

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HC Holdings LLC		02/01/2018	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Zoomworks LLC		
Street Address:	110 Cheshire Lane, Suite 200		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55305		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4286271	STUFFIES	
Registration Number:	4286272	IT'S WHAT'S INSIDE THAT COUNTS!	
Registration Number:	4446833	STUFFIE	
CORRESPONDENCE DATA			
Fax Number:	6123212288		
<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:	612-321-2800		
Email:	mplsbrandsteam01@nortonrosefulbright.com		
Correspondent Name:	TIMOTHY M KENNY		
Address Line 1:	98 San Jacinto Boulevard, Suite 1100		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Kerry R Thompson - Paralegal		
SIGNATURE:	/Kerry R Thompson-P/		
DATE SIGNED:	03/17/2021		
Total Attachments: 4			
source=2018 Assignment of Stuffies Trademarks to Zoomworks#page1.tif			
source=2018 Assignment of Stuffies Trademarks to Zoomworks#page2.tif			
source=2018 Assignment of Stuffies Trademarks to Zoomworks#page3.tif			

OP \$90.00 4286271

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 1, 2018 (the "Effective Date"), by HC Holdings LLC, f/k/a HurryCane LLC, a Minnesota limited liability company ("Assignor"), in favor of ZOOMWORKS LLC, a Minnesota limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and trademark applications as set forth on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademarks and Assignor desires to assign the entire right, title and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, all right, title and interest in, to and under the Trademarks (including, without limitation, the goodwill associated therewith) in the United States and throughout the world, the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) 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, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, dilution, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. Recording. This Assignment has been executed and delivered by Assignor to Assignee to, among other things, record this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.

3. Further Assurances. From time to time following the Effective Date, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery or other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

4. Miscellaneous. This Assignment shall be binding upon the parties hereto and their successors. This Assignment will be governed by and construed under the laws of the State of Minnesota without regard to conflicts-of-law principles that would require the application of any other law. The provisions of this Assignment are severable. If any provision of this Assignment is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. The parties agree that the Recitals contained herein are specifically incorporated into the Assignment by this reference. This Assignment may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement. Executed signatures to this Assignment may be delivered by any standard electronic means and any such electronically delivered signatures shall be construed as manually executed signatures.

[Remainder of Page Intentionally Left Blank; Signature Follows]

IN WITNESS WHEREOF, the parties have entered into this Assignment by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

HC HOLDINGS LLC

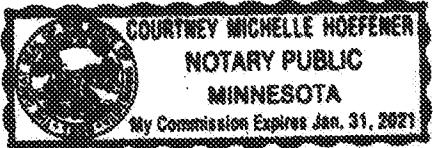
By: [Signature]
Name: J. Brent Longval
Title: CEO

State of Minnesota)
County of Hennepin) ss.

On this 7 day of February, 2018, before me, J. Brent Longval, personally appeared, who proved to me on the basis of satisfactory evidence to be the person whose name is identified in the instrument above and acknowledged to me that he/she voluntarily executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Minnesota that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Notary Public
My commission expires: 1-31-21

ASSIGNEE:

ZOOMWORKS LLC

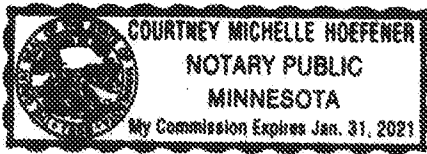
By: [Signature]
Name: J. Brent Longval
Title: CFO

State of Minnesota)
County of Hennepin) ss.

On this 7 day of February, 2018, before me, J. Brent Longval, personally appeared, who proved to me on the basis of satisfactory evidence to be the person whose name is identified in the instrument above and acknowledged to me that he/she voluntarily executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Minnesota that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.



[Signature]
Notary Public
My commission expires: 1-31-21

Schedule A

Trademarks

1. STUFFIES U.S. Registration No. 4286271 dated February 5, 2013
Class 28 Goods: Stuffed and plush toys; Stuffed dolls and animals; Stuffed toy animals; Stuffed toys
2. IT'S WHAT'S INSIDE THAT COUNTS! U.S. Registration No. 4286272 dated February 5, 2013
Class 28: Stuffed and plush toys; Stuffed dolls and animals; Stuffed toy animals; Stuffed toys
3.  STUFFIES IT'S WHAT'S INSIDE THAT COUNTS! U.S. Registration No. 4333976 dated May 14, 2013
Class 28 Goods: Stuffed and plush toys; Stuffed dolls and animals; Stuffed toy animals; Stuffed toys
4.  STUFFIES & Design U.S. Registration No. 4447548 dated December 10, 2013
Class 28 Goods: Stuffed and plush toys; stuffed dolls and animals; stuffed toy animals; stuffed toys
5. STUFFIE U.S. Registration No. 4446833 dated December 10, 2013
Class 28 Goods: Stuffed and plush toys; stuffed dolls and animals; stuffed toy animals; stuffed toys
6. International Registration No. 1189157 for STUFFIES (designates China, EU and Japan)
Registration Date: November 22, 2013
Class 28 Goods: Stuffed and plush toys; Stuffed dolls and animals; Stuffed toy animals; Stuffed toys
7. Canada Registration TMA896375 for STUFFIES
Application Filing Date: November 15, 2013
Registration Date: February 12, 2015
Goods: Stuffed and plush toys; Stuffed dolls and animals; Stuffed toy animals; Stuffed toys
8. Brazil Application No. 840718616 for STUFFIES