TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM553898

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEGO A/S		12/17/2019	Corporation: DENMARK

RECEIVING PARTY DATA

Name:	LEGO JURIS A/S
Street Address:	Koldingvej 2, DK-7190
City:	Billund
State/Country:	DENMARK
Postal Code:	7190
Entity Type:	Corporation: DENMARK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4758861	BRICKLINK
Registration Number:	3873232	BRICKLINK
Registration Number:	5470735	STUD.IO

CORRESPONDENCE DATA

Fax Number: 9169307903

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.

Phone: +1 916.930.3263

Email: tmdocket@us.dlapiper.com

Correspondent Name: Carissa Bouwer, Esq.

Address Line 1: 400 CAPITOL MALL STE 2400 Address Line 4: Sacramento, CALIFORNIA 95814

NAME OF SUBMITTER:	Carissa Bouwer, Esq.	
SIGNATURE:	/Carissa Bouwer/	
DATE SIGNED:	12/18/2019	

Total Attachments: 5

source=[60i] Project Windmill - LEGO AS to LEGO JURIS AS Trademark Assignment for Recordation#page1.tif source=[60i] Project Windmill - LEGO AS to LEGO JURIS AS Trademark Assignment for Recordation#page2.tif source=[60i] Project Windmill - LEGO AS to LEGO JURIS AS Trademark Assignment for Recordation#page3.tif source=[60i] Project Windmill - LEGO AS to LEGO JURIS AS Trademark Assignment for Recordation#page4.tif

> TRADEMARK **REEL: 006819 FRAME: 0399**

source=[60i] Project Windmill - LEGO AS to LEGO JURIS AS Trademark Assignment for Recordation#page5.tif

TRADEMARK
REEL: 006819 FRAME: 0400

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December <u>17</u>, 2019 (the "Effective Date") by and between LEGO A/S, a corporation organized under the laws of Denmark ("Assignor"), and LEGO JURIS A/S, a corporation organized under the laws of Denmark ("Assignee").

WHEREAS, pursuant to that certain Master Trademark and Domain Name Transfer Agreement (the "Agreement") dated on or about the date of this Assignment, between Assignor and Assignee, Assignor sold, assigned, transferred, conveyed, and delivered to Assignee all of Assignor's right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below); and

WHEREAS, pursuant to the Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Conveyance</u>. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and assignee hereby accepts, all of Assignor's right, title, and interest in, to and under (i) the Trademarks listed on <u>Schedule A</u> hereto, (ii) any and all rights, priorities, and privileges of Assignor provided under the laws of the United States and all other state or foreign laws, multinational law, compact, treaty, protocol convention, or organization, (iii) with respect to all of the foregoing, the goodwill appurtenant thereto, (iv) all rights to collect royalties and proceeds in connection with any of the foregoing ((i)-(iv) above, the "Assigned Trademarks"), (v) all rights to prosecute and maintain any of the foregoing, and (vi) rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation of any of the foregoing and all rights to recover and retain damages (including attorneys' fees and expenses) or lost profits in connection therewith.
- 2. <u>Recordation</u>. Assignor hereby requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance.

- 3.1 Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.
- 3.2 If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the

EAST\170771226.1

filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under the Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

- 4. <u>Successors and Assigns</u>. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.
- 5. <u>Counterparts</u>. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Assignment shall become effective when each party has signed one or more counterparts, and delivered them (by facsimile or otherwise) to the other party.
- 6. <u>Agreement Controls</u>. This Assignment is provided pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the Agreement. If any provision of this Assignment is inconsistent or conflicts with the Agreement, the Agreement shall control.
- 7. <u>Governing Law.</u> This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, or performance of this Assignment shall be governed by and construed in accordance with the laws of the Denmark, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

- 2 -

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:
LEGO A/S
Ву:
Mette M. Andersen Name: Sector Corporate Counsel
Name: Senior Corporate Counsel Title:
Place of Execution:
Dated:
Ву:
Name: Pefel Kjær
WCO (469/GOL)
Place of Execution:
Dated:
Acknowledged and Accepted:
ASSIGNEE: LEGO JURIS A/S
1) ^
By:
Name: Mette M-Andersen
Title: Senior Corporate Course
Place of Execution:
a state of the sta
Dated:
By: 4744
Name: Perfer Kloer
Title: Vice President
Place of Exec ation ral Counset EMEA
Dated:

SCHEDULE A TO TRADEMARK ASSIGNMENT

US	US		US	Country
STUD IO RN: 5470735 SN: 87339270	BRICKLINK RN: 3873232 SN: 85002706	RN: 4758861 SN: 86339801	BRICKLINK and Design	TM/AN/RN
Registered May 15, 2018	Registered September 27, 2016		USA Registered June 23, 2015	Status/Status Date
(Int'l Class: 09) computer software for building and designing 3d virtual brick models using virtual modular bricks and parts; computer software for providing a graphical user interface that enables viewing, rotating, zooming in and zooming out 3d virtual brick models composed of virtual modular bricks and parts; computer software for storing 3d virtual brick models composed of virtual modular bricks and parts and further for uploading to and downloading from a server; computer software for providing information about real modular bricks and parts needed to build real brick models corresponding to 3d virtual brick models	(Int'l Class: 35) on-line retail store services featuring construction toys		(Int'l Class: 35) on-line retail store services featuring construction toys	Full Goods/Services
LEGO A/S	LEGO A/S		LEGO A/S	Owner

TRADEMARK REEL: 006819 FRAME: 0404

EU		Country EU
<u>BRICKLINK</u> RN: 012243903 AN: 012243903	© tork &	TM/AN/RN bricklink and Design
European Union Registered Last Status Received: Registered March 24, 2014		Status/Status Date Registered November 17, 2014
(Int'l Class: 35) On-line retail store services featuring construction toys.		Full Goods/Services (Int'l Class: 35) On-line retail store services featuring construction toys.
LEGO A/S		Owner LEGO A/S

TRADEMARK REEL: 006819 FRAME: 0405

RECORDED: 12/18/2019