

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5049102

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PLOW & HEARTH, LLC	01/01/2018
RECEIVING PARTY DATA		
Name:	CHILDREN'S GROUP, LLC	
Street Address:	5915 MIDLOTHIAN TURNPIKE	
City:	RICHMOND	
State/Country:	VIRGINIA	
Postal Code:	23225	
PROPERTY NUMBERS Total: 13		
Property Type	Number	
Patent Number:	D805826	
Patent Number:	9814990	
Patent Number:	9789409	
Patent Number:	D786533	
Patent Number:	9630119	
Patent Number:	9345975	
Patent Number:	9254446	
Application Number:	29540524	
Application Number:	29575835	
Application Number:	15250825	
Application Number:	15250799	
Application Number:	15708056	
Application Number:	15783225	
CORRESPONDENCE DATA		
Fax Number:	(404)885-3900	
<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:	4048852591	
Email:	JANE.SMITH@TROUTMANSANDERS.COM, eReceipts@troutmansanders.com	
Correspondent Name:	TROUTMAN SANDERS LLP	

PATENT

Address Line 1:	600 PEACHTREE ST., NE, SUITE 3000
Address Line 4:	ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	249818.000003 (CJF)
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NAME OF SUBMITTER:	RYAN A. SCHNEIDER
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SIGNATURE:	/Ryan A. Schneider, Reg. #45083/
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DATE SIGNED:	07/13/2018
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Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated effective as of January 1, 2018 ("**Effective Date**"), is made by and between Plow & Hearth, LLC, formerly known as PH International, LLC, ("**Assignor**"), a Delaware limited liability company, located at 7021 Wolftown-Hood Road, Madison, Virginia, in favor of Children's Group, LLC ("**Assignee**"), a Virginia limited liability company, located at 5915 Midlothian Turnpike, Richmond, Virginia (each a "**Party**" and collectively, the "**Parties**").

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to certain intellectual property of Assignor (the "**IP Assets**"), and has agreed to execute and deliver this IP Assignment;

WHEREAS, the Parties desire to enter into this IP Assignment; and

WHEREAS, Assignor and Assignee agree to the use of this instrument for the recording of IP Assets with domestic and foreign governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration of one hundred dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**"); provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 2 hereto, the transfer of such applications accompanies, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the registered and unregistered copyrights in both published and unpublished works, and all copyright registrations and applications and any renewals or extensions thereof (the "**Copyrights**") as identified in Schedule 3 hereto;

thereof as well as to cooperate reasonably with Assignee in obtaining and/or providing information required in any proceeding relating to the Domain Names. Assignor further agrees to follow Assignee's reasonable instructions in order to effectuate the transfer of the Domain Name registrations in a timely manner. Specifically, Assignor agrees to prepare and transmit the necessary Registrant Name Change Agreements (RCNA's) or other written authorizations and/or instruction and/or to correspond with the applicable registrars to instruct and authorize transfer of the Domain Name registrations, including by providing to Assignee a functioning user name and password.

3. All Liabilities Excluded. The Assignee does not assume and shall not be liable for, and Assignor retains and shall remain solely liable for and obligated to discharge, all of the debts, contracts, agreements, commitments, obligations and other liabilities of any nature whatsoever associated with the Assigned IP to the extent arising prior to the Effective Date, whether known or unknown, accrued or not accrued, fixed or contingent. The Assignee shall be responsible and liable for all liabilities and obligations of any nature whatsoever associated with the Assigned IP to the extent arising on or after the Effective Date, whether known or unknown, accrued or not accrued, fixed or contingent.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Further Assurances.

(a) At the Effective Date, and from time to time thereafter as reasonably requested in writing by Assignee, Assignor shall make all appropriate filings to effect the transfer of all of Assignor's rights, titles and interests in, to and under the Assigned IP.

