

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Giddy Up, L.L.C.	10/31/2006
RECEIVING PARTY DATA	
Name:	Elmer's Products, Inc.
Street Address:	One Easton Oval, Suite 200
City:	Columbus
State/Country:	OHIO
Postal Code:	43219
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	10733828
Application Number:	10866922
Application Number:	60833057
Application Number:	60432550
Application Number:	29251793
CORRESPONDENCE DATA	
Fax Number:	(717)237-5300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	717-232-8000
Email:	patents@mwn.com
Correspondent Name:	Holly J. Lawrence
Address Line 1:	100 Pine Street, P.O. Box 1166
Address Line 4:	Harrisburg, PENNSYLVANIA 17108-1166
ATTORNEY DOCKET NUMBER:	22402-0127
NAME OF SUBMITTER:	Holly J. Lawrence

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Total Attachments: 4

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PATENT AND TRADEMARK ASSIGNMENT

WHEREAS, **Giddy Up, L.L.C.**, a limited liability company organized and existing under and by virtue of the laws of Michigan and having its principal place of business at 3630 Plaza Drive, #6, Ann Arbor, Michigan 48108, ("ASSIGNOR"), owns the entire right, title and interest in and to the trademarks identified on Schedule A attached hereto and the patents identified on Schedule B attached hereto, including any and all foreign counterparts of such trademarks and patents (the "Properties").

WHEREAS **Elmer's Products, Inc.**, a corporation organized and existing under and by virtue of the laws of Delaware and having an address at One Easton Oval, Suite 200, Columbus, Ohio 34219 ("ASSIGNEE"), is desirous of acquiring the entire right, title and interest in, to and under the Properties.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the ASSIGNOR hereby sells, assigns, and transfers unto ASSIGNEE the entire right, title and interest in and to the Properties, including

(1) the trademarks and trademark registrations listed on Schedule "A" hereto, together with the goodwill of the business symbolized by the trademarks and trademark registration, together with all claims for damages by reason of past infringement of said trademarks, with the right to sue for and collect the same for ASSIGNEE'S own use and enjoyment, and for the use and enjoyment of ASSIGNEE'S successors, assigns, or other legal representatives; and

(2) the patents listed on Schedule "B" including any continuations, continuations in part, divisions, reissues, reexaminations and extensions thereof or which are in any way otherwise related and all rights therein provided by international conventions and treaties, together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for ASSIGNEE'S own use and enjoyment, and for the use and enjoyment of ASSIGNEE'S successors, assigns, or other legal representatives.

THE ASSIGNOR hereby covenants that ASSIGNOR shall, at the cost and expense of ASSIGNEE and upon ASSIGNEE's reasonable request, take all further actions and execute all additional documents necessary or desirable to perfect the interest of ASSIGNEE in and to the Properties, and shall not enter into any agreement in conflict with this Assignment;

THE ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States, whose duty is to issue patents, trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

THIS ASSIGNMENT is being made in conjunction with a transaction in which the ASSIGNEE is a successor to the ongoing and existing business of the ASSIGNOR.

IN WITNESS WHEREOF, the ASSIGNOR has caused this Assignment to be duly executed by its duly authorized officer on the date set forth below.


DATED AS OF: October 31, 2006

ASSIGNOR:
GIDDY UP, L.L.C.

By: 
Joshua H. Hokempner, President

County of Washtenaw)
State of Michigan)

Subscribed and Sworn to me
this 30th day of October, 2006.

 Notary Public
County of _____, Michigan
Acting in _____ county
My Commission Expires:

AUDREY PRICE DIMARZO
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES May 8, 2011
ACTING IN COUNTY OF Washtenaw

SCHEDULE A

<u>Registered Trademarks</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Abracadazzle	3,067,300	3/23/2003	3/14/2006
Booksitter	2,823,971	10/31/2002	3/16/2004
Color-n-Carry	2,795,925	9/16/2002	12/16/2003
Colorblast (class 16)	2,926,783	10/27/2003	2/15/2005
Colorblast (class 28)	3,014,570	3/30/2004	11/15/2005
Giddy Up (class 16)	3,099,810	4/25/2005	6/6/2006
Giddy Up (class 28)	3,084,282	4/25/2005	4/25/2006
Snail (Design Mark)	2,984,696	3/30/2004	8/16/2005
Surprize Ink	2,798,810	4/18/2002	12/23/2003
Surprizes Velour	3,098,707	2/10/2005	5/30/2006
Water WOW	3,098,706	2/10/2005	5/30/2006
WOW Paper	3,011,877	2/11/2004	11/1/2005
WOW Scratchers	3,096,218	11/2/2004	5/23/2006

<u>Pending Trademark Applications</u>	<u>Application No.</u>	<u>Filing Date</u>
WOW! (Design Mark)	76/631,129	2/10/2005
Padzooks	76/477,231	12/16/2002
Velvet WOW	76/631,127	2/10/2005
This Into That	78/915,776	6/23/2006
WOW Velvet	78/781,247	12/27/2005

Unregistered Trademarks

Rub n Color
QuizInk
Magical Masterpiece

Schedule B

1. U.S. Patent Application Serial No. 10/733,828; Filed: 12/11/2003; Publication Date: 10/07/2004; Entitled: ACTIVITY KIT, PARTICULARLY FOR CHILDREN AND YOUNG ADULTS
2. U.S. Patent Application Serial No. 10/866,922; Filed: 6/14/2004; Publication Date: 12/15/2005; Entitled: PRINTED MATERIALS WITH COLOR-CHANGE INKS TO CREATE UNIQUE DESIGNS
3. U.S. Provisional Patent Application Serial No. 60/833,057; Filed: 7/25/2006; Entitled: THREE-DIMENSIONAL FORMED SHEET APPARATUS
4. U.S. Provisional Patent Application Serial No. 60/432,550; Filed: 12/11/2002; Entitled: ACTIVITY KIT, PARTICULARLY FOR CHILDREN AND YOUNG ADULTS; Expired
5. U.S. Design Patent Application Serial No. 29/251,793; Filed: 1/12/2003