

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665990

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900627959

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kangaroo Manufacturing, Inc.		02/15/2019	Corporation:

RECEIVING PARTY DATA

Name:	Benjamin Joseph Ligeri
Street Address:	39 Wheaton Ave
City:	Rehoboth
State/Country:	MASSACHUSETTS
Postal Code:	02769
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4897428	KANGAROO
Registration Number:	5474531	KANGAROO
Registration Number:	5132989	KANGAROO
Registration Number:	5132990	KANGAROO MANUFACTURING
Registration Number:	4980760	KANGAROO MANUFACTURING
Registration Number:	4936937	KANGAROO MANUFACTURING
Registration Number:	5004070	LIL' SPROUTS
Registration Number:	4969574	LIL' SPROUTS
Registration Number:	5263260	MR. KITCHEN
Serial Number:	86717445	EMOJIUNIVERSE
Serial Number:	87586926	COUNTERFEIT BLONDE
Registration Number:	5437444	ULTRA-GLOW SUPER STARS
Registration Number:	5433422	ILLUMAGLOW 2.0
Registration Number:	5629199	RESCUE GUARD

CORRESPONDENCE DATA

Fax Number: 6036688567

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.

TRADEMARK

Phone: 603-668-1400
Email: tsullivan@hayes-soloway.com
Correspondent Name: Todd A. Sullivan
Address Line 1: 175 Canal Street
Address Line 4: Manchester, NEW HAMPSHIRE 03101

ATTORNEY DOCKET NUMBER: DUNBAR 21.02

NAME OF SUBMITTER: Todd A. Sullivan

SIGNATURE: /Todd A. Sullivan/

DATE SIGNED: 08/09/2021

Total Attachments: 17

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**TRADEMARK, UPC AND DOMAIN NAME ASSIGNMENT & TRANSFER
AGREEMENT**

THIS TRADEMARK ASSIGNMENT & RESELLER AGREEMENT is between Kangaroo Manufacturing, Inc. (the "Assignor") and Benjamin Joseph Ligeri (the "Assignee").

WHEREAS, the Assignor is the owner of various U.S. and internationally registered trademarks (the "Marks") and Universal Product Codes ("UPCs").

WHEREAS, the Assignor wishes to transfer and assign to the Assignee all of its interest in the Marks, UPCs and associated domain names, and the Assignee wishes to acquire all of the Assignor's interest in the Marks, UPCs and associated domain names.

Based on the foregoing, the parties agree as follows:

1. **Assignment of The Marks & UPCs.** The Assignor assigns to the Assignee, and the Assignee accepts the assignment of, all of the Assignor's interest in the following: (a) the Marks and UPCs listed in Exhibit "A"; (b) the domain names identified in Exhibit "A"; (c) any trademarks, service marks, domain names or other source identifier that is a derivative of or is confusingly similar to the Marks; (d) all of the exclusive rights granted to the owner of a trademark under United States law or in any jurisdiction where any of the Marks are or may be registered; (e) the registrations and applications for registration of each Mark, and any renewals or extensions of those; (f) all goodwill in, to, and associated with the Marks, including UPCs for products sold under the Marks; (g) the right to register and/or otherwise file for protection of any of the Marks in any jurisdiction; (h) all income, royalties, and damages due to the Assignor with respect to the Marks, including damages and payments for past or future infringements and misappropriations of the Marks; and, (i) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

2. **Consideration.** The Assignee shall pay to the Assignor a flat fee of 45,000.00 as full payment for all rights granted under this agreement. The Assignee shall complete this payment no later than 10/30/2019.

3. **Recordation.** Within 5 (five) days of execution of this agreement, the parties shall sign the Form of Trademark Assignment attached hereto as Exhibit "B." The Assignee is solely responsible for the filing and recording of the Form of Trademark Assignment with any appropriate trademark office in any applicable jurisdiction and paying any fees associated with the transfer of the Works. The Assignor also agrees to: (a) sign any additional papers, including any separate assignments of the Marks, reasonably necessary to allow the Assignee to file and record the assignment in the United States or in any other jurisdiction; (b) do all other lawful acts reasonably necessary to allow the Assignee to record and file the assignment in the United States or in any other jurisdiction; and (c) sign all papers reasonable and necessary for Assignee to obtain or renew any trademark protection available on any of the Marks.

