503340551 06/08/2015 PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY					
			Name	Execution Date	
Charles M. Hengel				01/18/2012	
Bryan Stave				01/18/2012	
Art Brown				01/18/2012	
RECEIVING PARTY I	DATA				
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City:	MINNE	MINNETONKA			
State/Country:	MINNE	MINNESOTA			
Postal Code:	55305	55305			
Property Type Application Number: 299		2952	Number 3501		
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NAME OF SUBMITTER:			JUDITH A. WITZEL		
SIGNATURE:			/Judith A. Witzel/		
DATE SIGNED:			06/08/2015		
Total Attachments: 5					
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> PATENT REEL: 035856 FRAME: 0952

ASSIGNMENT

WHEREAS, We, Charles M. Hengel, residing at 3005 Maplewood Road, Woodland, MN 55391, and Bryan Stave, residing at 7601 Bush Lake Drive, Bloomington, MN 55438, and Art Brown, residing at 10551 Greenbrier Road #324, Minnetonka, MN 55305, made certain new and useful inventions and improvements which are described in an application for U.S. Letters Patent on January 13, 2012, which application was assigned U.S. patent application serial number 29/410,952, and is entitled <u>PLUSH TOY</u>;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned do hereby:

SELL, ASSIGN AND TRANSFER to <u>Marketing Architects</u> (the "Assignee"), a corporation of the State of <u>Minnesota</u>, having a place of business at <u>110 Cheshire LN #200</u>. <u>Minnetonka, MN 55305-1041</u>, the entire right, title and interest for the United States and all foreign countries in and to: any and all inventions and improvements which are disclosed in the identified application for U.S. Letters Patent, and which may be further identified below; such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries on any of such inventions and/or improvements (including any applications for utility models); all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such inventions and/or improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and to claim priority based on the identified application;

AUTHORIZE AND REQUEST that any attorney associated with U.S. PTO Customer No. 21186 may (directly or through his/her designee) delete, insert, or alter any information identifying this application, or any related application, below, after execution of this Assignment;

Additional Application Information

No Provisional claim for priority is being made at this time.

No U.S. Non-Provisional claim for priority is being made at this time.

No International or foreign claim for priority is being made at this time.

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

PATENT REEL: 035856 FRAME: 0953 WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and/or property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the undersigned will (1) execute all provisional, non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers; (3) communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for such improvements; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such improvements in the Assignee, or for securing, maintaining and enforcing proper patent protection for such improvements;

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned, and is to extend to the benefit of the successors, assigns and nominees of the Assignee.

AGREED as of the date of my signature below:

ASSIGNMENT Assignors: Charles M. Hengel et al. Title: PLUSH TOY Page 3 of 5	Discket No: 3573.004(38) Secial Number: 29/410,952
IN TESTIMONY WHEREOF, I have hereund	Aset my hand this 18^{-1} day of
Janssery 2012.	L.
3	Charles M. Hengel
STATE OF Maneacotco	
)85	
COUNTY OF Hanepin)	

On this <u>VB</u> day of <u>Screwcorr</u>, 20 <u>12</u> before me personally appeared <u>Charles M. Hengel</u>, to me known and known to the to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

COUNTREY MORELLE NORFENER NOTANY PUBLIC - MININESON Ny Commission County Ann. 21, 2011	Notary Public
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IN TESTIMONY WHEREOF, I have hereunto set my hand this 18 day of
Bryan Stave
STATE OF Minore Suptantion
)\$8
COUNTY OF 1-Konepin)
On this $\underline{12}$ day of $\underline{52}$, 2012 , before me personally appeared Bryan Slave , to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

> PATENT REEL: 035856 FRAME: 0956

ASSIGNMENT Assignors: Charles M. Hengel et al. Tide: PLUSH TOY Page 5 of 5

IN TESTIMONY WHERE	SOF, I have bereunto set my hand this $\underline{12}$ day of
internetion 2012	
2	
	An Brown
STATE OF Minnesscher	
)88
COUNTY OF Henry pin)

On this $\underline{12}$ day of $\underline{\bigcirc}$, 20 $\underline{\bigcirc}$ before me personally appeared Art Brown, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

COUNTINEY MORELLE ROOFDER NOTARY PLIELC- MININESOTA Ny Commune Explore Jan. 31, 2019

Notary Public

PATENT REEL: 035856 FRAME: 0957

RECORDED: 06/08/2015