

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Declaration regarding invalid assignment to Ben Ligeri		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kangaroo Manufacturing, Inc.		05/30/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Optimistic Investments		
Street Address:	2261 W. Jacinto Circle		
City:	Mesa		
State/Country:	ARIZONA		
Postal Code:	85202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
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	
Registration Number:	5629199	RESCUE GUARD	
Registration Number:	5795085	COUNTERFEIT BLONDE	
Serial Number:	86717445	EMOJIUNIVERSE	
CORRESPONDENCE DATA			
Fax Number:	6022340341		
<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>			
Email:	schetlin@bcattorneys.com		
Correspondent Name:	Susan E. Chetlin, Burch & Cracchiolo		
Address Line 1:	1850 N. Central Avenue		
Address Line 2:	Suite 1700		
TRADEMARK			

OP \$315.00 4897428

Address Line 4: Phoenix, ARIZONA 85004

NAME OF SUBMITTER: Susan E. Chetlin

SIGNATURE: /Susan E. Chetlin/

DATE SIGNED: 09/13/2021

Total Attachments: 74

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of May 30, 2019, by Kangaroo Manufacturing, Inc., a Florida corporation, ("Assignor") in favor of Optimistic Investments LLC, a Delaware LLC ("Assignee").

WHEREAS, Assignor owned the Assigned Marks (as defined below);

WHEREAS, by virtue of that certain Assignment and Reseller Agreement, dated as of May 30, 2019, Assignor assigned to Assignee, all right, title and interest in and to the Assigned Marks, and the goodwill associated therewith; and

WHEREAS, it is desired that the transfer of the Assigned Marks be made of record in the U.S. Patent and Trademark Office and intellectual property offices of other countries.

Now, therefore, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


Assignor hereby confirms the assignment to Assignee effective as of the date first written above, and otherwise assigns, all right, title and interest, in and to (i) the trademarks set forth in Exhibit 1 hereto; (ii) the domain names set forth in Exhibit 1; (iii) any trademarks, service marks, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in Exhibit 1, and (iv) the good will and common law rights associated with any of the foregoing ("the Assigned Marks"), as well as the right to file for protection of the Assigned Marks in any jurisdiction and the right to sue for infringement of the Assigned Marks. At Assignee's request, Assignor agrees to perform all acts and execute all documents necessary for Assignee to perfect its ownership in and to the Assigned Marks.

This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which when taken together, will constitute one and the same instrument.

[Signature Page Follows]

Assignor:

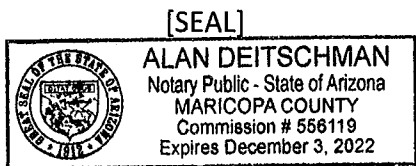
Kangaroo Manufacturing, Inc.


By: 
Name: Justin Ligeri
Title: CEO
Date: May 30 2019

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

Before me this 30th day of May 2019, personally appeared before me, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purposes set forth herein.

My commission expires: 12/3/2022




Notary Public

ACKNOWLEDGED, AGREED AND ACCEPTED:

Assignee:

OPTIMISTIC INVESTMENTS LLC

By: _____
Name: Joshua Tischer
Title: Member
Date: May __, 2019

Assignor:

Kangaroo Manufacturing, Inc.

By: _____

Name: Justin Ligeri

Title: CEO

Date: May _____, 2019

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

Before me this _____ day of May 2019, personally appeared before me, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purposes set forth herein.

My commission expires: _____


[SEAL]

Notary Public

ACKNOWLEDGED, AGREED AND ACCEPTED:

Assignee:

OPTIMISTIC INVESTMENTS LLC

By:  _____


Name: Joshua Tischer


Title: Member






Date: May 31, 2019

EXHIBIT 1
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: 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 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
 Kangaroo	US	06/20/2016/ 01/31/2017	87077866/ 5132990	Class 21: Cups and mugs; Servingware for serving food and drinks
 Kangaroo	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
 Kangaroo	US	01/21/2015/ 04/12/2106	866977569/ 4936937	Class 21: Soapstone cubes for chilling whiskey
 Kangaroo	IR/ CN, EM	06/02/2016/ 02/13/2017	1345600	Basic Registration US 5132989
 Lil' Sprouts	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

DECLARATION OF SUSAN E. CHETLIN

I, Susan E. Chetlin, make the following declaration pursuant to 28 U.S.C. § 1746:

1. My name is Susan E. Chetlin and I am over 18 years of age. I have personal knowledge of the facts set out below.
2. I am an intellectual property attorney at Burch & Cracchiolo, P.A. and I represent Optimistic Investments, LLC, a Delaware limited liability company (“Optimistic”).
3. I am submitting this declaration to explain why a purported assignment document recorded as of July 7, 2021 at Reel 007377 Frame 0753 should not be considered against the following trademark registrations and application (“Optimistic Assigned Marks” or “Assigned Marks”) owned by Optimistic:

U.S. Registration No. 4897428 (KANGAROO & Design)
U.S. Registration No. 5474531 (KANGAROO (word))
U.S. Registration No. 5132989 (KANGAROO & Design)
U.S. Registration No. 5132990 (KANGAROO MANUFACTURING & Design)
U.S. Registration No. 4980760 (KANGAROO MANUFACTURING & Design)
U.S. Registration No. 4936937 (KANGAROO MANUFACTURING & Design)
U.S. Registration No. 5004070 (LIL' SPROUTS & Design)
U.S. Registration No. 4969574 (LIL' SPROUTS (word))
U.S. Registration No. 5263260 (MR. KITCHEN (word))
U.S. Registration No. 5795085 (COUNTERFEIT BLONDE (word))
U.S. Registration No. 5629199 (RESCUE GUARD (word))
U.S. App. Ser. No. 86717445 (EMOJI UNIVERSE (word))

(The list above does not include U.S. Registration No. 5433422 (ILLUMAGLOW 2.0) and U.S. Registration No. 5437444 (ULTRA-GLOW SUPERSTARS) because Optimistic no longer owns those two marks. Optimistic assigned those two marks to Michael Murphy on June 11, 2020 and the assignment to that effect was recorded at the United States Patent and Trademark Office (“USPTO”) on June 12, 2020.)

