

900443493 03/20/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM466386

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zacks Enterprises, Inc.		02/23/2018	Corporation:

RECEIVING PARTY DATA

Name:	Viking Consulting, LLC
Street Address:	963 Shotgun Road
City:	Sunrise
State/Country:	FLORIDA
Postal Code:	33326
Entity Type:	Limited Liability Company: Delaware

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5178451	ORIGINAL MINI'S DOMEZ
Registration Number:	5163090	ORIGINAL MINI'S
Registration Number:	4331128	NOG'NZ
Registration Number:	4238910	GRAB ZAGS COOL SURPRISE TOYS
Registration Number:	4243056	GRAB ZAGS
Serial Number:	87715952	ZAG TOYS
Serial Number:	87685894	DOMEZ
Serial Number:	86913159	ORIGINAL MINI'S ROCKERZ WOBBLING FIGURES
Serial Number:	85839548	TEST TUBE GOO
Serial Number:	85571766	NITRO MITES
Serial Number:	87545476	KNITTY KITTY

OP \$290.00 5178451

CORRESPONDENCE DATA

Fax Number:

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.

Email: jdion@jazwares.com
Correspondent Name: Jillian Dion
Address Line 1: 963 Shotgun Road
Address Line 4: Sunrise, FLORIDA 33326

NAME OF SUBMITTER:	Jillian Dion
SIGNATURE:	/jd/
DATE SIGNED:	03/20/2018
Total Attachments: 6 source=IP Assignment - Zacks_to_Viking - 2018 - FINAL#page1.tif source=IP Assignment - Zacks_to_Viking - 2018 - FINAL#page2.tif source=IP Assignment - Zacks_to_Viking - 2018 - FINAL#page3.tif source=IP Assignment - Zacks_to_Viking - 2018 - FINAL#page4.tif source=IP Assignment - Zacks_to_Viking - 2018 - FINAL#page5.tif source=IP Assignment - Zacks_to_Viking - 2018 - FINAL#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment") is made and entered into as of this 23rd day of February, 2018, by and among Zacks Enterprises, Inc. d/b/a Zagwear, a New York corporation (the "Assignor") and Viking Consulting, LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH

WHEREAS, the Assignor, the Assignee, Zag Toys Holdings, LLC, a Delaware limited liability company, Zag Toys, LLC, a Delaware limited liability company ("Buyer"), West Coast Toy, Ltd. ("WCT"), Judd Karofsky, an individual ("Karofsky"), Toby Zacks, an individual ("Zacks"), and Stacy Larsen, an individual ("Larsen"), are parties to that certain Asset Purchase Agreement dated February 16, 2018 (the "Purchase Agreement"), pursuant to which, among other provisions, the Assignee has agreed to convey, transfer, assign, sell and deliver to the Buyer the Intellectual Property Assets (as defined in the Purchase Agreement);

WHEREAS, pursuant to that certain Contribution and Apportionment Agreement by and among Assignor, Assignee, WCT, Karofsky, Zacks and Larsen dated as of February 15, 2018 ("Contribution Agreement"), Assignor contributed substantially all of its assets related to the Zag Toy Business (as defined in the Contribution Agreement), including the Intellectual Property Assets; and

WHEREAS, the Assignor and the Assignee desire to evidence in writing the assignment of the Intellectual Property Assets pursuant to the Contribution Agreement by the Assignor to the Assignee.

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals; Definitions. The foregoing recitals are true and correct and expressly incorporated in this IP Assignment. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement or Contribution Agreement, as applicable.

Section 2. Assignment by the Assignor. The Assignor hereby conveys, delivers, transfers, assigns, sells and delivers to the Assignee all of its right, title, and interest in and to:

(a) the Intellectual Property Assets, including the domain names listed on Schedule I;

(b) the trademark registrations listed on Schedule II (the "Trademarks") together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

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

(d) the goodwill arising out of and relating to the Intellectual Property Assets and all goodwill of the Assignor's Zag Toy Business connected with the use of, and as symbolized by, such Intellectual Property Assets; and

(e) 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,

in each case, (i) free and clear of all Encumbrances, except for Permitted Encumbrances, subject to and in accordance with the Contribution Agreement and (ii) for its own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this IP Assignment not been made.

