

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551212

<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>
Charles Hoberman		11/20/2019	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	John N. Hansen Co., Inc.		
<b>Street Address:</b>	740 South Point Blvd		
<b>City:</b>	Petaluma		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94954		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4197017	BRAIN TWIST	
<b>Registration Number:</b>	2969146	HOBERMAN SPHERE	
<b>Registration Number:</b>	3163097	SWITCH PITCH	
<b>Registration Number:</b>	4274449	TWIST-O	
<b>Registration Number:</b>	2739816	HOBERMAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8582720221		
<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>	8582720220		
<b>Email:</b>	trademarks@ipla.com		
<b>Correspondent Name:</b>	Joshua J. Richman		
<b>Address Line 1:</b>	4445 Eastgate Mall		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>NAME OF SUBMITTER:</b>	Joshua J. Richman		
<b>SIGNATURE:</b>	/Joshua J. Richman/		
<b>DATE SIGNED:</b>	11/27/2019		
<b>Total Attachments: 5</b>			

OP \$140.00 4197017

source=Hoberman Trademark Assignment - Fully Executed#page1.tif  
source=Hoberman Trademark Assignment - Fully Executed#page2.tif  
source=Hoberman Trademark Assignment - Fully Executed#page3.tif  
source=Hoberman Trademark Assignment - Fully Executed#page4.tif  
source=Hoberman Trademark Assignment - Fully Executed#page5.tif

## ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS (this "Trademark Assignment") is entered into as of November 20, 2019, by and among Charles Hoberman ("Charles Hoberman"), Carolyn Hoberman ("Carolyn Hoberman"), Hoberman Designs, Inc., a New York corporation ("HDI"), Hoberman Associates, Inc., a New York corporation ("HAI") (Charles Hoberman, Carolyn Hoberman, HDI, and HAI, together, "Assignors"), and John N. Hansen Co., Inc., a California corporation ("Assignee").

### RECITALS

A. Charles Hoberman and/or HDI are the nominal owners of certain trademark registrations identified on Exhibit A, attached hereto and incorporated herein by this reference (the "Trademark Registrations"), and related common law rights.

B. Carolyn Hoberman and/or HAI own, or may own, some right, title, or interest in or to the Trademark Registrations and related common law rights.

C. Assignors, together, are desirous of assigning to Assignee all their right, title, and interest in and to the Trademark Registrations, related common law rights, and all goodwill associated therewith, that they own or may own relating to toys, games, playthings, puzzles, gifts, and novelty products (the "Assigned Trademarks"). Assignee is desirous of accepting such assignment.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows.

### ASSIGNMENT

1. Assignment. Assignors hereby irrevocably assign to Assignee all their right, title, and interest in and to the Assigned Trademarks. Assignee accepts such assignment.

2. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") among the parties of equal date herewith, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded by this Trademark Assignment and 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3. Recordation and Further Actions. The parties hereto agree that this Trademark Assignment may be submitted to trademark offices to evidence the transfer of title of the Trademark Registrations from Assignors to Assignee.

4. Execution and Delivery. Assignors agree to execute and deliver all further papers, instruments, and assignments and to perform any other reasonable acts Assignee may require in

order to vest all of Assignors' right, title, and interest in and to the Assigned Trademarks to Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignors.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective executor, heirs, custodian, legal representatives, successors, and permitted assigns, as applicable.

WHEREFORE, the parties hereto have executed this Trademark Assignment as of the date first set forth above.

Assignors:

Assignee:

\_\_\_\_\_  
CHARLES HOBERMAN

JOHN N. HANSEN CO., INC.

By: 

Name: John N. Hansen III

Title: President

\_\_\_\_\_  
CAROLYN HOBERMAN

HOBERMAN DESIGNS, INC.

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

Name: Charles Hoberman

Title: Vice President

HOBERMAN ASSOCIATES, INC.

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

Name: Charles Hoberman

Title: President

order to vest all of Assignors' right, title, and interest in and to the Assigned Trademarks to Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignors.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective executor, heirs, custodian, legal representatives, successors, and permitted assigns, as applicable.

WHEREFORE, the parties hereto have executed this Trademark Assignment as of the date first set forth above.

Assignors:

Assignee:



JOHN N. HANSEN CO., INC.

CHARLES HOBERMAN


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

Name: John N. Hansen III

Title: President

\_\_\_\_\_  
CAROLYN HOBERMAN


HOBERMAN DESIGNS, INC.

By: 

Name: Charles Hoberman

Title: Vice President

HOBERMAN ASSOCIATES, INC.

By: 

Name: Charles Hoberman

Title: President

order to vest all of Assignors' right, title, and interest in and to the Assigned Trademarks to Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignors.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective executor, heirs, custodian, legal representatives, successors, and permitted assigns, as applicable.

WHEREFORE, the parties hereto have executed this Trademark Assignment as of the date first set forth above.

Assignors:

Assignee:

\_\_\_\_\_  
CHARLES HOBERTMAN

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

Name: John N. Hansen III

Title: President

  
\_\_\_\_\_  
CAROLYN HOBERTMAN

HOBERTMAN DESIGNS, INC.

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

Name: Charles Hoberman

Title: Vice President

HOBERTMAN ASSOCIATES, INC.

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

Name: Charles Hoberman

Title: President

Exhibit A

Trademark Registrations

Mark	Country	Class/Goods	Reg. No.	Registered Owner
BRAIN TWIST	CN	Class 28: Playthings; toys; games and puzzles; toys, namely, three dimensional puzzles	10476127	Charles Hoberman
BRAIN TWIST	HK	Class 28: Playthings; toys; games and puzzles; toys, namely, three dimensional puzzles	302134395	Charles Hoberman
BRAIN TWIST	US	Class 28: Toys, namely, three dimensional puzzles	4197017	Charles Hoberman
HOBERMAN SPHERE	US	Class 28: Toys, namely, models of geodesic spheres	2969146	Charles Hoberman
SWITCH PITCH	CN	Class 28: Playthings; balls; Sport balls and children's multiple activity toys that change their shape and size	10476126	Charles Hoberman
SWITCH PITCH	HK	Class 28: Balls; Sport balls and children's multiple activity toys that change their size and shape	302134386	Charles Hoberman
SWITCH PITCH	US	Class 28: Sport balls and children's multiple activity toys that change their size and shape	3163097	Charles Hoberman
TWIST-O	US	Class 28: Toys, namely, expanding and unfolding toys that change their shape and size	4274449	Charles Hoberman
SWITCH PITCH	EM	Class 28: Toys, games, playthings and novelties	17898135	Hoberman Designs, Inc.
MINI SPHERE	BX	Class 28: Toys; playthings	1028872	Hoberman Designs, Inc.
HOBERMAN	BX	Class 28: Toys; playthings	1028870	Hoberman Designs, Inc.
HOBERMAN	EM	Class 28: Toys, games, playthings and novelties	17898134	Hoberman Designs, Inc.
HOBERMAN	CN	Class 28: Playthings; balls; Sport balls and children's multiple activity toys that change their shape and size	1677134	Charles Hoberman
HOBERMAN	US	Class 28: Toys, namely, construction toys that change their size and shape, and unfolding or kinetic toys that change their size and shape	2739816	Charles Hoberman