4. On May 30, 2019, Kangaroo Manufacturing, Inc., a Florida corporation (“KMI”), entered into an Assignment and Reseller Agreement (“Optimistic Agreement”) with Optimistic. I drafted the Optimistic Agreement working with counsel for KMI, Julia Williams, beginning on March 25, 2019 when I began creating the first draft of the Optimistic Agreement. The Optimistic Agreement was notarized as having been signed by Justin Ligeri, CEO of KMI, on May

30, 2019. KMI did not disclose any prior assignments to Optimistic. In fact, the Optimistic Agreement included a warranty from KMI that “[t]o the best of its knowledge and belief, KMI represents and warrants that it owns the Assigned Marks, that it has not encumbered the Assigned Marks and has the right to assign them under this Agreement.” The Optimistic Agreement is attached as Exhibit I to my declaration.

5. Included as part of the Optimistic Agreement was Exhibit A, entitled “Exhibit A Assigned Marks” and Exhibit B entitled, “Exhibit B - Trademark Assignment” (“Trademark Assignment”). In the Trademark Assignment, KMI assigned the [Optimistic] Assigned Marks (listed in Exhibit 1 to the Trademark Assignment to Optimistic). The Trademark Assignment was signed by representatives for KMI and Optimistic. Again, the Trademark Assignment was notarized as having been signed by Justin Ligeri, CEO of KMI, on May 30, 2019. The Trademark Assignment, including Exhibit 1, is attached to my declaration as Exhibit II.

6. The Trademark Assignment from KMI to Optimistic (Exhibit II hereto) was duly recorded against the Optimistic Assigned Marks at the USPTO two weeks later on June 14, 2019 at Reel 006670 Frame 0275. The official Notice of Recordation of Assignment Document recording the Trademark Assignment (Exhibit II hereto) is attached to my declaration as Exhibit III.

7. On September 9, 2021, I became aware of a document dated on its face as February 19, 2019 purporting to transfer the very same Optimistic Assigned Marks from KMI to Ben Ligeri; this document was only recently recorded at the USPTO as of July 7, 2021 by virtue of a resubmission dated August 9, 2021. That is more than two years after the document supposedly was signed. What I downloaded from the USPTO website in that regard is attached as Exhibit IV to my declaration. This purported assignment was recorded at the USPTO as of July 7, 2021 at Reel 007377 Frame 0753.

8. This purported assignment from KMI to Ben Ligeri is invalid for at least two reasons.

9. First, the purported assignment is void as a matter of law against Optimistic as a subsequent purchaser for valuable consideration without notice because it was not timely recorded at the USPTO within three months after the date of the alleged purchase or prior to the “subsequent” purchase by Optimistic as required by 15 U.S.C. §1060(a)(4). That statute provides:

An assignment shall be void against any subsequent purchaser for valuable consideration without notice, unless the prescribed information reporting the assignment is recorded in the United States Patent and Trademark Office within 3 months after the date of the assignment or prior to the subsequent purchase.

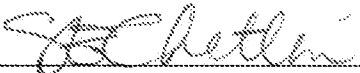
10. Second, the purported assignment could not have been signed on February 19, 2019, because "Exhibit A" to that purported assignment and "Exhibit A" to Form of Trademark Assignment were not even created until a later date. Except for the changed title, deletion of page numbers and the addition of footer of "Exhibit A", "Exhibit A" attached to the purported assignment is actually a copy of Exhibit A – Assigned Marks to the Optimistic Agreement that was signed several months *later* on May 30, 2019. A comparison shows the layout, order of the list of Assigned Marks and wording of Exhibit A (Optimistic) and "Exhibit A" (Ligeri) are the same. In addition, font size changes evident for the application and registration numbers beginning with the LIL' SPROUTS & Design mark through the RESCUE GUARD mark are the same, as are the vertical copying or scanning artifacts running down the center of the page across the name of the domain name registrar and list of Universal Product Codes. Exhibit V shows a side-by-side comparison of four consecutive pages from Exhibit A to the Optimistic Agreement (Exhibit I to my declaration) and "Exhibit A" to the purported assignment from KMI to Ben Ligeri (Exhibit IV to my declaration). The same is also true of "Exhibit A" to Form of Trademark Assignment; that "Exhibit A" (Exhibit IV to my declaration) is a copy of Exhibit 1 – Assigned Marks to Exhibit B (Trademark Assignment) to the Optimistic Agreement (Exhibit II to my declaration), although the Exhibit 1 title and page numbers have been removed from "Exhibit A" and a footer of "Exhibit A" has been added in place of page number 20.

11. I created Exhibit A to the Optimistic Agreement along with changes and additions from KMI's counsel. I did not begin work on this document until March 25, 2019 with additions on April 2, 2019 from KMI's counsel to add the Universal Product Codes and information for trademarks beginning with the LIL' SPROUTS & Design mark through the RESCUE GUARD mark. Exhibit VI to my declaration comprises a screenshot and image from the draft document showing changes made by counsel for KMI on April 2, 2019. I also created Exhibit 1 to Exhibit B (Trademark Assignment) to the Optimistic Agreement in the same time frame. See Exhibit II

hereto. Exhibit 1 was created from Exhibit A; Exhibit 1 only includes a list of trademarks and domain name being transferred, while Exhibit A includes UPC codes. Since I did not even begin work on Exhibit A (and Exhibit 1) until March 25, 2019, neither "Exhibit A" to the purported assignment nor "Exhibit A" (Assigned Marks) to Form of Trademark Assignment could have been made a part of the purported assignment document in favor of Ben Ligeri that was supposedly signed over a month before.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Executed on September 13, 2021.



Susan E. Chetlin

EXHIBIT I TO DECLARATION

ASSIGNMENT AND RESELLER AGREEMENT

This ASSIGNMENT AND RESELLER AGREEMENT (the "Agreement") is entered into effective as of the 30th day of May, 2019 ("Effective Date") by and between KANGAROO MANUFACTURING, INC., a Florida corporation having its principal place of business at 7350 S. Kyrene, Suite 104, Tempe, AZ 85283 ("KM") and OPTIMISTIC INVESTMENTS LLC, a Delaware LLC having its principal place of business at 2261 W. Jacinto Circle, Mesa, AZ 85202 ("OI") (individually, a "Party" or collectively, the "Parties").

