

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446023

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GL group, Inc.		09/11/2017	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MindWare Corporation		
<b>Street Address:</b>	5455 South 90th Street		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68127		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3943507	FISH STIX	
<b>Registration Number:</b>	3942304	STONE SOUP	
<b>Registration Number:</b>	4313431	HOOT OWL HOOT	
<b>Registration Number:</b>	3949381	MERMAID ISLAND	
<b>Registration Number:</b>	3942305	COUNT YOUR CHICKENS	
<b>Registration Number:</b>	3946178	PEACEABLE KINGDOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4029645050		
<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>	Daan G. Erikson		
<b>Email:</b>	pto-om@huschblackwell.com		
<b>Correspondent Name:</b>	Husch Blackwell LLP		
<b>Address Line 1:</b>	13330 California Street, Suite 200		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68154		
<b>NAME OF SUBMITTER:</b>	Daan G. Erikson, MA NE NY Bar Member		
<b>SIGNATURE:</b>	/Daan G. Erikson/		
<b>DATE SIGNED:</b>	10/05/2017		
<b>Total Attachments: 5</b>			

CH \$165.00 3943507

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of September 11, 2017, is made by GL group, Inc., a Missouri corporation (“**Seller**”), in favor of MindWare Corporation, a Minnesota corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and between Seller and Buyer, dated as of September 5, 2017 (the “**Purchase Agreement**”). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain Intellectual Property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to all the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto. While the

Seller shall take reasonable steps and actions and provide cooperation and assistance, any costs or fees associated with Seller's compliance with this section shall be borne by the Buyer.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Nebraska, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**SELLER:**

GL GROUP, INC.

By: \_\_\_\_\_  
Name: George M. J. WFL  
Title: CEO

AGREED TO AND ACCEPTED:

**BUYER:**

MINDWARE CORPORATION

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

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**SELLER:**

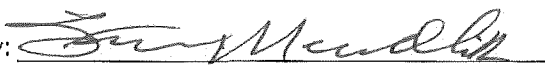
GL GROUP, INC.

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

AGREED TO AND ACCEPTED:

**BUYER:**

MINDWARE CORPORATION

By:   
Name: Steve Mendlik  
Title: Vice President

[SIGNATURE PAGE TO IP ASSIGNMENT]

**TRADEMARK**  
**REEL: 006174 FRAME: 0447**

**SCHEDULE 1**  
**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>REGISTERED TRADEMARK</b>	<b>REGISTRATION NO.</b>
FISH STIX	3,943,507
STONE SOUP	3,942,304
HOOT OWL HOOT	4,313,431
MERMAID ISLAND	3,949,381
COUNT YOUR CHICKENS	3,942,305
PEACEABLE KINGDOM	3,946,178