

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wobbleworks LLC		09/19/2013	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Wobbleworks Inc.		
Street Address:	10 Tyler Street		
City:	Somerville		
State/Country:	MASSACHUSETTS		
Postal Code:	02143		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85860660	3DOODLER	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9498510633		
Email:	OCIPDocketing@mwe.com		
Correspondent Name:	Lynne Boisineau, McDermott, Will & Emery		
Address Line 1:	4 Park Plaza, Suite 1700		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	092749-0015		
NAME OF SUBMITTER:	Lynne M.J. Boisineau		
Signature:	/lynne m.j. boisineau/		

Date:

10/04/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Assignment*"), dated September 19, 2013, is entered into by and between Wobbleworks LLC, a Massachusetts Limited Liability Company ("*Assignor*"), with a principal place of business at 10 Tyler Street Somerville, Massachusetts 02143, and Wobbleworks Inc., a Delaware Corporation ("*Assignee*"), with a principal place of business at 10 Tyler Street Somerville, Massachusetts 02143, each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Assignor is the owner of the common law trademarks, registered trademarks, applications to register trademarks, intent-to-use applications and other registrations or applications related to trademarks listed on Schedule 1, attached hereto (the "*Assigned Marks*"); and

WHEREAS, Assignee, the successor of Assignor's ongoing and existing business, or portion thereof, to which the trademarks pertain, is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

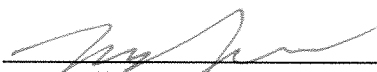
Section 1. Assignment. In connection with the conveyance of those business assets to which the trademarks pertain, Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America, and in all countries and jurisdictions of the world, in, to and under the Assigned Marks and any other common law trademarks, together with the goodwill of the business symbolized by said Assigned Marks and any other common law trademarks, and applications and registrations thereof, any renewal rights therein, that portion of the business which is ongoing and existing to which the trademarks pertain, and the exclusive right to enforce the Assigned Marks in the United States and throughout the world in the sole name of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this

Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

IN WITNESS WHEREOF, Assignor hereto, intending to be legally bound thereby, has executed this Assignment by its duly respective officer as of the date first written above.

WOBBLEWORKS LLC

By: 

Maxwell Croft Bogue
Co-Founder and CEO

SCHEDULE 1

Trademark Applications

<i>Mark</i>	<i>Country</i>	<i>Application No.</i>	<i>Class(es)</i>	<i>Application Filing Date</i>
3DOODLER	US	85860660	16	February 26, 2013
3DOODLER	Argentina	3.272.331	16	August 23, 2013
3DOODLER	Brazil	840612885	16	August 14, 2013
3DOODLER	Canada	1639694	—	August 14, 2013
3DOODLER	China	Unknown	16	August 14, 2013
3DOODLER	European Community	012068201	16	August 14, 2013
3DOODLER	Hong Kong	302706705	16	August 16, 2013
3DOODLER	India	2583358	16	August 14, 2013
3DOODLER	Japan	2013-65672	16	August 23, 2013
3DOODLER	Mexico	1404001	16	August 16, 2013