RECITALS

WHEREAS KM sells various imported goods online, including through Amazon and other retailers, is the owner of various U.S. and international registered trademarks ("the Marks" as that term is defined below) and Universal Product Codes ("UPCs") associated with those goods, and has an Amazon Brand Registry Account associated with the Marks and UPCs;

WHEREAS KM is indebted to OI in an amount of \$135,000 plus interest by virtue of an assignment of debt from Joshua Tischer to OI in that certain Allonge to Loan Agreement, executed as of May 28, 2019 (the "Allonge");

WHEREAS, to permit KM to continue in business and keep its workforce, KM desires to sell its Marks along with the associated portion of the business and goodwill in its Amazon Brand Registry Account to OI; and

WHEREAS, to purchase the Marks and associated business and good will from KM, OI is willing to forgive KM's indebtedness to it and enter into a reseller agreement with KM by which KM will be able to purchase Products (as that term is defined below) from OI and sell them as OI's reseller.

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

1. Assignment of Marks

- a. KM currently owns the Marks which are listed in Exhibit A attached to and incorporated in this Agreement.
- b. KM currently owns the UPCs which are listed in Exhibit A attached to and incorporated in this Agreement.
- c. KM hereby conveys, transfers, sells and assigns to OI all right, title and interest in and to: (1) the Marks; (2) the domain names set forth in Exhibit A; (3) any trademarks, service marks, domain name or other source identifier that is a derivative of or confusingly similar to the Marks, and (4) the goodwill, portion of the business, and common law rights associated with any of the foregoing (the

- "Assigned Marks"), including UPCs for products sold under the Assigned Marks, as well as the right to file for protection of the Assigned Marks in any jurisdiction, including foreign jurisdictions, and the right to sue for infringement of the Assigned Marks.
- d. At the same time this Agreement is executed, the Parties will execute the Trademark Assignment document attached as Exhibit B to this Agreement and incorporated herein (the "Trademark Assignment").
 - e. Promptly after execution of this Agreement, OI will record the Trademark Assignment with the United States Patent and Trademark Office and the World Intellectual Property Office and other foreign trademark offices, as appropriate.
 - f. The Parties will transfer 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.
 - g. At OI's request and option, KM will cooperate with OI to do any or all of the following: transfer KM's Amazon Brand Registry Account based on the Marks and UPCs to OI, or take other steps necessary to allow for OI to establish an Amazon Brand Registry Account based on the Marks. KM will also cooperate with OI to permit orderly transfer of UPCs associated with the Marks. KM will also cooperate with OI to permit an orderly transfer of the domain names set forth in Exhibit A to OI (the "Domain Names"). OI will pay the registrar fees associated with any transfer of the Domain Names and/or Marks.
 - h. Once the Assigned Marks have been assigned, renewal of any of the Assigned Marks will be at OI's sole discretion.
 - i. At OI's request, KM agrees to perform all acts and execute all documents necessary for Assignee to perfect its ownership in and to the Assigned Marks or to use or establish an Amazon Brand Registry Account associated with any or all of the Assigned Marks.

2. Debt Forgiveness

Upon execution of this Agreement, including the Trademark Assignment, and contingent upon KM's full performance as a Reseller under this Agreement for no less than 90 days from the Effective Date, the monies that KM owes to OI, pursuant to the Allonge, will be considered repaid in full, with all accrued interest charges waived. The Parties agree that the unpaid principal amount of these loans is approximately One Hundred Thirty-Five Thousand Dollars (\$135,000.00).

3. Reseller Agreement

a. Commercial Terms

- i. KM will purchase from OI all products that it wishes to promote, advertise and sell using or branded with the Assigned Marks from OI (the "Products");

- provided, however, that KM will have 90 days from the Effective Date to sell out its existing inventory already marked with the Assigned Marks.
- ii. By virtue of this Agreement, KM is authorized to promote, advertise, and sell Products branded with the Assigned Marks through public and private marketplaces, including but not limited to Amazon.com, Walmart.com, ebay.com, and kangaroomfg.com, as well as to other third-party Amazon sellers who may wish to purchase the Products from KM for resale on the same public and private marketplaces. KM may establish pricing for the Products at its discretion. KM is authorized to use the Amazon Brand Registry Account(s) associated with the Assigned Marks.
 - iii. After KM and OI agree on a price for a shipment of the Products to KM, KM will issue a purchase order to OI. Upon OI's receipt of at least 30% of the purchase price for the Products, OI will begin the process of procuring or otherwise having the Products manufactured in China.
 - iv. OI will be responsible for assembling the Products into a shipment and conveying the shipment to KM's designated carrier ("Designated Carrier") at the designated port in China ("Designated Port"). OI will pay the costs for assembling the shipment, conveying it to the Designated Carrier and having the Products cleared for export.
 - v. Once the Products are at the Designated Port and ready to be loaded for transport to the United States, KM will pay to OI the remaining 70% of the balance due for the shipment of Products.
 - vi. KM is responsible for making all shipping arrangements and paying all costs of loading and shipping the Products, including any desired insurance.
 - vii. The Products will be delivered to KM FCA (Free Carrier) (Incoterms 2010) at the Designated Port. Title and risk of loss will pass to KM when the Products are delivered to the Designated Carrier at the Designated Port and OI receives payment for the remaining 70% balance.
 - viii. All payments made under this Agreement will be in U.S. Dollars and will be made by wire transfer to OI's bank account. OI will provide its bank account information and wire transfer instructions to KM.
 - ix. Each Party is responsible for paying its own taxes.

b. Trademark License; Other Licenses

- i. OI hereby grants to the KM a non-exclusive license to use the Assigned Marks in connection with the promotion, advertisement and/or sale of the Products. KM agrees that the nature and quality of all advertising, promotional and other uses of the Assigned Marks by KM will conform to the standards set by and be under the control of OI. KM agrees to use the Assigned Marks only in the form and manner and with appropriate legends as OI prescribes from time to time and not to use other trademarks in conjunction with the Assigned Marks without OI's prior written approval. KM agrees to cooperate with OI in ensuring the

continued nature and quality of the Products and to supply OI with specimens of all uses of the Assigned Marks upon request.

- ii. In addition, OI hereby grants KM permission to use the Domain Names in connection with KM's advertisement and promotion of the Products only.
- iii. Royalties for the licenses from OI to KM will be paid as part of the purchase price for the Products.
- iv. The licenses that OI grants to KM are personal to KM and may not otherwise be assigned or transferred (except as otherwise set forth herein) without OI's consent in writing which will not be unreasonably withheld.