4. **Transfer of UPCs & Domain Names.** Assignor will transfer to Assignee the UPCs set forth in Exhibit "A" by providing appropriate notifications and executing documents

with the UPC management authorities, including, but not limited to, GS1-US, within fifteen (15) days after execution of this agreement. Assignor will also cooperate with Assignee to transfer to and re-register the domain names with Assignee. Assignee agrees to be responsible for all fees associated the assignment and transfer of the UPCs and domain names, if any.

5. **Assignor's Representations.** Assignor represents to the Assignee that: (a) the Assignor is the sole owner of all interests in the Marks, the UPCs and domain names identified in Exhibit "A"; (b) the Assignor has not transferred, licensed, pledged, or otherwise encumbered any of the Marks, UPCs and/or domain names identified in Exhibit "A"; (c) the Assignor is not aware of any violation, infringement of industrial property rights, misappropriation of any third party's rights or any claims of rights (including existing intellectual property rights, rights of privacy, or any other rights) by the Marks and/or domain names; (d) the Assignor is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this agreement; and, (e) that there are no pending cases before any court or national authorities which may adversely affect the Marks, UPCs or domain names. The Assignor does not make any further representations, guarantees or warranties, of any kind, with respect to the Marks, domain names or UPCs.

6. **Governing Law, Jurisdiction & Venue.** The laws of the state of Florida govern this agreement. Both parties consent to the personal jurisdiction of the state and federal courts of Manatee County, Florida.

7. **Amendments.** No amendment to this assignment will be effective unless it is in writing and signed by both parties.

8. **Assignment & Delegation.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this section. Similarly, neither party may delegate any performance under this assignment, except with the prior written consent of the other party. Any purported assignment and/or delegation made in violation of this section is void.

9. **Counterparts & Electronic Signatures.** The parties may execute this assignment in any number of counterparts; each of which is an original but all of which constitute one and the same instrument. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, e-mail, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

10. **Severability.** If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal or unenforceable in an respect, that invalidity, illegality or unenforceability will not affect any other provision of this agreement, but this agreement will be construed as if those invalid, illegal or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change as to cause completion of the transactions contemplated by this assignment to unreasonable.

11. **Notices.** Each party giving or making any notice, request, demand or other communication required or permitted by this agreement shall give that notice in writing and use

one of the following types of delivery, each of which is writing for purposes of this agreement; personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile or email. A party shall address notices under this section to a party at the following addresses:

If to the Assignor:

Justin Ligeri
8 Spruce St Apt 7TT
New York, NY 10039

If to the Assignee:

Ben Ligeri
39 Vernon Ave
Rochester, MA 02769

12. **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

13. **Entire Agreement.** This assignment constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter hereof. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this assignment are expressly merged into and superseded this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this assignment's effectiveness.

14. **Headings.** The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this assignment's construction or interpretation.

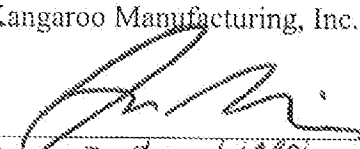
15. **Effectiveness.** This assignment will become effective when all parties have signed it. The date this assignment is signed by the last party to sign it (as indicated by the date associated with the party's signature) will be deemed the date of this agreement.

16. **Necessary Acts; Further Assurances.** Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

Agreed to and executed by Assignor on this 15 day of Feb, 2019

ASSIGNOR:

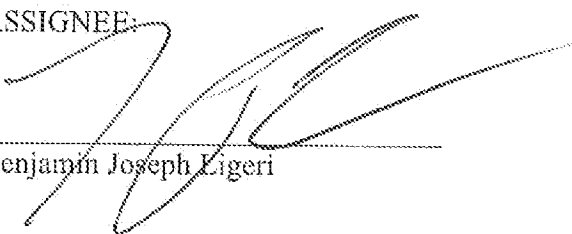
Kangaroo Manufacturing, Inc.


By: Justin Ligeri

Its: owner

Agreed to and executed by Assignee on this 15 day of Feb, 2019.

