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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM461127

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KID O PRODUCTS INC.		01/23/2018	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	KID O LLC	
Street Address:	8 Nicholas Court	
City:	Dayton	
State/Country:	NEW JERSEY	
Postal Code:	08810	
Entity Type:	Limited Liability Company: NEW YORK	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4245795	MAGNATAB

CORRESPONDENCE DATA

Fax Number: 9735972400

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.

Phone: 9735972500

Email: Istrademark@lowenstein.com

Correspondent Name: Matthew P. Hintz, Esq.
Address Line 1: One Lowenstein Drive

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	30231.13	
NAME OF SUBMITTER: Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz/	
DATE SIGNED:	02/05/2018	

Total Attachments: 5

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made and delivered as of January 23, 2018 (the "<u>Effective Date</u>") by Kid O Products Inc., a New Jersey corporation (the "<u>Assignor</u>"), for the benefit of Kid O LLC, a New York limited liability company (the "<u>Assignee</u>"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignor's right, title and interest in and to the trademarks, service marks, and registrations and applications therefor that are set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks") (and, with respect to any intent-to-use trademark application included in the Marks, the business to which such trademark application pertains, which business is ongoing and existing).

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

- 1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Upon request of Assignee, the Assignee and agrees to execute and deliver to the Assignee and/or any person designated by the Assignee any and all additional documents and instruments that may be required to record and perfect the rights granted herein.
- 2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
- 3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.
- 5. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

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6. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

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

KID O PRODUCTS INC.

Title: CEO

Address: 233 West 11 Street New York, NY 10014

STATE OF New York, COUNTY OF Queens

The foregoing instrument was acknowledged before me this 24 day of December, 2018, by Lisa Mahar, the CEO of Kido, a toy company on behalf of said company. He/she is personally known to me or produced Drivers Licence as identification.

Typed, printed or stamped name of Notary Public

CYNTHIA G. MORAL

Notary Public - State of New York Qualified in Queens County My Commission Expires August 23, 2018

My Commission Expires:

[Signature page to Trademark Assignment Agreement]

AGREED AND ACCEPTED:

KID O LLC

Name: Lisa Mahan Title: CEB

Address: 233 West 11 Street New York, NY [0014

SCHEDULE A

Marks

Jurisdiction	Mark	Status	Registration No. (Application Serial No.)
US	Magnatab	Active	4245795

082522-046/00113282-1

RECORDED: 02/06/2018