4. Warranties; Disclaimer

- a. To the best of its knowledge and belief, KM represents and warrants that it owns the Assigned Marks, that it has not encumbered the Assigned Marks and has the right to assign them under this Agreement.
- b. To the best of its knowledge and belief, OI represents and warrants that it will have good and merchantable title to the Products at the point when title passes to KM under this Agreement.
- c. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OI EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Limitation of Liability

- a. In no event will either Party's total liability to the other Party for any claim resulting from or arising under this Agreement exceed an amount equal to amounts KM has previously paid to OI under this Agreement.
- b. NEITHER PARTY IS OR WILL BE LIABLE TO THE OTHER PARTY, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURY TO PROPERTY AND LOST PROFITS, WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT.

6. Term; Termination

- a. Unless otherwise terminated in accordance with the other provisions of this Agreement, the term of this Agreement will be for the period of two (2) calendar years from the Effective Date. The term will automatically be renewed for successive periods of one (1) year each, unless either Party elects to provide 60 days' notice of termination to the other Party as set forth below.
- b. Either Party may terminate this Agreement for any reason by providing 60 days' notice to the other Party in writing.

- c. The non-breaching Party may terminate this Agreement in the event of the other Party's material breach. The non-breaching Party must provide written notice of the material breach to the breaching Party. If the breaching Party fails to cure the material breach within thirty (30) days after such notice, the Agreement may be terminated effective immediately by written notice sent by the non-breaching Party to the breaching Party (by fax or electronic means). A material breach hereunder will include but not be limited to: (a) the failure to make timely payments under this Agreement; (b) the filing of a petition in bankruptcy, appointment of a receiver or assignment for the benefit of creditors; (c) the failure to make timely deliveries of Products to the Designated Port; or (d) violation of the licenses granted hereunder.
- d. In the event of termination, OI will continue to supply to KM Products subject to a purchase order that was issued by KM and accepted by OI prior to the termination and KM will pay OI for such Products. The license grants set forth in Section 3.b. above will continue for 90 days or until KM has sold the Products it already purchased from OI, whichever is sooner, after which time the license grants will terminate immediately.

7. Miscellaneous

- a. No Agency Agreement. Each Party acknowledges and agrees that they are independent in relation to the other. The Parties agree that nothing in this Agreement will be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other.
- b. Dispute Resolution. In the event of a dispute, the Parties will attempt to resolve it within twenty (20) days following either Party's identification of a matter in dispute to the other Party in writing, including by meeting in good faith. If the Parties are unable to resolve their differences after that time, they will submit the dispute to mediation with a single mediator and at a location agreed to by the Parties. If no resolution is then reached, they may pursue any remedies available to them at law or in equity. The Parties agree that the only circumstance in which disputes between them will not be subject to the provisions of this section is where a Party makes a good faith determination that a breach of the terms of this Agreement by the other Party is such that the damages to such Party resulting from the breach will be so immediate, so large or severe, and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.
- c. Governing Law. This Agreement will be deemed to have been negotiated, executed and delivered in the State of Arizona and the laws of the State of Arizona will govern its enforcement and interpretation without regard to its conflicts of laws provisions. Application of the United Nations Sale of Goods Convention is hereby excluded. The Parties agree to submit any litigation to the state or Federal courts in Arizona with venue being proper in Maricopa County, Arizona. Process in any action hereunder

may be served on a Party by registered or certified mail, return receipt requested, or by private delivery service requiring a signed receipt, addressed to that Party's address specified herein or any different address that the Party may hereafter specify.

- d. Headings and Captions. Headings or captions in this Agreement are inserted for convenience of reference only and will not expand, limit, modify or affect the text of this Agreement.
- e. Invalidity; Unenforceability. If any portion of this Agreement is declared to be invalid or unenforceable, such declaration will not affect the validity or enforceability of the remainder of this Agreement, which will be construed as nearly as possible as if such invalidity or unenforceability had not been declared. If the scope of any restriction or obligation is too broad to permit enforcement to its full extent, then such restriction or obligation will be enforced to the maximum extent permitted by applicable law, and each Party consents and agrees that the scope and reach of such restrictions and obligations may be judicially modified in any proceedings brought to enforce them.
- f. Waiver. No waiver of any provision of this Agreement, waiver of any default under this Agreement or failure to insist on strict performance under this Agreement will affect the rights of either Party, as the case may be, thereafter to enforce such provision or to exercise any right or remedy available to such party in the event of any other default, whether or not similar.
- g. Construction. The Parties are both represented by legal counsel and acknowledge and agree that no rule of construction to the effect that ambiguities are to be resolved against the drafting party will apply to the interpretation of this Agreement or any amendment to or modification of this Agreement.
- h. Notices. All notices provided for or required under this Agreement will be in writing and delivered by electronic mail and certified mail to the addresses listed on the signature page, or as updated by either Party in writing.
- i. Force Majeure. Neither Party will be liable to the other Party for failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to war, riots, insurrection, epidemics, acts of terrorism, earthquakes, fires, floods, acts of God, action or inaction of governmental authority, loss of power or communications, lack of materials, accidents, labor disputes, strikes, satellite or network failures or failures of third party suppliers, vendors or licensors. In the event that the provisions of this section are invoked, the Parties agree to take all steps reasonably necessary to mitigate any adverse effects on performance of their obligations under this Agreement.
- j. Entire Agreement. This Agreement constitutes the entire agreement of the Parties relating to its subject matter and supersedes any and all prior agreements on the subject matter of this Agreement, whether written or oral. This Agreement may not be modified or amended, except in a writing signed by both Parties.
- k. Binding Agreement; No Third-Party Beneficiaries; No Assignment. This Agreement will be binding upon and enforceable by the Parties and their respective successors and assigns. The Parties specifically acknowledge that this Agreement is not intended to create any rights in or for the benefit of any third party. Neither Party may assign


or transfer this Agreement without the prior written consent of the other Party which shall not be unreasonably withheld. Any assignment or delegation under this section will not relieve the Parties to this Agreement of any of their obligations under this Agreement or prejudice any of their rights whether arising before or after the date of the assignment.

- l. Survival. In addition to those specifically set forth in the Agreement, the following Sections will survive the termination or expiration of this Agreement: 1 (Assignment); 2 (Debt Forgiveness); 5 (Limitation of Liability); 6d (Termination); and 7 (Miscellaneous).
- m. Compliance with Applicable Laws. Each Party hereto will comply with all applicable laws and regulations, including import-export laws.
- n. Multiple Counterparts. This Agreement may be executed in counterparts and by facsimile or .pdf attached to an email, each of which shall be deemed an original and taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement or caused their duly authorized representatives to execute this Agreement as of the date first above written.

KANGAROO MANUFACTURING, INC.