Section 3. Agreement. This IP Assignment is being executed and delivered pursuant to the Contribution Agreement. The representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement (and the limitations thereon) are incorporated herein by reference and shall not be superseded hereby but shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms hereof shall govern.

Section 4. Cooperation. The Assignor shall execute any documents, including assignments of any existing patent, copyright or trademark rights or other forms of protection (including, without limitation, assignments of U.S. trademark(s) and assignment of U.S. patent(s)), and provide any assistance as is reasonably necessary to transfer the Intellectual Property Assets, including assistance necessary to prepare, file and prosecute a patent application or to effectuate a registration of a copyright or trademark in and of the Intellectual Property Assets in the United States or elsewhere in the world, in the Assignee's name or the name of a third party, as directed by the Assignee. The Assignor shall provide such further assistance as is reasonably required for sustaining, reissuing or extending any patents or any letters patent based on any improvements to the Intellectual Property Assets and shall provide testimony and evidence in cases of enforcement or interference.

Section 5. No Modification. This IP Assignment shall in no way modify, alter, amend, limit or expand the rights or obligations of any party as provided in the Contribution Agreement nor shall it be deemed to create any additional rights or obligations. In the event that any provision hereof conflicts or is inconsistent with any provision of the Purchase Agreement, the Purchase Agreement shall be deemed to control.

Section 6. Binding Effect. This IP Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 7. Waivers and Amendments. This IP Assignment may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the parties hereto, or, in the case of a waiver, by the party waiving its respective rights.

Section 8. No Third Party Beneficiaries. This IP Assignment is for the sole benefit of the parties hereto and is not intended to benefit any other person or entity, other than the Buyer.

Section 9. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this IP Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this IP Assignment as to the parties and may be used in lieu of the original IP Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever

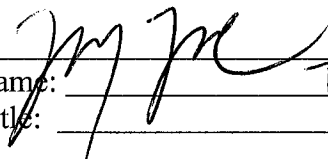
Section 10. Headings. The headings of this IP Assignment are for reference only, and shall not affect the interpretation of this IP Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment on the date first above written.

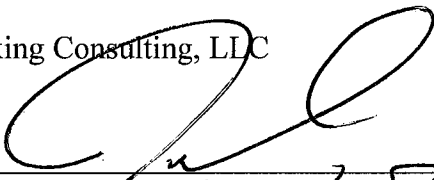
ASSIGNOR:

Zacks Enterprises, Inc. d/b/a Zagwear

By: 
Name: TOBY ZACKS
Title: CEO

ASSIGNEE:

Viking Consulting, LLC

By: 
Name: Todd Knudsen
Title: president

SCHEDULE I

Domain Names

1. **zagtoys.com**
2. **ORIGINALMINIS.COM**

SCHEDULE II

Trademarks

a. Registered Trademarks of Assignor

Mark	Application Serial No. Filing Date	Reg. No. Reg. Date	Status	Liens
ORIGINAL MINI'S DOMEZ	86913143 February 19, 2016	5178451 April 4, 2017	Registered Supplemental	N/A
ORIGINAL MINI'S	86913143 February 19, 2016	5163090 March 14, 2017	Registered Supplemental	N/A
NOG'NZ	85696898 August 7, 2012	4331128 May 7, 2013	Registered Principal	N/A
GRAB ZAGS COOL SURPRISE TOYS	85411854 August 31, 2011	4238910 November 6, 2012	Registered Principal	N/A
GRAB ZAGS	85391859 August 8, 2011	4243056 November 13, 2012	Registered Principal	N/A

b. Registered Trademark Applications of Assignor

Mark	Application Serial No. Filing Date	Reg. No. Reg. Date	Status	Liens
ZAG TOYS	87715952 December 11, 2017	N/A	Live	N/A
DOMEZ	87685894 November 15, 2017	N/A	Live	N/A
ORIGINAL MINI'S ROCKERZ WOBBLING FIGURES	86913159 February 19, 2016	N/A	Live	N/A
TEST TUBE GOO	85839548 February 4, 2013	N/A	Abandoned November 29, 2013	N/A
NITRO MITES	85571766 March 16, 2012	N/A	Abandoned May 6, 2013	N/A
KNITTY KITTY	87545476 July 27, 2017	N/A	Live	N/A