

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632527

|   |  |                       |   |
|---|--|-----------------------|---|
| <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>                      |
| HC Holdings LLC   |  | 03/15/2021            | Limited Liability Company:<br>MINNESOTA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |   |
| <b>Name:</b>  | Zoomworks LLC                                      |                       |   |
| <b>Street Address:</b>  | 110 Cheshire Lane, Suite 200                       |                       |   |
| <b>City:</b>  | Minnetonka   |                       |   |
| <b>State/Country:</b>   | MINNESOTA  |                       |   |
| <b>Postal Code:</b>   | 55305  |                       |   |
| <b>Entity Type:</b>   | Limited Liability Company: MINNESOTA               |                       |   |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |   |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>   | 4698955  | STUFFIES              |   |
| <b>CORRESPONDENCE DATA</b>  |  |                       |   |
| <b>Fax Number:</b>  | 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> |  |                       |   |
| <b>Phone:</b>   | 612-321-2800                                       |                       |   |
| <b>Email:</b>   | mplsbrandsteam01@nortonrosefulbright.com           |                       |   |
| <b>Correspondent Name:</b>  | TIMOTHY M KENNY                                    |                       |   |
| <b>Address Line 1:</b>  | 98 San Jacinto Boulevard, Suite 1100               |                       |   |
| <b>Address Line 4:</b>  | Austin, TEXAS 78701                                |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Kerry R Thompson - Paralegal                       |                       |   |
| <b>SIGNATURE:</b>   | /Kerry R Thompson-P/                               |                       |   |
| <b>DATE SIGNED:</b>   | 03/17/2021   |                       |   |
| <b>Total Attachments: 4</b>   |  |                       |   |
| source=Trademark Assignment to Zoomworks - Stuffies 4698955#page1.tif   |  |                       |   |
| source=Trademark Assignment to Zoomworks - Stuffies 4698955#page2.tif   |  |                       |   |
| source=Trademark Assignment to Zoomworks - Stuffies 4698955#page3.tif   |  |                       |   |
| source=Trademark Assignment to Zoomworks - Stuffies 4698955#page4.tif   |  |                       |   |

OP \$40.00 4698955

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 15, 2021 (the "Effective Date"), by HC Holdings 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 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.

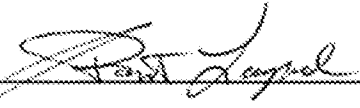
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

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.

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 

J. Brent Longval  
Name

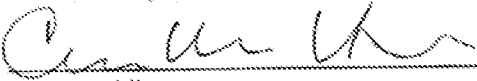
CFD  
Title

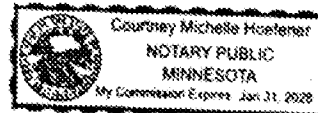
State of Minnesota  
County of Hennepin

On this 15<sup>th</sup> day of March 2021, 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.

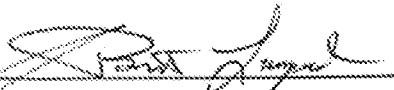
I certify under PENALTY OF PERJURY under the laws of the State of Minnesota that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public  
My commission expires: 01-31-2026



ASSIGNEE:  
ZOOMWORKS, LLC

BY 

J Brent Longval  
Name

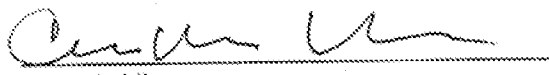
CFD  
Title

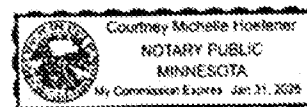
State of Minnesota  
County of Hennepin

On this 15<sup>th</sup> day of March 2021, 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.

  
Notary Public  
My commission expires: 01-31-2026



Schedule A

1. Stuffles Design Mark



U.S. Registration No. 4698955 dated March 10, 2015

Class 28 Stuffed and plush toys; Stuffed dolls and animals; Stuffed toy animals; Stuffed toys