

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kid Group LLC		12/14/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PlayMonster LLC		
Street Address:	1400 E Inman Pkwy		
City:	Beloit		
State/Country:	WISCONSIN		
Postal Code:	53511		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4793055	HYPER DASH	
CORRESPONDENCE DATA			
Fax Number:	6083628178		
<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:	414 313-9666		
Email:	paulk@playmonster.com		
Correspondent Name:	Paul Kritzer		
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:	07/05/2017		
Total Attachments: 3			
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TRADEMARK CONSENT AGREEMENT

This Trademark Consent Agreement (the “Agreement”) is hereby executed by and between Kid Group, LLC, a California limited liability company with its principal place of business at 58 Second Street, 5th Floor, San Francisco, CA 94415 (“Licensor”), and PlayMonster, LLC, a Delaware limited liability company with its principal place of business at 1400 East Inman Parkway, Beloit, WI 3511 (“Licensee”), on the following terms and conditions.

Recitals

Whereas, Licensor and Licensee executed a License Agreement, dated October 1, 2016 (the “License Agreement”), whereby Licensor granted a license to Licensee to manufacture, market, sell and distribute a game to be known as “Ultra Dash” throughout the world for a term of thirty-nine (39) months with renewal for additional terms subject to the fulfillment of stated sales targets.

Whereas, Licensor is the sole and exclusive owner of all title, right and interest in the intellectual property known as “Ultra Dash”, which is the subject of the License Agreement;

Whereas, Licensor is the sole and exclusive owner of all title, right and interest in the intellectual property known as “Hyper Dash®”, including registered trademark number 4,793,055, issued August 18, 2015;

Whereas, the Licensor and Licensee agree that the “Ultra Dash” product will be similar to “Hyper Dash®” except for the name change and some packaging differences for marketing and branding purposes;

Whereas, the License Agreement provides, at §3, that Licensor has acknowledged Licensee’s right to apply for a U.S. trademark registration for “Ultra Dash” and that Licensor is aware that Licensee has submitted a trademark application to the Trademark Office for “Ultra Dash”:

“3. Trademark. It is acknowledged that Licensor has a common law right of trademark in the Work, which it hereby licenses to Licensee for Licensee’s exclusive use for the duration of the Agreement. Licensor agrees that Licensee in its discretion may change the trademark design, wording and packaging design for the Work in its sole discretion for manufacturing, marketing or sales purposes. As the Licensee, PlayMonster is entitled to apply to the U.S. Trademark Office, at its sole expense, for trademark registration of the product name and/or trademark design for the Works in its name, and it made such an application on July 15, 2016 (application #87,105,124). (Emphasis supplied);

Whereas, Licensee applied for a trademark registration for “Ultra Dash” on July 15, 2015, Serial Number 87,105,124, as an “Intent to Use” application;

Whereas, the Trademark Office, on October 17, 2016, issued an “Office Action” in which it refused to grant registration to #87,105,124 because it was “confusingly similar” to the mark in U.S. Registration No. 4,793,055, and

Whereas, the purpose of this Agreement is to apprise the Trademark Office that Licensor and Licensee have executed the License Agreement for “Ultra Dash”, that Licensor is fully aware of Licensee’s application for trademark registration for “Ultra Dash”, the Licensor accepts and consents to Licensee using “Ultra Dash” as a brand name and mark for this particular product (even if “Ultra Dash” may appear to be “confusingly similar” to Licensor’s “Hyper Dash®” for some consumers), and that Licensor supports and encourages Licensee to maximize its sales efforts and profitability for the “Ultra Dash” product.

Therefore, it is Agreed:

1. Consent by Licensor. Licensor hereby reiterates its consent to Licensee to use the “Ultra Dash” mark without limitation. Licensor acknowledges and recognizes that “Ultra Dash” may be “confusingly similar” to the trademark it owns for “Hyper Dash®”. Licensor further acknowledges and recognizes that the products known as “Hyper Dash®” and “Ultra Dash” may be similar in appearance, commercial impression, relatedness of goods and similarity of trade channels and that consumer may recognize that “Ultra Dash” is essentially a rebranding and refreshing of the “Hyper Dash®” mark for marketing and sales purposes.
2. No Consumer Confusion. Licensor and Licensee acknowledge that there may be some initial consumer confusion between the “Hyper Dash” and “Ultra Dash” brands, and that is intentional, but it is expected that the re-branded “Ultra Dash” mark will supersede and replace the “Hyper Dash” mark in the minds of most consumers on a timely basis.
3. No Contest Against Licensee’s Use of Trademark. Licensor agrees that it shall not contest Licensee’s use of “Ultra Dash” as a brand name or mark during the duration of the License Agreement.
4. Cooperation to Resolve any Situations. Licensor and Licensee agree that all differences or disputes shall be promptly resolved pursuant to the terms and conditions stated in the License Agreement.
5. Cooperation in Filing Documents with the Trademark Office. Licensor agrees that it will cooperate, at Licensee’s request, with any document filings Licensee desires to make with the Trademark Office.
6. Licensor’s Intellectual Property Right has Priority. Licensee acknowledges that Licensor’s Intellectual Property Right in the mark, as stated in the License Agreement, has priority over Licensee. Upon termination of the License Agreement,

as stated in §3, "PlayMonster will assign and transfer all rights in any trademarks related to the Licensed Product to Licensor."

7. Restrictions on Use or Scope of Branded Products and Trademark. Under the terms of the License Agreement, PlayMonster has been granted the "the sole and exclusive right, privilege and license to use the Licensed Property in connection with the creation, manufacture, offering for sale, sale, advertising, promotion, shipment and distribution of any products or services in any media now known or hereafter developed ... [and] may change, in its sole discretion, the format, rules, components and esthetics (trade dress) of the Licensed Product."

Effective upon the execution of the second signature below.

LICENSOR
KID GROUP, LLC

/s/ **Bob Wann**
Bob Wann
CEO
Date: December 14, 2016

LICENSEE
PLAYMONSTER, LLC

/s/ Gary Levenberg
Gary Levenberg
CEO
Date: December __, 2016