ASSIGNEE:


Benjamin Joseph Ligeri

List of Trademarks, UPCs and Domain Names Subject to Trademark, UPC and Domain Name Assignment & Transfer Agreement

1. Trademarks

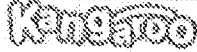
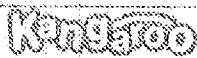
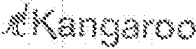

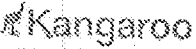

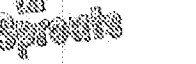
Mark	Country	Filing Date/ Reg. Date	Ser. No./ Reg. No.	Notes
	US	01/21/2015 02/09/2016	86510386 4897428	Class 28: Novelty toy item in the nature of artificial slime; Kits consisting primarily of soft sculpture toys; Kits consisting primarily of children's multiple activity toys; Kits consisting of toy modeling compound and related toy accessories; Soft sculpture toys; and Toy putty
KANGAROO	US	10/03/2017/ 05/22/2018	87632519/ 5474531	Class 5: Adhesive bandages Class 7: Gumball machines Class 16: Holiday ornaments, namely, molded plastic Easter eggs Class 25: Headgear, namely, costume hats sold through costume apparel specialty stores or costume specialty sections of online retailers Class 28: Inflatable pool toys; Inflatable float mattresses or pads for recreational use; Amusement products, namely, inflatable balls; inflatable float hammocks for recreational use in water; Inflatable mattresses for recreational use; inflatable ride-on toys; Inflatable toys; Sand toys; Bath toys; Children's multiple activity toys; Molded toy figures; Novelty toy items in the nature of plush emoji heads, bumpy rings, and costume jewelry; Plush toys; Soft sculpture plush toys; Squeezable squeaking toys; Stuffed toy animals; Talking toys; Toy and novelty face masks; Toy bakeware and cookware; Toy balloons; Toy brooches; Toy building blocks; Toy candy dispensers; Toy foam novelty items, namely, foam fingers and hands; Toy jewelry; Toys, namely, children's dress-up accessories; Toys; Balloons; Board games; Trampolines; Golf balls; Balls

Exhibit "A"

				for sports; Table tennis balls; Electronic novelty toys, namely, toys that electronically record, play back, and distort or manipulate voices and sounds; Yo-yos; Toy whistles; Paper airplanes; With respect to all of the foregoing, specifically excluding any in the form of a kangaroo Class 30: Gumballs; Candy; Lollipops; Chocolate candies; Chewing gum; Gummy candies
	US	06/20/2016/ 01/31/2017	87077842/ 5132989	Class 5: Adhesive bandages Class 7: Gumball machines Class 16: Stickers; Ink pads; Children's arts and crafts paper kits; Arts and craft paint kits; Arts and craft clay kits Class 20: Holiday ornaments, namely, molded plastic Easter eggs Class 25: Headgear, namely, costume hats sold through costume apparel specialty stores or costume specialty sections of online retailers Class 28: Inflatable pool toys; inflatable float mattresses or pads for recreational use; Amusement products, namely, inflatable balls; Inflatable float hammocks for recreational use in water; inflatable mattresses for recreational use; inflatable ride-on toys; inflatable toys; Sand toys; Bath toys; Children's multiple activity toys; Molded toy figures; Novelty toy items in the nature of plush emoji heads, bumpy rings, and costume jewelry; Plush toys; Soft sculpture plush toys; Squeezable squeaking toys; Stuffed toy animals; Talking toys; Toy and novelty face masks; Toy bakeware and cookware; Toy balloons; Toy brooches; Toy building blocks; Toy candy dispensers; Toy foam novelty items, namely, foam fingers and hands; Toy jewelry; Toys, namely, children's dress-up accessories; Toys; Balloons; Board games; Trampolines; Golf balls; Balls for sports; Table tennis balls; Electronic novelty toys, namely, toys that electronically record, play back, and distort or manipulate voices and

