbolized thereby, (the "**Assigned Trademarks**"), including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Trademarks. Subject to Section 2 below, Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein.
2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Trademarks.
3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its

successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Trademarks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.
5. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

"ASSIGNOR"

BIGMOUTH INC., a Connecticut corporation

By: 
Stephen Wampold, Chief Executive Officer

"ASSIGNEE"

BIGMOUTH LLC, an Indiana limited liability company

By: BigMouth Inc., an Indiana corporation, its sole member

By: _____
Scot Swenberg, President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

"ASSIGNOR"

BIGMOUTH INC., a Connecticut corporation

By: _____
Stephen Wampold, Chief Executive Officer

"ASSIGNEE"

BIGMOUTH LLC, an Indiana limited liability company

By: BigMouth Inc., an Indiana corporation, its sole member

By:  _____
Scot Swenberg, President

Schedule A

ASSIGNED TRADEMARKS

Mark	Serial No.	Registration No.	Registration Date
BIG MOUTH TOYS	85408350	4236210	11-06-2012
FINALLY! A WINE GLASS THAT FITS MY NEEDS!	86187376	4609120	09-23-2014
BIGMOUTH INC	86479888	5069272	10-25-2016
SPITBALL	86410399	5023150	08-16-2016
I'M SHOT WITHOUT MY COFFEE	86300024	4681185	02-03-2015
WHO FARTED?	85786218	ABANDONED	ABANDONED
CHARTER OAK	77677748	3679528	09-08-2009