

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: TM1209487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flaghouse, LLC		01/19/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Company Name:	School Specialty, LLC		
Street Address:	W6316 Design Drive		
City:	Greenville		
State/Country:	WISCONSIN		
Postal Code:	54942		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2333293	FLAGHOUSE	
Registration Number:	2391373	FLAGHOUSE	
Registration Number:	2333294	FLAGHOUSE	
Registration Number:	4495044	GO SLOW WHOA	
Registration Number:	4109431	GO SLOW WHOA	
Registration Number:	4590414	GO SLOW WHOA	
Registration Number:	4109422	GO SLOW WHOA	
Registration Number:	5340188	HALEY'S JOY	
Registration Number:	2613721	KIDNASTICS	
Registration Number:	5053775	THERAGYM	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<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:	4142733500		
Email:	emcguire@gklaw.com		
Correspondent Name:	Elizabeth McGuire		
Address Line 1:	833 E. Michigan Street, Suite 1800		
Address Line 4:	Milwaukee, WISCONSIN 53202-5615		

CH \$265.00.00 75736958

ATTORNEY DOCKET NUMBER:	009316.2003
NAME OF SUBMITTER:	ELIZABETH MC GUIRE
SIGNATURE:	ELIZABETH MC GUIRE
DATE SIGNED:	05/03/2024

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the “Assignment”) is entered into as of May 2, 2024, by and between Flaghouse, LLC., a New York limited liability company (the “Assignor”), and School Specialty, LLC, a Delaware limited liability company (the “Assignee”). Assignor and Assignee are collectively referred to herein as the parties.

RECITALS

WHEREAS, as a result of the transactions in and contemplated by that certain Membership Interest Purchase Agreement (“MIPA”) dated January 19, 2023, Assignor is a wholly owned subsidiary of Assignee;

WHEREAS, the parties have agreed to enter into this Assignment pursuant to which Assignor contributes, transfers, conveys, assigns and delivers to and vests in Assignee all powers and rights with respect to all of the Assignor’s rights, title, and interests in and to the patent and the trademark applications and registrations identified in the attached **Exhibit A**, including any related common law rights and associated goodwill (the “Transferred Intellectual Property”), and pursuant to which Assignee acquires and accepts the Transferred Intellectual Property from Assignor.

NOW, THEREFORE, for the consideration of ten dollars (\$10.00), the consideration in the MIPA, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably contributes, transfers, conveys, assigns and delivers to Assignee and its successors and assigns all of Assignor’s right, title and interest in and to the Transferred Intellectual Property, including the goodwill associated therewith, and all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect to, all claims causes of action (whether in law or equity) and rights to recover past, present and future damages by reason of infringement, violation, misappropriation and/or other improper, unlawful and/or unfair use or disclosure of any of the foregoing (including the right to sue, counterclaim and collect damages therefor); all for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns and legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, for the full term and to the full extent of all such rights, and in all countries throughout the world wherein Assignor owns, possesses, or controls such rights. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Assignor has in any of the foregoing, Assignor hereby irrevocably waives, to the extent permitted by applicable law, those rights as to Assignee, and Assignee’s licensees, successors and assigns.

2. Recordation. Assignor hereby authorizes and requests the representative(s) of any applicable government authority (e.g., the Commissioner of Trademarks and Commission of Patents for the United States of America), to record and register this Assignment, to record and register Assignee as the owner of the Transferred Intellectual Property and to issue any and all registrations, including renewals thereof, in the name of the Assignee. Assignor agrees to take all actions as may be reasonably requested by Assignee to record the Assignee as the owner of the

Transferred Intellectual Property and to effectuate, evidence, or perfect the transfer of Transferred Intellectual Property to the Assignee, including without limitation the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents. Assignor will not execute any writing or do any act conflicting with this Assignment.

3. Binding Effect. The Transferred Intellectual Property is hereby contributed, transferred, conveyed, assigned and delivered to Assignee, its successors and assigns, for its and their own use and benefit, forever. It is understood that any finding of invalidity of one assignment as effected hereby will not affect the assignment of other Transferred Intellectual Property.

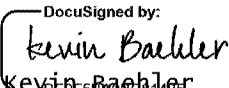
4. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law.

5. Counterparts. This Assignment may be executed and delivered in any number of counterparts, including by means of facsimile, email in Portable Document Format or other electronic transmission, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreements.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

FLAGHOUSE, LLC

By:  _____
Name: Kevin Baehler
Title: CFO

ASSIGNEE:

SCHOOL SPECIALTY, LLC

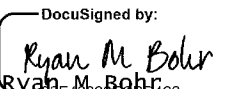


By:  _____
Name: Ryan M. Bohr
Title: President & CEO

EXHIBIT A**Patents:**

U.S. Patent No. 8,182,356

Trademarks:

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
FLAGHOUSE	Canada	Registered	1,021,422	07/07/1999	TMA539953	01/19/2001
FLAGHOUSE	Mexico	Registered	0421177	04/14/2000	692344	03/30/2001
FLAGHOUSE	U.S.	Registered	75736958	06/25/1999	2333293	03/21/2000
FLAGHOUSE	U.S.	Registered	75736973	06/25/1999	2391373	10/03/2000
FLAGHOUSE	U.S.	Registered	75736972	06/25/1999	2333294	03/21/2000
GO SLOW WHOA	U.S.	Registered	77744392	05/26/2009	4495044	03/11/2014
GO SLOW WHOA	U.S.	Registered	77982874	05/26/2009	4109431	03/06/2012
GO SLOW WHOA	Canada	Registered	1,460,745	11/26/2009	TMA908,960	07/20/2015
GO SLOW WHOA & Design 	U.S.	Registered	77744402	05/26/2009	4590414	08/19/2014

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
GO SLOW WHOA & Design 	U.S.	Registered	77982775	05/26/2009	4109422	03/06/2012
HALEY'S JOY	Canada	Registered	1,837,456	05/12/2017	TMA1,010,018	11/29/2018
HALEY'S JOY	Europe	Registered	016683955	05/05/2017	016683955	08/22/2017
HALEY'S JOY	United Kingdom	Registered	016683955	05/05/2017	UK00916683955	08/22/2017
HALEY'S JOY	U.S.	Registered	87430500	04/28/2017	5340188	11/21/2017
KIDNASTICS & Design 	U.S.	Registered	75813843	10/04/1999	2613721	09/03/2002
THERAGYM	Canada	Registered	1,749,903	10/09/2015	TMA951,639	10/06/2016
THERAGYM	Europe	Registered	014533384	09/04/2015	014533384	03/10/2016
THERAGYM	Int'l Registration - Madrid Protocol Only	Registered	A0057013	03/02/2016	1313547	03/02/2016
THERAGYM	Russian Federation	Registered	A0057013	03/02/2016	1313547	07/14/2017
THERAGYM	Switzerland	Registered	A0057013	03/02/2016	1313547	08/03/2017
THERAGYM	Ukraine	Registered	A0057013	03/02/2016	1313547	09/27/2017

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
THERAGYM	United Kingdom	Registered	014533384	09/04/2015	UK00914533384	03/10/2016
THERAGYM	U.S.	Registered	86913451	02/19/2016	5053775	10/04/2016