				sounds; Yo-yos; Toy whistles; Paper airplanes Class 30: Gumballs; Candy; Lollipops; Chocolate candies; Chewing gum; Gummy candies
	US	06/20/2015/ 01/31/2017	87077866/ 5132990	Class 21: Cups and mugs; Servingware for serving food and drinks
	US	01/21/2015/ 06/21/2016	86510382/ 4980760	Class 25: Headgear, namely, costume hats sold through costume apparel specialty stores or costume specialty sections of online retailers
	US	01/21/2015/ 04/12/2106	866977569/ 4936937	Class 21: Soapstone cubes for chilling whiskey
	IR/ CN, EM	06/02/2016/ 02/13/2017	1345600	Basic Registration US 5132989
	US		86427471/ 5004070	28: Toys, namely compressed figures that expand when immersed in water
LIL' SPROUTS	US		86412031/ 4969574	28: Toys, namely compressed figures that expand when immersed in water
MR. KITCHEN	US		86707317/ 5263260	21: Various household and kitchen goods
EMOJI UNIVERSE	US		86717445	16: Stamps; 21: Mugs; 28: Balls, puzzles, masks
Counterfeit Blonde	US		87586926	3: Cosmetics; 9: Eyewear; 18: Handbags; 25: Apparel
Ultra-Glow Super Stars	US		87592505/ 5437444	16: Wall stickers
Illumaglow 2.0	US		87592519/ 5433422	16: Wall stickers
Rescue Guard	US		87668654/ 5629199	5: Medical emergency kits; 9: Emergency kits

2. Domain names

kangaroomfg.com Registrar: GoDaddy.com, LLC

3. Universal Product Codes

10414	Petticoat - White	856884-007099
10415	Petticoat - Red	856884-007105
10416	Thunder Squirrel	856884-007112
10417	Spooky Pumpkin Loot Bag	856884-007120

10418	Emoji Loot Bag	856884-007136
10419	Spooky Stickers 500 Pk	856884-007143
10420	Emoji Journal	856884-007150
10421	Police Wallet	856884-007167
10422	Halloween Foam Masks 12 pack	856884-007174
10423	MEGA SPIDER WEB	856884-007181
10424	Ice Cube Tray 4 Pack	856884-007198
10425	Halloween Cookie Cutter 24 Pk	856884-007211
10426	Pretend Makeup Set- Cutpie Cosmetics	856884-007228
10428	Cork Screw	856884-007204
10429	Spinner Emoji LED	856884-007235
10430	Spinner LED - Black	856884-007242
10431	Emoji Foam Masks 12 Pack	856884-007259
10433	Poop Spinner	856884-007266
10435	Emoji Punch Balloons 12 Pack of 12 Packs	856884-007280
10436	Spinner Emoji LED - 12 Pack	856884-007297
10437	Spinner LED - Black - 12 Pack	856884-007303
10438	Poop Spinner - 12 Pack	856884-007310
10439	Emoji Poopie Cushion Mini	856884-007327
10440	Emoji Poopie Cushion Large - 12 Pack	856884-007334
10443	Clown Socks	856884-007365
10444	Witch Socks	856884-007372
10445	Poop Costume	856884-007389
10446	Skull Bottle Opener	856884-007396
10447	Bald Cap	856884-007402
10448	Hippie Necklace and Earrings	856884-007419
10449	Ostrich Costume	856884-007426
10450	Rock Star Cape	856884-007457
10453	Red Neck Wig Black	856884-007488
10454	Red Neck Wig Brown	856884-007495
10455	Red Neck Wig Dirty Blonde	856884-007501
10456	Wizard Wig	856884-007518
10457	50's Greaser Wig	856884-007525
10458	Zombie Queen Wig	856884-007532
10459	Clown Rainbow Wig	856884-007549
10460	Mad Scientist	856884-007556
10461	Super Model Wig	856884-007563
10462	Long Witches Wig	856884-007570
10463	50's Blonde Wig	856884-007587

