

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FUNKO GAMES	FORMERLY Forrest-Pruzan Creative, LLC	04/24/2019	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Asmodee North America, Inc.		
Street Address:	1995 West County Road B2		
Internal Address:	Legal Department		
City:	Roseville		
State/Country:	MINNESOTA		
Postal Code:	55113		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5753437	MIXLORE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6516391905		
Email:	legal@asmodeena.com		
Correspondent Name:	Asmodee North America, Inc.		
Address Line 1:	1995 West County Road B2		
Address Line 2:	Legal Department		
Address Line 4:	Roseville, MINNESOTA 55113		
NAME OF SUBMITTER:	Jacinda Wilson		
SIGNATURE:	/jacindawilson/		
DATE SIGNED:	06/10/2019		
Total Attachments: 3			
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OP \$40.00 5753437

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made effective as of April 1, 2019, by FUNKO GAMES, LLC, a Washington limited liability company (“**Assignor**”) to ASMODEE NORTH AMERICA, INC., a Minnesota corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee entered into that certain Purchase Agreement dated as of April 1, 2019 (the "**Purchase Agreement**"), under which Assignor agreed to sell, convey and assign to Assignee the rights and interests of Assignor in certain registered and unregistered trademarks, service marks, copyrights, applications, goodwill, trade secrets, confidential information and other intellectual property, all as described in the attached Schedule 1 (the "**Purchased IP**"); and

WHEREAS, in connection with the closing and consummation of the Purchase Agreement, Assignor desires to evidence the assignment of the Purchased IP to Assignee;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby makes the following assignment:

1. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, Assignor’s entire right, title and interest in and to the Purchased IP, together with the goodwill associated therewith and including all common law trademark, service mark and trade name rights in the Purchased IP, as well as the right to recover and have damages and profits for past and future infringement, if any.

2. Assignor further covenants and agrees, for itself and its successors and assigns, to provide reasonable assistance to Assignee, at Assignee’s expense, in the prosecution before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to the Purchased IP, including applications, contests, renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make or pursue covering the Purchased IP.

3. The assignment made by Assignor hereunder is subject to the warranties, representations, covenants and indemnification obligations of Assignor under the Purchase Agreement, all of which are hereby expressly incorporated by reference.


4. This Assignment is binding upon the successors and assigns of Assignor and will inure to the benefit of the successors and assigns of Assignee.

5. Assignor covenants and agrees that Assignor will not execute any writing nor do any act whatsoever conflicting with this Assignment, and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration, execute such additional writings and do such additional acts at no cost to Assignor, including the giving of testimony, as Assignee or its successors and assigns may deem necessary or desirable in the enjoyment of this Assignment, and in enforcing any rights relating hereto.

6. All applicable federal and state authorities and agencies are hereby authorized and requested by Assignor to recognize Assignee as the sole owner of the Purchased IP. Assignor hereby also authorizes and requests the equivalent authorities in foreign countries to recognize Assignee as the sole owner of the Purchased IP in such foreign countries, as may be applicable.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Intellectual Property by its duly authorized representative effective as of the day and year first above written.

FUNKO, LLC

By: 
Name: Jay Wheatley
Title: General Manager, Funko Games,
LLC

SCHEDULE 1

List of Purchased IP

TRADEMARK REGISTRATIONS

Mark	Serial Number
MIXLORE	5,753,437 (US)

COMMON LAW TRADEMARKS

Mark
Mixlore Logo

COMMON LAW COPYRIGHTS

Title of Work
Mixlore Logo

DOMAINS

DOMAIN NAME
www.mixlore.com