

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM663210

<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>
Wonder Crew, LLC		02/10/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Imagine Holding Company, LLC		
<b>Street Address:</b>	150 S. El Camino Drive, Suite 100		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90212		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4810025	WONDER CREW	
<b>Registration Number:</b>	4856531	GO ANYWHERE. BE ANYTHING.	
<b>Registration Number:</b>	5122583	CREWMATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102299900		
<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>	3102290468		
<b>Email:</b>	mwnorman@Venable.com		
<b>Correspondent Name:</b>	Marjorie Witter Norman		
<b>Address Line 1:</b>	2049 Century Park East, Suite 2300		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Marjorie Witter Norman		
<b>SIGNATURE:</b>	/Marjorie Witter Norman/		
<b>DATE SIGNED:</b>	07/28/2021		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement (“**Assignment Agreement**”) is entered into as of February 10, 2021 (“**Effective Date**”) between Wonder Crew, LLC (“**Assignor**”) and Imagine Holding Company, LLC (“**Assignee**”) in connection with the transfer of intellectual property rights and privileges under that certain Asset Purchase Term Sheet between Assignor and Imagine Kids & Family, LLC (“**IKF**”), dated as of February 10, 2021 (the “**Agreement**”). Assignor and Assignee are each herein called a “**Party**” and together, the “**Parties**”, to this Assignment Agreement.

WHEREAS, Assignor and IKF entered into the Agreement in connection with the purchase of all rights (past, present and future) in and to all the Wonder Crew brand, characters and designs, including all intellectual property rights in connection therewith (“**Brand**”);

AND WHEREAS Assignor now wishes to assign and transfer all of the Brand related intellectual property owned and/or created by Assignor, including but not limited to any and all registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as “**Marks**”);

NOW THEREFOR, in consideration of the foregoing and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Assignment and Assumption:** Pursuant to this Assignment Agreement, Assignor hereby assigns, grants, transfers, and sets over all rights, title and interest in and to the following Marks to Assignee, including, without limitation, Assignor’s rights with respect to any and all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks, and all rights to sue for past, present and future infringement or misappropriations of the Marks. Assignee hereby assumes all of Assignor’s obligations and duties which Assignor has and had with respect to the Marks. The Parties agree that, promptly following their joint execution and delivery of this Assignment Agreement, Assignee shall assume all of Assignor’s rights with respect to the Marks. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Marks or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee’s use or ownership of the Marks.

(a) **List of Marks:**

- (i) “Wonder Crew”; Serial Number 86362895; Registration Number 4810025
- (ii) “Go Anywhere. Be Anything.”; Serial Number 86362920; Registration Number 4856531
- (iii) “Crewmate”; Serial Number 87039306; Registration Number 5122583

2. **Further Documents.** Assignee further agrees to execute any and all documents which the Assignor may deem necessary in connection with this assignment to and substitution of Assignee. Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee’s title to the Marks and any and all related federal and state trademark registrations and/or registration application rights. To the extent that Assignor is seeking to perfect the ownership of the Marks and Assignor’s ownership of the Marks has not been perfected by the Effective Date, Assignor agrees to promptly assign ownership of the Marks to Assignee, in accordance with the terms of this Assignment Agreement, as soon as such ownership has been perfected.

3. **Representations and Warranties.** Assignor represents and warrants to the Assignee that the Assignor is the legal and rightful owner of the Marks, has good and marketable title to and full legal right and authority to sell and transfer the same and that the Marks are free of all liens, claims, and encumbrances.

4. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date above first written.

WONDER CREW, LLC



Name: Laurel Wider  
Title: Founder

IMAGINE HOLDING COMPANY, LLC

DocuSigned by:  
Loni Rovner  
Name: Loni Rovner  
Title: EVP, Business & Legal Affairs

STATE OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(seal)