10464	Ladies Man Wig Blonde	856884-007594
10465	Ladies Man Wig Brown	856884-007600
10466	Braided Wig Black	856884-007617
10467	Red Head Wig	856884-007624
10468	80's Rock Band Wig	856884-007631
10469	Cleopatra Wig	856884-007648
10471	Regal Kings Robe	856884-007673
10472	Bee Costume	856884-007682
10473	Victorian Vampire Countess Small	856884-007886
10474	Victorian Vampire Countess Medium	856884-007693
10475	Victorian Vampire Countess Large	856884-007709
10476	Use for another item but update in GS1	856884-007716
10477	Deluxe Banana Costume	856884-007723
10478	Banana Costume	856884-007730
10479	Groovy Hippie Pants S-M	856884-007747
10480	Groovy Hippie Pants M-L	856884-007754
10481	Pumpkin Plush Costume	856884-007761
10482	Love n Peace Hippie Costume Small	856884-007778
10483	Love n Peace Hippie Costume Medium	856884-007785
10484	Love n Peace Hippie Costume Large	856884-007792
10485	Killer Clown Costume Large	856884-007808
10486	Killer Clown Costume X Large	856884-007815
10487	Dumb Blond Costume Small	856884-007822
10488	Dumb Blond Costume Medium	856884-007839
10490	Dumb Blond Costume XLarge	856884-007853
10491	Black Cape	856884-007860
10492	Vampire Count Costume Small	856884-007877
10493	Vampire Count Costume Medium	856884-007884
10494	Vampire Count Costume Large	856884-007891
10495	Greek Goddess Medium	856884-007907
10496	Blues Sun Glasses	856884-007914
10497	Greek Goddess Large	856884-007921
10505	Santa Wig & Beard	856522-005616
10506	Merry Christmas Santa Bag	850216-008013
10507	Emoji Lollipops - Display Pack of 12	856522-005883
10508	Moscow Mule - Party City	850216-008006
10509	Strawberry & Cherry Valentine's Cards	850216-008037
10510	Coolie Catchers Valentine's Cards	850216-008044
10511	Rainbow Unicorn Valentine's Cards	850216-008051

10512	Mini Valentine's Heart Dollies	850216-006068
10534	Emoji Easter Eggs 100 Pack	850216-008129
10535	27" Stars & Stripes Beach Ball-6 Pack	850216-008136
10536	Easter Stamps 12 Pack	850216-008143
10537	Survival Backpack	850216-008150
10539	Emergency Water	850216-008211
10540	Emergency Food 2400	850216-008228
10541	Toy 100 Pack	850216-008235
10543	Train Engineer Hat - 6 Pack	850216-008259
10545	Dinosaur 7" 12 Pack	850001-813303
10546	27" Tears of Joy Beach Ball- 6 Pack	850216-008365
10547	Beauty Blackhead Removers	850216-008372
10548	Emoji Poop Kite	850216-008426
10549	Emoji Poop XL Kite	850216-008433
10553	Captain Hat	850216-008532
10554	200 Pack Drink Umbrellas	850216-008549
10555	Facial Scrub	850216-008556
10556	Emoji Beach Balls 18" 12 pack CDU	850216-008563
10557	EGGS WITH TOY 100 PACK	850216-008594
10563	Easter Egg - 1,008 Pack	850216-008747
10565	Old Lady Wig- Youth	850216-008785
10566	Flapper Accessory	850216-008792
10567	Flapper Accessory Set	850216-008808
10568	Magician Costume	850216-008815
10569	Dinosaur Discovery	855058-008009
10573	Rainbow Poop Inflatable Costume	855058-008016
10574	18" Beach Ball Display 12 Pack	855058-008023
10575	18" Beach Ball Display 12 Pack Danoware	855058-008030
10576	Leis 100 Pack - OLD	855058-008047
10577	Stoner Wig - New	855058-008054
10579	Deluxe First Aid Kit	855058-008122
10580	Travel First Aid Kit	855058-008139
10581	Emergency Back Pack Level 1	855058-008146
10581	Emergency Back Pack Level 1 (new Amazon UPC)	855058-008979
10582	Emergency Back Pack Level 2	855058-008153
10582	Emergency Back Pack Level 2 (New Amazon UPC)	855058-008986
10583	Emergency Back Pack Level 3	855058-008160
10583	Emergency Back Pack Level 3 (New Amazon UPC)	855058-008993