(b) Assignor shall, at Assignee's expense, provide to Assignee, its successors, assigns or other representatives, reasonable and prompt cooperation and assistance as may be reasonably required in connection with (i) Assignee effectuating the purposes of this IP Assignment (including, without limitation, by executing and delivering affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documentation and performing any other actions as may be required to affect the transfer of all of Assignor's rights, titles and interests in, to and under the Assigned IP and to enable Assignee to obtain the full benefits of this Assignment), (ii) Assignee preparing and prosecuting any applications relating to the Assigned IP, and (iii) Assignee bringing or defending against any infringement suit or other proceeding that may arise in connection with any of the Assigned IP.

(c) Notwithstanding anything foregoing, the Assignee shall procure that all rights, titles and interests to and in the Domain Names and the Customer Information shall be fully transferred to the Assignee on or prior to the proposed Closing Date under the ETA (or with

respect to Domain Names, the applicable change in ownership documentation shall have been submitted to the applicable domain name registrar). To the extent any of the ownership of the above Domain Names and the Customer Information that fails to be transferred to the Assignee prior to the proposed Closing Date under the ETA, the Assignor shall take all actions to procure the Assignee has the exclusive right to control, use or otherwise be entitled to all rights, titles and interests to and in such Domain Names and the Customer Information to the greatest extent permitted by law.

6. License to Related IP. To the extent the titles of the Assigned IP that have not been fully transferred to the Assignee (the “**Related IP**”), the Assignor hereby grants to Assignee, without further consideration, a perpetual, transferable, irrevocable, fully-paid license, throughout the world, with the right to sublicense through multiple levels of sub-licensees to any and all Related IP to (as applicable): (a) reproduce, create derivative works of, distribute, publicly perform, publicly display, transmit, and otherwise use the Related IP in any medium or format, whether now known or hereafter discovered; (b) use, make, have made, sell, have sold, offer to sell, market, promote, import, and otherwise exploit any Related IP; and (c) exercise any and all similar present or future rights in the Related IP.

7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first set forth above.

PLOW & HEARTH, LLC

By: 

Name: Ting Xu

Title: Chief Executive Officer

CHILDREN'S GROUP, LLC

By: 

Name: Ting Xu

Title: Manager

SCHEDULES

SCHEDULE 1

PATENTS

Patents		
Application No.	Patent No.	Title of Invention
	D805,826	Hammock
	9,814,990	Multiuser amusement rocking device
	9,789,409	Recreational swing
	D786,533	Sleeping bag
	9,630,119	Suspended play structure
	9,345,975	Swinging chair
	9,254,446	Suspended play structure
29/540,524		Amusement Rocking Device
29/575,835		Rocking Hammock Stand
15/250,825		Hammock
15/250,799		Rocking Hammock
15/708,056		Multi-Directional and Multi-Planar Dominoes
15/783,225		Multiuser Amusement Rocking Device