OPTIMISTIC INVESTMENTS LLC

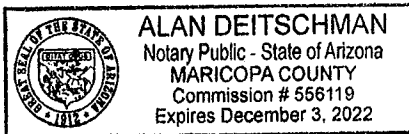


By: Justin Ligeri
Its: CEO
Date: May __, 2019


By: Joshua Tischer
Its: Member
Date: May __, 2019

7350 S. Kyrene
Suite 104
Tempe, AZ 85283
Phone: 401.222.0060
Email: jnicola@kangaroomfg.com

2261 W. Jacinto Circle,
Mesa, AZ 85202
Phone: 480.220.7926
Email: tischerjd@cox.net
Copy to: Susan E. Chetlin
Phone: 602.274.7611
Email: schetlin@bcattorneys.com



*I witnessed the hand of Justin Ligeri
on the 30th of May 2019.*

notary 
Commission exp. 12/3/2022 7

or transfer this Agreement without the prior written consent of the other Party which shall not be unreasonably withheld. Any assignment or delegation under this section will not relieve the Parties to this Agreement of any of their obligations under this Agreement or prejudice any of their rights whether arising before or after the date of the assignment.

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KANGAROO MANUFACTURING, INC.

OPTIMISTIC INVESTMENTS LLC

By: Justin Ligeri
Its: CEO
Date: May ____, 2019


7350 S. Kyrene
Suite 104
Tempe, AZ 85283
Phone: 401.222.0060
Email: jnicola@kangaroomfg.com


By: Joshua Tischer
Its: Member
Date: May 31, 2019






2261 W. Jacinto Circle,
Mesa, AZ 85202
Phone: 480.220.7926
Email: tischerjd@cox.net
Copy to: Susan E. Chetlin
Phone: 602.274.7611
Email: schetlin@bcattorneys.com

EXHIBIT A
ASSIGNED MARKS

1. 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: 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

				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	06/20/2016/ 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	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		856884-007129

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- Cutipie 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	60's Rock Band Wig	856884-007631
10469	Cleopatra Wig	856884-007648
10471	Regal Kings Robe	856884-007679
10472	Bee Costume	856884-007662
10473	Victorian Vampire Countess Small	856884-007686
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	Cootie Catchers Valentine's Cards	850216-008044
10511	Rainbow Unicorn Valentine's Cards	850216-008051

10512	Mini Valentine's Heart Doilies	850216-008068
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	855058-008696
10591	Dinosaur Valentines Cards	850001-813105
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	855058-008887
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	850216-008112
10614	Putty Area 51 50g	855058-008443
10615	Putty Metallic Gold 50g	855058-008610
10616	Putty Holographic 50g	855058-008603
10617	Super Cool Glow Putty 3 Pack	855058-008948
10618	Super Cool Putty 3 Pack	855058-008955
10619	Super Cool Putty 12 Pack	855058-008962
10623	NEW Police Megaphone	857596-006615
10631	Master Emergency Back Pack (not to use)	850001-813150
10632	Pop Oh Ver Bundle	850001-813167
10633	Glow Stars OIG	691325-373360
10634	Dragon Glitter Ring Float	850001-813181
10648	Mixed Rubber Ducks - 100 Pack	850001-813341
10649	Christmas Bulb Necklace	850001-813358
10650	Disco Ball	850001-813365
10651	72 Pack of Mini Bubbles	850001-813372
10652	Aluminum Poker Set	850001-813389
10653	50PC PUTTY & SLIME ASSORTMENT	850001-813396
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
10686	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	850006-950263
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

EXHIBIT B

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of May 30, 2019, by Kangaroo Manufacturing, Inc., a Florida corporation, ("Assignor") in favor of Optimistic Investments LLC, a Delaware LLC ("Assignee").

WHEREAS, Assignor owned the Assigned Marks (as defined below);

WHEREAS, by virtue of that certain Assignment and Reseller Agreement, dated as of May 30, 2019, Assignor assigned to Assignee, all right, title and interest in and to the Assigned Marks, and the goodwill associated therewith; and

WHEREAS, it is desired that the transfer of the Assigned Marks be made of record in the U.S. Patent and Trademark Office and intellectual property offices of other countries.

Now, therefore, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor hereby confirms the assignment to Assignee effective as of the date first written above, and otherwise assigns, all right, title and interest, in and to (i) the trademarks set forth in Exhibit 1 hereto; (ii) the domain names set forth in Exhibit 1; (iii) any trademarks, service marks, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in Exhibit 1, and (iv) the good will and common law rights associated with any of the foregoing ("the Assigned Marks"), as well as the right to file for protection of the Assigned Marks in any jurisdiction and the right to sue for infringement of the Assigned Marks. At Assignee's request, Assignor agrees to perform all acts and execute all documents necessary for Assignee to perfect its ownership in and to the Assigned Marks.

This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which when taken together, will constitute one and the same instrument.

[Signature Page Follows]

Assignor:

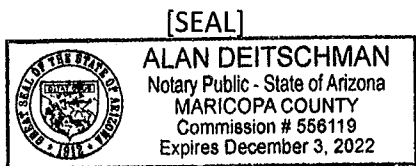
Kangaroo Manufacturing, Inc.

By: [Signature]
Name: Justin Ligeri
Title: CEO
Date: May 30 2019

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

Before me this 30th day of May 2019, personally appeared before me, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purposes set forth herein.

My commission expires: 12/3/2022



[Signature]
Notary Public

ACKNOWLEDGED, AGREED AND ACCEPTED:

Assignee:

OPTIMISTIC INVESTMENTS LLC

By: _____
Name: Joshua Tischer
Title: Member
Date: May __, 2019

Assignor:

Kangaroo Manufacturing, Inc.

By: _____

Name: Justin Ligeri

Title: CEO

Date: May _____, 2019

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

Before me this _____ day of May 2019, personally appeared before me, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purposes set forth herein.