10584	Emergency Food 4800	855058-008177
10586	Emergency Lantern	855058-008898
10591	Dinosaur Valentines Cards	850001-813106
10595	Emergency Compass Flint Whistle combo	855058-008801
10596	Banana Sunglasses Costume	855058-008818
10597	Grimreaper Costume w/light up eyes - Youth Small	855058-008825
10598	Grimreaper Costume w/light up eyes Youth Medium	855058-008832
10599	Grimreaper Costume w/light up eyes Youth Large	855058-008849
10600	Grimreaper Costume w/light up eyes Adult Large	855058-008856
10601	Zombie Make Up	855058-008863
10602	Dry Cleaning costume	855058-008870
10603	Grimreaper Costume w/light up eyes Adult XL	855058-008867
10608	Wizard Tie and Glasses Set	855058-008429
10609	Cigarette Holder	855058-008184
10610	Pearl Necklace 48" - 6 Pack	855058-008191
10611	Putty Shooting Star 50g	855058-008931
10612	Putty Liquid Glass DIY 50g	855058-008665
10613	Putty Cosmic Hyper Bounce 50g	8550216-008112
10614	Putty Ares 51 50g	855058-008443
10615	Putty Metallic Gold 50g	855058-008810
10616	Putty Holographic 50g	855058-008803
10617	Super Cool Glow Putty 3 Pack	855058-008948
10618	Super Cool Putty 3 Pack	855058-008855
10619	Super Cool Putty 12 Pack	855058-008962
10623	NEW Police Megaphone	857598-008815
10631	Master Emergency Back Pack (not to use)	850001-813150
10632	Pop Oh Ver Bundle	850001-813167
10633	Glow Stars OIG	881325-373360
10634	Dragon Glitter Ring Float	850001-813181
10648	Mixed Rubber Ducks - 100 Pack	850001-813341
10649	Christmas Bulb Necklace	850001-813358
10650	Disco Ball	850001-813385
10651	72 Pack of Mini Bubbles	850001-813372
10652	Aluminum Poker Set	850001-813389
10653	50PC PUTTY & SLIME ASSORTMENT	850001-813398
10654	Mesh Bath Loofah Sponges	850001-813419
10655	72 Pack of Spring Toys Party Favors	850001-813426
10656	Toy Car Assortment Pull Back Vehicles 100 Pk Party Favors	850001-813433
10657	32 Piece Stress Ball, Squeeze Ball, Squishy Toy Assortment	850001-813440

10658	100 Pc Diecast Cars Trucks Planes Assortment	850001-813457
10659	Christmas Sticker Assortment 500-Pack	850001-813464
10660	32 Pack Face Paint Crayons	850001-813471
10661	500 Valentine Stickers	850001-813488
10663	24-Pack Display LED Fidget Spinners	850001-813501
10664	Do You Want to Build a Snowman Deluxe Kit	850001-813907
10665	202 Pc Emoji Toy Assortment	850001-813518
10666	Ultimate Glow Party Pack	850001-813525
10667	Police Wallet	850001-813532
10668	Police Megaphone	850001-813549
10669	Silver Mirror Bohemian Rhapsody Sunglasses	850001-813556
10670	6 Jumbo dinos	850001-813563
10671	Do You Want to Build a Jack O Lantern Deluxe Kit	850001-813570
10674	Glow in the Dark Magical Fantasy Set	850001-813600
10676	Magical Fantasy Gumball Refill - 1lb	850001-813662
10677	Magical Fantasy Gumball Machine with Gumballs Included	850001-813679
10678	Do You Want to Build an Easter Bunny 12 Pack	850001-813686
10679	Do You Want to Build an Easter Bunny 3 Pack	850001-813693
10680	Glow in the Dark Planets	850001-813709
10681	Magical Creatures Slime - 12 Pack	850001-813716
10683	Magical Creatures Putty - 12 Pack	850001-813730
10685	Llamacorn Putty Tin	850001-813754
10688	Unicorn Putty 3 Pack	850001-813761
10687	Purrmaid Putty Tin	850001-813778
10688	Unicorn Putty Tin	850001-813785
10689	All Occasion Cards	850001-813792
10691	Llamacorn Putty - 3 Pack	850001-813815
10692	Purrmaid Putty - 3 Pack	850001-813822
10693	Rainbow Putty - 3 Pack	850001-813839
10699	100 Pk Leis New	850001-813914
10700	1000 Pk of Jelly Bracelets	850001-813921
10708	2 Units, 2000 Tickets Roll; 4,000 Tickets Red & Blue	850006-950003
10709	5 Units, 2000 Tickets Roll; 10,000 Tickets Red, Blue, Green, White, & Yellow	850006-950010
10710	18 Pack 14.5" Bubble Wands	850006-950027
10711	2 Deck Card Shuffler	850006-950034
10712	dominos Jumbo set	850006-950041
10713	2 pack can opener mr kitchen	850006-950058
10726	Large Playing Cards 8 X 11"	850006-950188
10727	3/4 " Binder Clips (180-Count)	850006-950195

