

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430087

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marbles LLC		04/28/2017	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spin Master Ltd.		
<b>Street Address:</b>	121 Bloor Street East		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M4W 3M5		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3998175	MARBLES	
<b>Registration Number:</b>	3953397	MARBLES THE BRAIN STORE	
<b>Registration Number:</b>	4162283	MINDSPRING	
<b>Registration Number:</b>	4606932	OAKY DOKEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	416 364 6002 x. 2531		
<b>Email:</b>	katyd@spinmaster.com		
<b>Correspondent Name:</b>	Katy Davis		
<b>Address Line 1:</b>	121 Bloor Street East		
<b>Address Line 2:</b>	Spin Master Ltd.		
<b>Address Line 4:</b>	Toronto, CANADA M4W 3M5		
<b>NAME OF SUBMITTER:</b>	Katy Davis		
<b>SIGNATURE:</b>	/Katy Davis/		
<b>DATE SIGNED:</b>	06/06/2017		
<b>Total Attachments: 6</b>			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made and entered into effective as of April 28, 2017 (the “Effective Date”), by and between MARBLES LLC, an Illinois limited liability (“Assignor”) and SPIN MASTER, LTD., a Canadian corporation (“Assignee”).

A. Assignor is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto;

B. Assignor, MARBLES HOLDINGS, LLC, a Delaware limited liability company, MARBLES BRAIN WORKSHOP, LLC, a Delaware limited liability company and Assignee entered into that certain Asset Purchase Agreement, dated as of April 7, 2017 (the “Asset Purchase Agreement”) providing, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of all of Assignor’s right, title and interest in and to the Trademarks, as that term is defined in the Asset Purchase Agreement, including, among other things, those trademarks listed in Exhibit A hereto (collectively, the “Trademarks”); and

C. On April 26, 2017, the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, in the chapter 11 cases of *In re Marbles Holdings, LLC, et al.*, Case No. 17-3309 (Jointly Administered), entered that certain *Order Authorizing Sale of E-Commerce and Wholesale Business Assets and Certain Other Assets of the Estates of the Debtors Free and Clear of Liens, Claims, Encumbrances and Interests, Assumption and Assignment of Executory Contracts and Unexpired Leases and Related Relief* [Doc. No. 260] (the “Sale Order”), approving the Asset Purchase Agreement and authorizing the execution of any instruments and documents as may be required or otherwise contemplated thereunder, including this Assignment.

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

1. Assignment. Subject to the provisions of the Asset Purchase Agreement and the Sale Order and any limitations set forth therein, Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright and domain name rights in the Trademarks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Trademarks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee’s own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully

and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignee accepts Assignor's right, title and interest in and to the Trademarks as an "as is," "where is" assignment, and Assignee acknowledges that such assignment is being made without representation or warranty of any kind except as expressly set forth in the Asset Purchase Agreement or the Sale Order.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and registering ownership rights in the Trademarks shall be borne solely by Assignee, its successors and assigns.

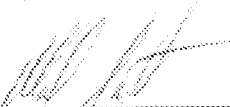
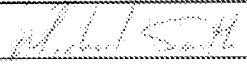
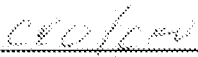
4. Miscellaneous. This Assignment and Exhibit A hereto, the Asset Purchase Agreement, and the Sale Order constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. In the event that any provision of this Assignment may be construed to conflict or be inconsistent with a provision or term of the Asset Purchase Agreement or the Sale Order, the provisions contained in the Sale Order, the Asset Purchase Agreement and this Assignment shall govern, in that order. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Illinois, without regard to its conflicts of law principles.

*[signature page follows]*

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

**MARBLES LLC**

**SPIN MASTER, LTD.**

By:   
Name:   
Title: 

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Marbles LLC – Trademark Assignment]*

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

**MARBLES LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SPIN MASTER, LTD.**

By:  \_\_\_\_\_


Name: Christopher Harrs

Title: EVP and General Counsel

*[Signature Page to Marbles LLC – Trademark Assignment]*

**TRADEMARK  
REEL: 006077 FRAME: 0304**

**EXHIBIT A**  
**TRADEMARKS**

Trademark	Image	Country	App/Reg Details	Status	Class	Goods and Services	Owner Name	Comments
marbles & Design		European Union	App 24-JUL-2009 App 8449043 Reg 28-JAN-2010 Reg 8449043	Registered	9 28 35	(English) 09 Recorded computer software; computer game programs; apparatus for games adapted for use with an external display screen or monitor. 28 Board games, games other than those adapted for use with an external display screen or monitor; parlor	Marbles LLC	Not on list provided
MARBLEES		United States	App 10-JAN-2011 App 85214270 Reg 19-JUL-2011 Reg 39988175	Registered	35 44	INT. CL. 35 RETAIL STORE AND ON-LINE RETAIL STORE SERVICES FEATURING MENTAL FITNESS PRODUCTS INT. CL. 44 INTERNET-BASED HEALTH CARE INFORMATION SERVICES; PROVIDING HEALTH	MARBLEES LLC	USPTO Security Interest in favour of Siena Lending Group LLC
MARBLEES THE BRAIN STORE		United States	App 12-MAR-2010 App 77957696 Reg 03-MAY-2011 Reg	Registered	35	INT. CL. 35 RETAIL STORE SERVICES FEATURING GAMES, BOOKS, AND PUZZLES	MARBLEES LLC	USPTO Security Interest in favour of Siena Lending Group LLC
MIND YOUR MARBLEES		United States	App 13-MAY-2011 App 85320302 Reg 22-MAY-2012 Reg 4145448	Registered	28	INT. CL. 28 BOARD GAMES	MARBLEES LLC	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Anzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of
MINDSPRING (incl. MARBLEES MINDSPRING SOFTWARE)		United States	App 12-MAY-2011 App 85319466 Reg 19-JUN-2012 Reg 4162283	Registered	9	INT. CL. 9 EDUCATIONAL SOFTWARE FEATURING INSTRUCTION IN MENTAL FITNESS	MARBLEES LLC	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC on February 06, 2017. Waiting for the Notice of
MINDSTEIN		United States	App 12-MAY-2011 App 85319460 Reg 03-APR-2012 Reg 4123095	Registered	28	INT. CL. 28 BOARD GAMES	MARBLEES LLC	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC on February 06, 2017. Waiting for the Notice of
OAKLEY DOKEY		United States	App 29-JUL-2013 App 86022030 Reg 16-SEP-2014 Reg 4606932	Registered	28	INT. CL. 28 RECREATIONAL, FINE MOTOR SKILL GAME CONSISTING OF TWO CORKS AND AN INSTRUCTION BOOKLET	MARBLEES LLC	USPTO Security Interest in favour of Siena Lending Group LLC Filed the security interest from Siena Lending Group LLC to Anzak Capital Management, LLC on February 06, 2017. Waiting for the Notice of

Trademark	Image	Country	App/Reg. Details	Status	Class	Goods and Services	Owner Name	Comments
MARBLES (with logo)			App 15-MAY-2008 App 77475780 Reg 10-FEB-2009 Reg 3571842				MARBLES LLC	

TRADEMARK

REEL: 006077 FRAME: 0306

RECORDED: 06/06/2017