TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM440583

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PlayMonster LLC	FORMERLY Patch Products, Inc. and Patch Products, LLC	08/24/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Good Marketing Inc.	
Street Address:	2043 Random Rd	
Internal Address:	Suite 07	
City:	Cleveland	
State/Country:	OHIO	
Postal Code:	44106	
Entity Type:	Corporation: OHIO	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4492100	ODD JOBS

CORRESPONDENCE DATA

Fax Number: 6083626896

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.

414 313-9666 Phone:

Email: paulk@playmonster.com

Paul E Kritzer **Correspondent Name:**

Address Line 1: 1400 E Inman Pkwy

Address Line 4: Beloit, WISCONSIN 53511

NAME OF SUBMITTER: Paul E Kritzer SIGNATURE: /Paul E Kritzer/ **DATE SIGNED:** 08/24/2017

Total Attachments: 2

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> **TRADEMARK** REEL: 006137 FRAME: 0636

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of August 24, 2017 (the "Effective Date") by PlayMonster, LLC, a Delaware limited liability company (the "Assignor"), for the benefit of Good Marketing, Inc., an Ohio corporation (the "Assignee").

WHEREAS, the Assignor has agreed to convey, transfer, assign and deliver to the Assignee all of the Assignor's right, title and interest in and to the following trademark registration, together with the goodwill of the business associated therewith (the "Mark"): **ODD JOBS** (US PTO registration # **4,492,100**, dated March 4, 2014, classification 028, "Parlor Game")

NOW, THEREFORE, in consideration of the agreement between the parties to make this Assignment, for which the receipt and sufficiency of consideration is hereby acknowledged, the parties agrees as follows:

- 1. The Assignor hereby irrevocably assigns to the Assignee: (a) all of the Assignor's right, title, and interest in and to the Mark, together with the goodwill associated therewith; (b) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Mark, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; (c) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Mark, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to record and perfect the rights granted herein. Notwithstanding anything in the foregoing to the contrary, Assignee hereby agrees that Assignor shall have the right to assert that Assignor was the owner of the Mark, and that Assignor retains all defenses and counterclaims with respect to the period prior to the Closing in connection with conducting any defense (including making counterclaims) in respect of any third party claims made against Assignor arising from or related to the Mark.
- 2. The Assignor authorized and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Mark.
- 3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 4. No provision of this Agreement is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.
- 5. The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Mark are incorporated herein

TRADEMARK REEL: 006137 FRAME: 0637 by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the ODD JOB Licensing Agreement between the parties 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 Licensing Agreement and the terms hereof, the terms of the Licensing Agreement shall govern.

- 6. As this assignment was mandated at this time by the Odd Jobs Licensing Agreement, no consideration will pass between the parties pursuant to this activity
- This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

ASSIGNOR: PLAYMONSTER, LLC Name: Domenic J. Grisanzio Title: Vice President & Chief Financial Officer

STATE OF WISCONSIN)
) SWORN STATEMENT
ROCK COUNTY)

The foregoing instrument was signed and acknowledged before me on this 24th day of August, 2017, by Domenic J. Grisanzio, the Vice President and Chief Financial Officer of PlayMonster, LLC, an officer, on behalf of said company. He is personally known to me.

Paul E. Kritzer

Notary Public, State of Wisconsin My commission is permanent.

Copy: Bruce M. Good, CEO

Good Marketing, Inc., 2043 Random Rd, Cleveland, OH 44106

TRADEMARK **REEL: 006137 FRAME: 0638**

RECORDED: 08/24/2017