10728	1" Binder Clips (144-Count)	850006-950201
10729	1.25" Binder Clips (72-Count)	850006-950218
10730	2" Binder Clips (60-Count)	850006-950225
10732	500 Count Easter Stickers	850006-950249
10733	50 Pk EASTER EGGS CANDY	850006-950256
10734	12 PK Graduation Hats Felt with Tassel For Kids	850006-950283
10735	25 Pack Eggs with Brand Candy	850006-950270
10736	12 Pack Magic Kit Party Favors	850006-950287
10737	45 Piece Magic Kit	850006-950294
10738	Do you Want to Build a Bunny - Individual Container	850006-950300
10739	Do You Want to Build a Snowman - Individual Container	850006-950317
10740	Do You Want to Build a Jack O Lantern - Individual Container	850006-950324
10741	50 Pack Beach Balls 16"	850006-950331
10742	16" JUMBO RUBBER DUCK	850006-950348
10743	Ladies Manicure Set 7 Piece (Blonde)	850006-950355
10744	50 PK Eggs with Candy	850006-950362
10745	100PK Eggs with Candy	850006-950379
10746	1,000 CLEAR PUSH PINS	850006-950386

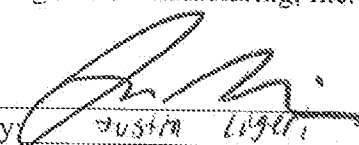
FORM OF TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Kangaroo Manufacturing, Inc. (the "Assignor") hereby assigns to Benjamin Joseph Ligeri (the "Assignee") all of the Assignor's interest in the Assigned Marks identified in Exhibit "A" to this Form of Trademark Assignment, and the Assignee accepts this assignment.

Agreed to and executed by Assignor on this 15 day of Feb, 2019

ASSIGNOR:

Kangaroo Manufacturing, Inc.


By Justin Ligeri
Its: owner

Agreed to and executed by Assignor on this 15 day of Feb, 2019

ASSIGNEE:

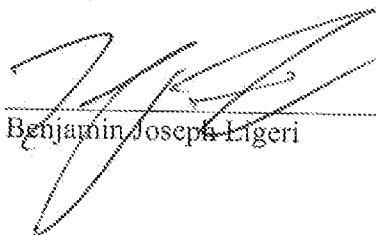

Benjamin Joseph Ligeri

Exhibit "B"

ASSIGNED MARKS

Trademarks

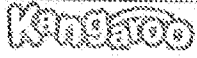


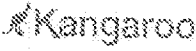
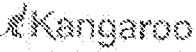
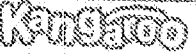

Mark	Country	Filing Date/ Reg. Date	Ser. No./ Reg. No.	Notes
	US	01/21/2015 02/09/2016	86510396 4897428	Class 28: Novelty toy item in the nature of artificial slime; Kits consisting primarily of soft sculpture toys; Kits consisting primarily of children's multiple activity toys; Kits consisting of toy modeling compound and related toy accessories; Soft sculpture toys; and Toy putty
KANGAROO	US	10/03/2017/ 05/22/2018	87632519/ 5474531	Class 5: Adhesive bandages Class 7: Sumball machines Class 16: Holiday ornaments, namely, molded plastic Easter eggs Class 25: Headgear, namely, costume hats sold through costume apparel specialty stores or costume specialty sections of online retailers Class 28: Inflatable pool toys; Inflatable float mattresses or pads for recreational use; Amusement products, namely, inflatable balls; Inflatable float hammocks for recreational use in water; Inflatable mattresses for recreational use; Inflatable ride-on toys; Inflatable toys; Sand toys; Bath toys; Children's multiple activity toys; Molded toy figures; Novelty toy items in the nature of plush emoji heads, bumpy rings, and costume jewelry; Plush toys; Soft sculpture plush toys; Squeezable squeaking toys; Stuffed toy animals; Talking toys; Toy and novelty face masks; Toy bakeware and cookware; Toy balloons; Toy brooches; Toy building blocks; Toy candy dispensers; Toy foam novelty items, namely, foam fingers and hands; Toy jewelry; Toys, namely, children's dress-up accessories; Toys; Balloons; Board games; Trampolines; Golf balls; Balls for sports; Table tennis balls; Electronic novelty toys, namely, toys that