My commission expires: _____


[SEAL]

Notary Public

ACKNOWLEDGED, AGREED AND ACCEPTED:

Assignee:

OPTIMISTIC INVESTMENTS LLC

By:  _____


Name: Joshua Tischer


Title: Member






Date: May 31, 2019

**EXHIBIT 1
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: 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 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
 Kangaroo	US	06/20/2016/ 01/31/2017	87077866/ 5132990	Class 21: Cups and mugs; Servingware for serving food and drinks
 Kangaroo	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
 Kangaroo	US	01/21/2015/ 04/12/2106	866977569/ 4936937	Class 21: Soapstone cubes for chilling whiskey
 Kangaroo	IR/ CN, EM	06/02/2016/ 02/13/2017	1345600	Basic Registration US 5132989
 Lil' Sprouts	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

EXHIBIT II TO DECLARATION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kangaroo Manufacturing,, Inc.		05/30/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Optimistic Investments, LLC		
Street Address:	2261 W. Jacinto Circle		
City:	Mesa		
State/Country:	ARIZONA		
Postal Code:	85202		
Entity Type:	Limited Liability Company: DELAWARE		
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	
Registration Number:	5437444	ULTRA-GLOW SUPER STARS	
Registration Number:	5433422	ILLUMAGLOW 2.0	
Registration Number:	5629199	RESCUE GUARD	
Serial Number:	86717445	EMOJIUNIVERSE	
Serial Number:	87586926	COUNTERFEIT BLONDE	
CORRESPONDENCE DATA			
Fax Number:	6022340341		
<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:	602-274-7611		

OP \$365.00 4897428

Email: schetlin@bcattorneys.com
Correspondent Name: Susan E. Chetlin
Address Line 1: Burch & Cracchiolo, 702 E. Osborn Road
Address Line 2: Suite 200
Address Line 4: Phoenix, ARIZONA 85014

NAME OF SUBMITTER: Susan E. Chetlin

SIGNATURE: /Susan E. Chetlin/

DATE SIGNED: 06/14/2019

Total Attachments: 6

source=20190530 Trademark Assignment - executed#page1.tif

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of May 30, 2019, by Kangaroo Manufacturing, Inc., a Florida corporation, ("Assignor") in favor of Optimistic Investments LLC, a Delaware LLC ("Assignee").

WHEREAS, Assignor owned the Assigned Marks (as defined below);

WHEREAS, by virtue of that certain Assignment and Reseller Agreement, dated as of May 30, 2019, Assignor assigned to Assignee, all right, title and interest in and to the Assigned Marks, and the goodwill associated therewith; and

WHEREAS, it is desired that the transfer of the Assigned Marks be made of record in the U.S. Patent and Trademark Office and intellectual property offices of other countries.

Now, therefore, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor hereby confirms the assignment to Assignee effective as of the date first written above, and otherwise assigns, all right, title and interest, in and to (i) the trademarks set forth in Exhibit 1 hereto; (ii) the domain names set forth in Exhibit 1; (iii) any trademarks, service marks, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in Exhibit 1, and (iv) the good will and common law rights associated with any of the foregoing ("the Assigned Marks"), as well as the right to file for protection of the Assigned Marks in any jurisdiction and the right to sue for infringement of the Assigned Marks. At Assignee's request, Assignor agrees to perform all acts and execute all documents necessary for Assignee to perfect its ownership in and to the Assigned Marks.

This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which when taken together, will constitute one and the same instrument.

[Signature Page Follows]

Assignor:

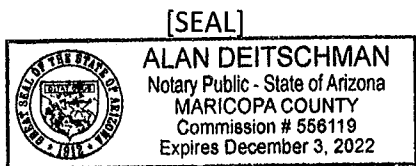
Kangaroo Manufacturing, Inc.

By: [Signature]
Name: Justin Ligeri
Title: CEO
Date: May 30 2019

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

Before me this 30th day of May 2019, personally appeared before me, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purposes set forth herein.

My commission expires: 12/3/2022



[Signature]
Notary Public

ACKNOWLEDGED, AGREED AND ACCEPTED:

Assignee:

OPTIMISTIC INVESTMENTS LLC

By: _____
Name: Joshua Tischer
Title: Member
Date: May __, 2019

Assignor:

Kangaroo Manufacturing, Inc.

By: _____

Name: Justin Ligeri

Title: CEO

Date: May _____, 2019

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

Before me this _____ day of May 2019, personally appeared before me, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purposes set forth herein.

My commission expires: _____


[SEAL]

Notary Public

ACKNOWLEDGED, AGREED AND ACCEPTED:

Assignee:

OPTIMISTIC INVESTMENTS LLC

By:  _____


Name: Joshua Tischer


Title: Member






Date: May 31, 2019

**EXHIBIT 1
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: 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 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
 Kangaroo	US	06/20/2016/ 01/31/2017	87077866/ 5132990	Class 21: Cups and mugs; Servingware for serving food and drinks
 Kangaroo	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
 Kangaroo	US	01/21/2015/ 04/12/2106	866977569/ 4936937	Class 21: Soapstone cubes for chilling whiskey
 Kangaroo	IR/ CN, EM	06/02/2016/ 02/13/2017	1345600	Basic Registration US 5132989
 Lil' Sprouts	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

EXHIBIT III TO DECLARATION



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 17, 2019

PTAS

SUSAN E. CHETLIN
BURCH & CRACCHIOLO, 702 E. OSBORN ROAD
SUITE 200
PHOENIX, AZ 85014

900502698

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/14/2019

REEL/FRAME: 6670/0275
NUMBER OF PAGES: 8

BRIEF: ASSIGNS THE ENTIRE INTEREST

ASSIGNOR:

KANGAROO MANUFACTURING,, INC.

DOC DATE: 05/30/2019
CITIZENSHIP: FLORIDA
ENTITY: CORPORATION

ASSIGNEE:

