

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tinkergarten, Inc.		03/14/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Highlights for Children, Inc.		
Street Address:	1800 Watermark Dr		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4333783	TINKERGARTEN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	legal@highlights.com		
Correspondent Name:	Joseph Quigley		
Address Line 1:	1800 Watermark Dr		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	Tinkergarten Assignment		
NAME OF SUBMITTER:	Joseph Quigley		
SIGNATURE:	/Joseph Quigley/		
DATE SIGNED:	05/02/2023		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated as of March 14, 2023, is made by Tinkergarten, Inc., a Delaware corporation (“Seller”), in favor of Highlights for Children, Inc., an Ohio corporation (“Buyer”), the purchaser of certain assets of the Seller pursuant to an Asset Purchase Agreement between the Buyer and the Seller, dated as of the date hereof (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, as applicable.

NOW THEREFORE, the parties agree as follows:

Section 1.1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the registered trademarks set forth on Schedule 1 hereto (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the internet domain names (the “Domains”) and social media handles, tags, identifiers and accounts set forth on Schedule 1;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 1.2. Recordation and Further Actions.

(a) Seller hereby authorizes the Director/Commissioner for Trademarks in the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Buyer, its successors, assigns or legal representatives in accordance with the terms of this instrument.

(b) Seller shall timely execute, or cause those under its direct or indirect control to execute, any and all papers and/or documents that may be reasonably necessary to effectuate the assignment, transfer, prosecution or enforcement of the Domains. Seller shall release and transfer possession and control of the Domains to Buyer by initiating the transfer with the current registrar of each Domain and performing, following or cooperating with Buyer on all procedures and actions specified by

each registrar. Seller hereby authorizes each such registrar to transfer the ownership and control of the Domains to Buyer.

(c) Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

Section 1.3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but 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.

Section 1.4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

Section 1.5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 1.6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Section 1.7. Amendment; Waiver. This Assignment may be altered, amended or modified in whole or in part at any time only by a writing signed by the parties. No waiver of any of the provisions of this Assignment shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure or delay by any party in exercising any right, power or privilege under this Assignment shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No waiver shall be binding unless executed in writing by the party making the waiver, with such writing specifically referring to the term so waived and explicitly making such waiver.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

TINKERGARTEN, INC.

DocuSigned by:
Brian Fitzgerald
By: _____
Name: Brian Fitzgerald
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

BUYER:

HIGHLIGHTS FOR CHILDREN, INC.

DocuSigned by:
Kent Johnson
By: _____
Name: Kent Johnson
Title: President and Chief Executive Officer

Schedule 1
Assigned IP

Trademarks

Trademarks:

- Tinkergarten (Word Mark)

Registration No. 4,333,783 Registered May 14, 2013

Domain Names

In use:

<u>Domain</u>	<u>Name of Registrant</u>
Tinkergarten.com	Tinkergarten, Inc.

Not in use:

<u>Domain</u>	<u>Name of Registrant</u>
Tinkergarten.org	Tinkergarten, Inc.
Bigtinker.com	Tinkergarten, Inc.
Tinkergarten.org	Tinkergarten, Inc.
Tinkergarten.com	Tinkergarten, Inc.

Social Media Accounts

- Facebook Tinkergarten – <https://www.facebook.com/tinkergarten>
- Instagram Tinkergarten - <https://www.instagram.com/tinkergarten>
- Pinterest Tinkergarten - <https://www.pinterest.com/tinkergarten>
- Twitter Tinkergarten - <https://www.twitter.com/tinkergarten>
- TikTok Tinkergarten - <https://www.tiktok.com/@tinkergarten>
- LinkedIn Tinkergarten - <https://www.linkedin.com/tinkergarten>