Exhibit "A"

				electronically record, play back, and distort or manipulate voices and sounds; Yo-yos; Toy whistles; Paper airplanes; With respect to all of the foregoing, specifically excluding any in the form of a kangaroo Class 30: Gumballs; Candy; Lollipops; Chocolate candies; Chewing gum; Gummy candies
	US	06/20/2016/ 01/31/2017	87077842/ S132989	Class 5: Adhesive bandages Class 7: Gumball machines Class 16: Stickers; Ink pads; Children's arts and crafts paper kits; Arts and craft paint kits; Arts and craft clay kits Class 20: Holiday ornaments, namely, molded plastic Easter eggs Class 25: Headgear, namely, costume hats sold through costume apparel specialty stores or costume specialty sections of online retailers Class 28: Inflatable pool toys; inflatable float mattresses or pads for recreational use; Amusement products, namely, inflatable balls; Inflatable float hammocks for recreational use in water; inflatable mattresses for recreational use; inflatable ride-on toys; Inflatable toys; Sand toys; Bath toys; Children's multiple activity toys; Molded toy figures; Novelty toy items in the nature of plush emoji heads, bumpy rings, and costume jewelry; Plush toys; Soft sculpture plush toys; Squeezable squeaking toys; Stuffed toy animals; Talking toys; Toy and novelty face masks; Toy bakeware and cookware; Toy balloons; Toy brooches; Toy building blocks; Toy candy dispensers; Toy foam novelty items, namely, foam fingers and hands; Toy jewelry; Toys, namely, children's dress-up accessories; Toys; Balloons; Board games; Trampolines; Golf balls; Balls for sports; Table tennis balls; Electronic novelty toys, namely, toys that electronically record, play back, and distort or manipulate voices and sounds; Yo-yos; Toy whistles; Paper airplanes

				Class 30: Gumballs; Candy; Lollipops; Chocolate candies; Chewing gum; Gummy candies
	US	06/20/2016/ 01/31/2017	87077866/ 5132990	Class 21: Cups and mugs; Servingware for serving food and drinks
	US	01/21/2015/ 06/21/2016	86510382/ 4980760	Class 25: Headgear, namely, costume hats sold through costume apparel specialty stores or costume specialty sections of online retailers
	US	01/21/2015/ 04/12/2106	866977569/ 4936937	Class 21: Soapstone cubes for chilling whiskey
	IR/ CN, EM	06/02/2016/ 02/13/2017	1945600	Basic Registration US 5132989
	US		86427471/ 5004070	28: Toys, namely compressed figures that expand when immersed in water
LIL' SPROUTS	US		86412031/ 4969574	28: Toys, namely compressed figures that expand when immersed in water
MR. KITCHEN	US		86707317/ 5263260	21: Various household and kitchen goods
EMOJI UNIVERSE	US		86717445	16: Stamps; 21: Mugs; 28: Balls, puzzles, masks
Counterfeit Blonde	US		87586926	3: Cosmetics; 9: Eyewear; 18: Handbags; 25: Apparel
Ultra-Glow Super Stars	US		87592505/ 5437444	16: Wall stickers
Illumaglow 2.0	US		87592519/ 5433422	16: Wall stickers
Rescue Guard	US		87668654/ 5629199	5: Medical emergency kits; 9: Emergency kits

Domain names

1. kangaroomfg.com Registrar: GoDaddy.com, LLC