OPTIMISTIC INVESTMENTS, LLC

2261 W. JACINTO CIRCLE
MESA, ARIZONA 85202

CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 86412031

REGISTRATION NUMBER: 4969574

MARK: LIL' SPROUTS

DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/01/2014

REGISTRATION DATE: 05/31/2016

SERIAL NUMBER: 86427471

REGISTRATION NUMBER: 5004070

MARK: LIL' SPROUTS

DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
STYLIZED FORM

FILING DATE: 10/17/2014

REGISTRATION DATE: 07/19/2016

SERIAL NUMBER: 86510382 FILING DATE: 01/21/2015
REGISTRATION NUMBER: 4980760 REGISTRATION DATE: 06/21/2016
MARK: KANGAROO MANUFACTURING
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 86510396 FILING DATE: 01/21/2015
REGISTRATION NUMBER: 4897428 REGISTRATION DATE: 02/09/2016
MARK: KANGAROO
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 86707317 FILING DATE: 07/28/2015
REGISTRATION NUMBER: 5263260 REGISTRATION DATE: 08/15/2017
MARK: MR. KITCHEN
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 86717445 FILING DATE: 08/06/2015
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: EMOJIUNIVERSE
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 86977569 FILING DATE: 01/21/2015
REGISTRATION NUMBER: 4936937 REGISTRATION DATE: 04/12/2016
MARK: KANGAROO MANUFACTURING
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 87077842 FILING DATE: 06/20/2016
REGISTRATION NUMBER: 5132989 REGISTRATION DATE: 01/31/2017
MARK: KANGAROO
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 87077866 FILING DATE: 06/20/2016
REGISTRATION NUMBER: 5132990 REGISTRATION DATE: 01/31/2017
MARK: KANGAROO MANUFACTURING
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 87586926 FILING DATE: 08/28/2017
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: COUNTERFEIT BLONDE
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87592505 FILING DATE: 08/31/2017
REGISTRATION NUMBER: 5437444 REGISTRATION DATE: 04/03/2018
MARK: ULTRA-GLOW SUPER STARS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87592519 FILING DATE: 08/31/2017
REGISTRATION NUMBER: 5433422 REGISTRATION DATE: 03/27/2018
MARK: ILLUMAGLOW 2.0
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87632519 FILING DATE: 10/03/2017
REGISTRATION NUMBER: 5474531 REGISTRATION DATE: 05/22/2018
MARK: KANGAROO
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87668654
REGISTRATION NUMBER: 5629199
MARK: RESCUE GUARD
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/01/2017
REGISTRATION DATE: 12/11/2018

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

EXHIBIT IV TO DECLARATION

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.

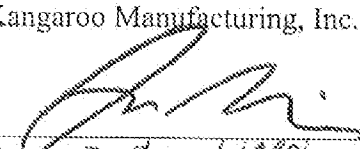
15. **Effectiveness.** This assignment will become effective when all parties have signed it. The date this assignment is signed by the last party to sign it (as indicated by the date associated with the party's signature) will be deemed the date of this agreement.

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:

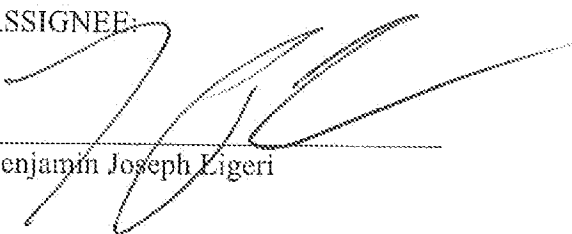
Kangaroo Manufacturing, Inc.


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

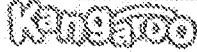
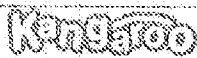
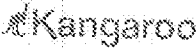

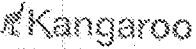

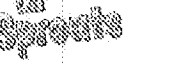
Mark	Country	Filing Date/ Reg. Date	Ser. No./ Reg. No.	Notes
	US	01/21/2015 02/09/2016	86510386 4897428	Class 28: Novelty toy item in the nature of artificial slime; Kits consisting primarily of soft sculpture toys; Kits consisting primarily of children's multiple activity toys; Kits consisting of toy 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	855058-008865
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	850001-813566
10670	6 Jumbo dinos	850001-813583
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

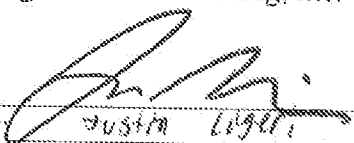
FORM OF TRADEMARK ASSIGNMENT

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:

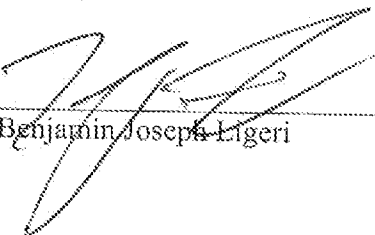

Benjamin Joseph Ligeri

Exhibit "B"

ASSIGNED MARKS

Trademarks

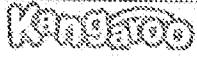


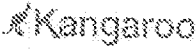
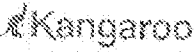
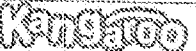
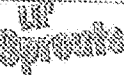
Mark	Country	Filing Date/ Reg. Date	Ser. No./ Reg. No.	Notes
	US	01/21/2015 02/09/2016	86510396 4897428	Class 28: Novelty toy item in the nature of artificial slime; Kits consisting primarily of soft sculpture toys; Kits consisting primarily of children's multiple activity toys; Kits consisting of toy 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

EXHIBIT V TO DECLARATION

Pages from Exhibit A to
Optimistic Agreement

Pages from Exhibit A to Purported Assignment
from KMI to Ben Ligeri

4. Trademark

MARK	CLASS	REGISTRATION NO.	REGISTRATION DATE	DESCRIPTION
100000000	25	000000000	00000000	<p>THE MARK CONSISTS OF THE WORDS "KMI" IN A STYLIZED FONT WITH A REGISTERED TRADEMARK SYMBOL. THE MARK IS USED ON T-SHIRTS, SWEATSHIRTS, AND OTHER APPAREL.</p> <p>THE MARK IS REGISTERED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE UNDER CLASS 25.</p>
100000000	25	000000000	00000000	<p>THE MARK CONSISTS OF THE WORDS "KMI" IN A STYLIZED FONT WITH A REGISTERED TRADEMARK SYMBOL. THE MARK IS USED ON T-SHIRTS, SWEATSHIRTS, AND OTHER APPAREL.</p> <p>THE MARK IS REGISTERED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE UNDER CLASS 25.</p>

5

4. Trademark

MARK	CLASS	REGISTRATION NO.	REGISTRATION DATE	DESCRIPTION
100000000	25	000000000	00000000	<p>THE MARK CONSISTS OF THE WORDS "KMI" IN A STYLIZED FONT WITH A REGISTERED TRADEMARK SYMBOL. THE MARK IS USED ON T-SHIRTS, SWEATSHIRTS, AND OTHER APPAREL.</p> <p>THE MARK IS REGISTERED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE UNDER CLASS 25.</p>
100000000	25	000000000	00000000	<p>THE MARK CONSISTS OF THE WORDS "KMI" IN A STYLIZED FONT WITH A REGISTERED TRADEMARK SYMBOL. THE MARK IS USED ON T-SHIRTS, SWEATSHIRTS, AND OTHER APPAREL.</p> <p>THE MARK IS REGISTERED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE UNDER CLASS 25.</p>