SCHEDULE 2 TRADEMARKS

Serial Number	Reg. Number	Word Mark
73641939	1460401	HEARTHSONG
73641997	1455274	HEARTHSONG
74233391	1714548	TOYS YOU'LL FEEL GOOD ABOUT GIVING
74703913	1967546	CHILDREN'S WEAR DIGEST
75822453	2442195	HEARTHSONG
75833874	2442235	HEARTHSONG.COM
76389594	2780434	MAGIC CABIN
76578278	3033508	CHILDHOOD'S PUREST TREASURES
77380372	3495441	CONNECTAGONS
77563167	3583370	HEART-TO-HEARTS
77570670	3580478	IMAGINE MY PLACE
85230960	4022352	HEARTHSONG
85230960	4022352	HEARTHSONG
85403921		THE SILLIES
85403940	4247039	THE SILLIES
85403952	4580473	SILLIES
85703843	4427597	HUGGLEPOD
85715588	4317161	GBOP
86294399	4667123	BBOP
86389124	4819536	ARCHIFORM
86389160	4723308	WHEEL TOWN
86438717	4772134	SKY ISLAND
86444142	4723914	CHOMPOSAURUS
86444148	4772252	WILD TEE
86548067	4888128	SHUFFLE ZONE
86762907	4951081	CONSTRUCTAGONS
86762914	4976800	WONDERWAVE
86860129	5021670	HUGGLEPOD HANGOUT
86931110	5022650	COLOR-MY-HEART
87100318	5155143	GLOW WILD
87089968	5184912	AQUAPOD
87090696	5216697	CHALKSCAPES
87100312	5184940	SUN SHADE POP-UP POOL
87100317	5216739	SKYCURVE
87100373	5215520	HALFPENNY
87216056		SKYDOME
87216692	5217583	JUMP! LEAP! CRAZY FEET!
87216696		HS ACTIVE
87276364	5218621	GOAL FOR IT!
87276370	5218622	ROLL WITH IT!
87276375		IMAGINING ME
87290016	5223320	COLOR POPS
87299199	5218658	JUMP2IT
87357509	5373271	BEST IN PLAY
87509304	5385685	BEST IN PLAY
87578961	5392043	HANGOUT
87621163		CONNECTAGONS DIMENSIONAL DOMINOES
87652086		HEARTHSONG
87703526		BUNGEEBOUNCE
87704394		FUNSHINE

SCHEDULE 3

COPYRIGHTS

Copyrights	
Full Title	Copyright Number
Hearthsong parachute kit	TX 3-223-900
Hearthsong star design.	V 737-390
Hearthsong valentine kit	TX 3-266-247
Topsy turvy troll figure	
VA 685-053	
Topsy turvy trolls—instruction sheet	TX 3-956-739
Celestial Connectagons, 728890.	VA0001986399
CG Fall-Holiday 2017 Unpublished Artwork.	VAu001308449
Connectagons, 730567.	V9938D530
Dilly the Monkey Talking Peek-A-Boo Sillies, 730036.	VA0001987197
Fairy Dresses, 732114-867988 CG FALL-HOL 2017 New Art.	VAu001306444
Flower Hangout, 729677.	VA0002057909
Geometric Connectagons, 730568.	VA0001986383
Gilly the Cat Talking Peek-A-Boo Sillies, 730036.	VA0001986395
Glow in the Dark Connectagons, 730561.	VA0001987193
Halfpenny Family with Grandparents, 730629.	VA0001986380
Halfpenny Neighborhood Friends, 867304.	VA0001986381
Heart to Heart Love Connectagons, 730585.	VA0001986385
Heart to Heart Rainbow Connectagons, 730585.	VA0001986386
HearthSong 2017 Wholesale Digital Catalog.	TX0008404564
HeartSong September 2017 Wholesale Digital Catalog.	TX0008466147
June 30, 2017 CG FALL-HOL New Art Collection - CA.	VAu001306047
June 30, 2017 CG FALL-HOL New Art Collection - DB.	VAu001306197
Lilly Dress Me Sillies, 730103.	VA0001986387
Lilly the Bunny Talking Peek-A-Boo Sillies, 730036.	VA0001987196
Monarch Connectagons, 730425.	VA0001986384
Moonlight Owl.	VA0001986604
New Art for Children's Group Fall 2016.	VAu001271016
New Art for Target Toss and Pop-up Pool.	VAu001236529
New Designs for Plow 2016 Lines.	VAu001236530
P&H Children's Group New Art Holiday 2015.	VAu001230073
P&H Published Photos 2012 BBOP 731120.	VA0002023242
PopOptical Connectagons, 729583.	VA0001986394
Ptero full view et al.	VA0001936735
Published photography 2011 - BBOP 728583.	VA0002023363
Ty Rex front portion et al.	VA0001936733
Under the Sea Connectagons, 725764.	VA0001986388
Velociraptor full overlap view et al.	VA0001936738
Willie the Dog Talking Peek-A-Boo Sillies, 730036.	VA0001989081
Woodland Friends.	
VA0001986596	
Woodland Nesting Set, 867169.	VA0002049038
Woodland Sleeping Bag Fox, 867437.	VA0002041540
Woodland Sleeping Bag Owl, 867437.	VA0002041539

