

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cuddle Clones LLC		06/05/2019	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	Cuddle Clones Holdings LLC		
Street Address:	445 Baxter Ave		
Internal Address:	Suite 150		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40204		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4844684	CUDDLE CLONES	
Registration Number:	4349867	CUDDLE CLONES	
CORRESPONDENCE DATA			
Fax Number:	3172373900		
<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:	317-237-3800		
Email:	elamb@fbtlaw.com		
Correspondent Name:	Eric Lamb		
Address Line 1:	201 North Illinois Street		
Address Line 2:	Suite 2200		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Eric Lamb		
SIGNATURE:	/Eric Lamb/		
DATE SIGNED:	06/14/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made as of June 5, 2019, by and between Cuddle Clones LLC, a Kentucky limited liability company (“Assignor”), and Cuddle Clones Holdings LLC, a Kentucky limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of the date hereof, among each of them a (as the same may hereafter be modified, amended and/or amended and restated, as the case may be, from time to time in accordance with its terms, the “Contribution Agreement”);

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto (collectively, the “Trademarks”), together with the goodwill of the Business connected with and symbolized by the Trademarks;

WHEREAS, pursuant to the Contribution Agreement, Assignor desires to contribute, convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title and interest in, to and under the Trademarks, together with the goodwill of the Business connected with and symbolized by the Trademarks; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Contribution Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Contribution Agreement, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all of Assignor’s right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the Business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, the right to sue for past, present and future infringement of the Trademarks and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.

2. Recording. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the “PTO”) or other governing authority, if necessary, and the parties hereby authorize the PTO or such other governing authority to record this Agreement.

3. Further Assurances. From time to time following the date hereof, and without any further consideration or other payment, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Assignee reasonably may request

in order to consummate, complete and carry out the transactions contemplated by this Agreement.

4. Appointment. Assignor hereby appoints Assignee as its attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Agreement and Assignee's rights in the Trademarks.

5. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

6. Counterparts. This Agreement may be executed and delivered in multiple counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and agreement. A facsimile or "Portable Document Format" copy of a signature shall have the same force and effect as an original signature.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Kentucky.

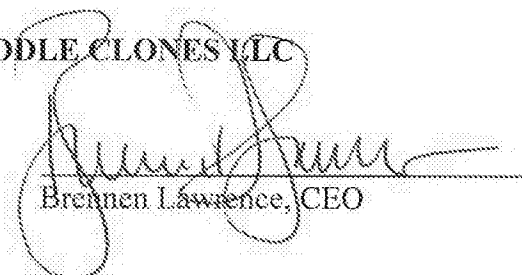
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto hereby causes this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

CUDDLE CLONES LLC


By:


Brennan Lawrence, CEO

ASSIGNEE:

CUDDLE CLONES HOLDINGS LLC

By:


Brennan Lawrence, CEO

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006670 FRAME: 0610

SCHEDULE A

TRADEMARKS

Application or Registration #	Goods / Services	Mark	File Date	Registration Date	Country
4,349,867	Class 028: Plush Animals	Cuddle Clones	October 16, 2012	June 11, 2013	United States
11908792	Class 028: Plush Animals	Cuddle Clones	December 18, 2012	May 28, 2014	China
4844684	Class 028: Plush toys	Cuddle Clones Logo	March 10, 2015	November 3, 2015	United States