TRADEMARK
REEL: 007377 FRAME: 0758

4. Trademark

MARK	CLASS	REGISTRATION NO.	REGISTRATION DATE	DESCRIPTION
100000000	25	000000000	00000000	<p>THE MARK CONSISTS OF THE WORDS "KMI" IN A STYLIZED FONT WITH A REGISTERED TRADEMARK SYMBOL. THE MARK IS USED ON T-SHIRTS, SWEATSHIRTS, AND OTHER APPAREL.</p> <p>THE MARK IS REGISTERED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE UNDER CLASS 25.</p>
100000000	25	000000000	00000000	<p>THE MARK CONSISTS OF THE WORDS "KMI" IN A STYLIZED FONT WITH A REGISTERED TRADEMARK SYMBOL. THE MARK IS USED ON T-SHIRTS, SWEATSHIRTS, AND OTHER APPAREL.</p> <p>THE MARK IS REGISTERED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE UNDER CLASS 25.</p>

5

4. Trademark

MARK	CLASS	REGISTRATION NO.	REGISTRATION DATE	DESCRIPTION
100000000	25	000000000	00000000	<p>THE MARK CONSISTS OF THE WORDS "KMI" IN A STYLIZED FONT WITH A REGISTERED TRADEMARK SYMBOL. THE MARK IS USED ON T-SHIRTS, SWEATSHIRTS, AND OTHER APPAREL.</p> <p>THE MARK IS REGISTERED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE UNDER CLASS 25.</p>
100000000	25	000000000	00000000	<p>THE MARK CONSISTS OF THE WORDS "KMI" IN A STYLIZED FONT WITH A REGISTERED TRADEMARK SYMBOL. THE MARK IS USED ON T-SHIRTS, SWEATSHIRTS, AND OTHER APPAREL.</p> <p>THE MARK IS REGISTERED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE UNDER CLASS 25.</p>

TRADEMARK
REEL: 007377 FRAME: 0760

Pages from Exhibit A to Optimistic Agreement

Pages from Exhibit A to Purported Assignment from KMI to Ben Ligeri

Table of trademarks with columns for Registration No., Trademark Name, and Status.

REGISTRATION NO.	TRADEMARK NAME	STATUS
3146	AKG	REGISTRATION
3147	AKG	REGISTRATION
3148	AKG	REGISTRATION
3149	AKG	REGISTRATION
3150	AKG	REGISTRATION
3151	AKG	REGISTRATION
3152	AKG	REGISTRATION
3153	AKG	REGISTRATION
3154	AKG	REGISTRATION
3155	AKG	REGISTRATION
3156	AKG	REGISTRATION
3157	AKG	REGISTRATION
3158	AKG	REGISTRATION
3159	AKG	REGISTRATION
3160	AKG	REGISTRATION
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3175	AKG	REGISTRATION
3176	AKG	REGISTRATION
3177	AKG	REGISTRATION
3178	AKG	REGISTRATION
3179	AKG	REGISTRATION
3180	AKG	REGISTRATION

Table of trademarks with columns for Registration No., Trademark Name, and Status.

REGISTRATION NO.	TRADEMARK NAME	STATUS
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3205	AKG	REGISTRATION
3206	AKG	REGISTRATION
3207	AKG	REGISTRATION
3208	AKG	REGISTRATION
3209	AKG	REGISTRATION
3210	AKG	REGISTRATION

Table of trademarks with columns for Registration No., Trademark Name, and Status.

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3238	AKG	REGISTRATION
3239	AKG	REGISTRATION
3240	AKG	REGISTRATION

Table of trademarks with columns for Registration No., Trademark Name, and Status.

REGISTRATION NO.	TRADEMARK NAME	STATUS
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3265	AKG	REGISTRATION
3266	AKG	REGISTRATION
3267	AKG	REGISTRATION
3268	AKG	REGISTRATION
3269	AKG	REGISTRATION
3270	AKG	REGISTRATION

EXHIBIT VI TO DECLARATION



Header area containing the kangaroo logo and navigation menu.

Product listing section for 'Specialty stores or costume specialty sections of online retailers'.

Product listing section for 'Basic Registration US 5132989'.

Product listing section for 'Specialty stores or costume specialty sections of online retailers'.

Table with columns: Registration Number, Filing Date, Class, and Description. Rows include registrations for 'KANGAROO', 'WILLY WONKA', 'SWEETHEART', etc.

2. Domain names
kangaroomfg.com Registrar: GoDaddy.com, LLC

3. Universal Product Codes

Table with columns: Class, Product Name, and UPC. Rows include 'Kangaroo Machine', 'Kangaroo Food', and 'Kangaroo Squares'.

4. Trademark Information

Footer area containing contact information, social media links, and legal disclaimers.

Chocolate candies; Lnewing gum
 Gummy candies
 Class 21: Cups and mugs; Servin
 for serving food and drinks
 Class 25: Headgear, namely, cos
 hat
 Julia Williams, 4/2/19 7:30-00 AM internet
 US 86427471 28: Toys, namely compressed
 when immersed in water. LIL SPROUTS US 2
 namely compressed figures that expand when
 MR. KITCHEN US 5263260 21: Various house
 goods. CHILIN' CUBES BY MR. KITCHEN US
 Soapstone cubes EMOJI UNIVERSE US 8671
 Mugs; 28: Balls, puzzles, masks. NAUGHTY GO
 28: Board and card games. Counterfeit Blonde
 Cosmetics; 9: Eyewear; 18: Handbags; 25: App
 Super Stars US 87592505 16: Wall stickers. Lil
 87592505 16: Wall stickers. Rescue Guard US
 Medical emergency kits; 9: Emergency kits

28: Toys, namely compressed figures
 expand when immersed in water
 28: Toys, namely compressed figures
 expand when immersed in water
 21: Various household and kitchen a
 21: Soapstone cubes
 16: Stamps; 21: Mugs; 28: Balls, puzzl
 masks
 28: Board and card games

US	06/20/2016/ 01/31/2017	87077866/ 5132990	Chocolate candies; Lnewing gum Gummy candies
US	01/21/2015/ 06/21/2016	86510382/ 4980760	Class 21: Cups and mugs; Servin for serving food and drinks
US	01/21/2015/ 04/12/2106	866977569/ 4936937	Class 25: Headgear, namely, cos hat
IR/ CN, EM	06/02/2016/ 02/13/2017	1345600	spe
US		86427471	sec
US		4969574	Clas
US		5263260	whi
US		86748441	Bas
US		86717445	28: Toys, namely compressed figures expand when immersed in water
US		86847011	28: Toys, namely compressed figures expand when immersed in water