

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Angels Landing, Inc.	05/23/2007

RECEIVING PARTY DATA

Name:	Learning Curve Brands, Inc.
Street Address:	2021 9th Street SE
City:	Dyersville
State/Country:	IOWA
Postal Code:	52040

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	11195140
Application Number:	60806132
Application Number:	11120043

CORRESPONDENCE DATA

Fax Number: (414)298-8097

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Correspondent Name: Emily C. Canedo

Address Line 1: 1000 North Water Street

Address Line 2: Suite 2100

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:

10039

NAME OF SUBMITTER:

Michele Dietz

Total Attachments: 4

PATENT

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REEL: 019435 FRAME: 0657

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment") is made as of the 23<sup>rd</sup> day of May, 2007, between ANGELS LANDING, INC., an Ohio corporation ("Assignor") and LEARNING CURVE BRANDS, INC., a Delaware corporation (the "Assignee").

### RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement") between the Assignor and the Assignee, the Assignee has agreed to purchase substantially all of the assets of the Assignor. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Asset Purchase Agreement.

B. Assignor is the owner of the Assigned Patents (as defined below).

C. Assignor desires to grant an assignment of all of its right, title, and interest in and to the Assigned Patents to Assignee, and Assignee desires to accept such assignment.

### AGREEMENT

For valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Patents. The term "Assigned Patents" shall mean those patent applications listed in Appendix A attached hereto and made a part hereof, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue or reexamination of any Assigned Patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model or other United States or foreign patent.

2. Assignment of the Assigned Patents. Assignor hereby assigns and transfers to Assignee, its successors and assigns Assignor's entire right and title to and interest in the Assigned Patents.

3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

4. Representations and Warranties. Nothing in this Patent Assignment shall be deemed to supersede or expand or limit any of the obligations, agreements, covenants, representations or warranties of the Assignor or Assignee in the Asset Purchase Agreement.

5. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and

expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (a) in the prosecution and maintenance of the Assigned Patents; (b) in the prosecution or defense of any interference, opposition, infringement, or other proceeding that may arise in connection with the Assigned Patents; and (c) in the implementation or perfection of this Assignment. Assignor agrees that it shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability, or ownership of the Assigned Patents.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee as of the date first written above.

ASSIGNOR:

ANGELS LANDING, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*John Reedl*  
*John Reedl*  
*President*

ASSIGNEE:

LEARNING CURVE BRANDS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (a) in the prosecution and maintenance of the Assigned Patents; (b) in the prosecution or defense of any interference, opposition, infringement, or other proceeding that may arise in connection with the Assigned Patents; and (c) in the implementation or perfection of this Assignment. Assignor agrees that it shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability, or ownership of the Assigned Patents.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee as of the date first written above.


ASSIGNOR:

ANGELS LANDING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

LEARNING CURVE BRANDS, INC.

By:  \_\_\_\_\_  
Name: Peter Huxley  
Title: PRESIDENT

APPENDIX A  
ASSIGNED PATENTS

PATENT APP. NO.	COUNTRY	TITLE	FILING DATE
11/195,140	U.S.	Folding High Chair	08/02/2005
2005010134120	China	Folding High Chair	12/26/2005
2006000015239	United Kingdom	Folding High Chair	08/01/2006
2006000006948	France	Folding High Chair	07/28/2006
60/806,132	U.S.	Pad for a Juvenile Car Seat	06/29/2006
11/120,043	U.S.	Foldable Stroller	05/02/2005