Copyright Applications	
Full Title	Application No.
Connectagons, 730567	1-3318837622
Owl Nesting Set 730424, 867149	1-4312483492
Woodland Hangout, 729678	1-5635197232
Sun ray connector hub for Sunrise climber 732014	1-5644473862
CG Fall-Holiday 2017 Unpublished Artwork	1-5773049022
Hedgehog Snuggle Mat, 866086	1-5773049074
Fairy Wings, 867987	1-5773049135
CG Spring 2018 Unpublished Collection-DB	1-6057595992
CG Spring 2018 Unpublished Collection-CA	1-6057596095
CG Spring 2018 Unpublished Collection-CF	1-6057596192
CG Spring 2018 Unpublished Collection-BM	1-6058109239
CG Spring 2018 Unpublished Collection-LZ	1-6058109286
CG Spring 2018 Unpublished Collection-AT	1-6058109333
HearthSong 2018 Wholesale Digital Catalog	1-6078018562

SCHEDULE 4

DOMAIN NAMES

Domain Names			
boyselastcwaistpants.com	hearthsong.com	learnandplaytoys.com	magiccabindolls.biz
childrensweardigest.com	hearthsong.de	magiccabin.com	magiccabindolls.com
connectagons.com	hearthsong.eu	magiccabindoll.net	magiccabindolls.info
cutewellldressedkids.com	hearthsong.info	magicbindoll.net	magiccabindolls.net
cwdkids.com	hearthsong.jobs	magiccabin.asia	magiccabindolls.org
cwdkidschristmas.com	hearthsong.mobi	magiccabin.biz	magiccabindolls.us
cwdkidschristmaspajamas.com	hearthsong.name	magiccabin.ca	magiccabin-dolls.us
cwdkidscoupon.com	hearthsong.net	magiccabin.co.uk	magic-cabindolls.us
cwdkidscouponcode.com	hearthsong.org	magiccabin.com	magic-cabin-dolls.us
cwdkidscouponcodes.com	hearthsong.us	magic-cabin.com	magiccavindoll.com
cwdkidsdeals.com	hearthsongames.com	magiccabin.de	magiccavindoll.net
cwdkidshalloweenclothes.com	hearthsongbooks.com	magiccabin.eu	magiccavindoll.org
cwdkidshalloweenpajamas.com	hearthsongcrafts.com	magiccabin.jobs	magiccavindolls.com
cwdkidsholidaypajamas.com	hearthsongteens.com	magiccabin.mobi	magiccavindolls.net
cwdkidspajamas.com	hearthsongtoys.com	magiccabin.name	magiccavindolls.org
cwdkidssavings.com	hearthsource.com	magic-cabin.name	magnuts.com
cwdkidsspecials.com	hearthsource.us	magiccabin.net	majiccabindolls.com
familychristmaspjs.com	kidsholidaypajamas.com	magiccabin.org	majiccabindolls.net
familyholidaypajamas.com	kidsmadeinusacllothes.com	magiccabin.us	majiccabindolls.org
hearthheadquarters.com	kidsstreet.net	magic-cabin.us	officialcwdkidscoupon.com
hearthsong.asia	kidzstreet.com	magiccabinbears.com	officialcwdkidscoupons.com
hearthsong.biz	kidzstreet.net	magiccabindoll.biz	officialcwdkidscoupons.net
hearthsong.ca	learnandplay.com	magiccabindoll.com	onemagiccabin.com
hearthsong.cm	learnandplay.org	magiccabindoll.net	rubensbarndolls.com
hearthsong.co.uk	learnandplaycostumes.com	magiccabindoll.org	thechildrensgroup.com