

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461506

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 LLC		01/26/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	PLAYMONSTER LLC		
Street Address:	1400 E. Inman Parkway		
City:	Beloit		
State/Country:	WISCONSIN		
Postal Code:	53511		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4245795	MAGNATAB	
Registration Number:	3540337	KID O	
Registration Number:	4816152	KID O	
Registration Number:	3444154	KID O	
Registration Number:	3650252	KID O	
Serial Number:	86448681	WE MAKE LEARNING LOOK LIKE CHILD'S PLAY	
Serial Number:	86448677	KID O	
Serial Number:	86448673	KID O	
Serial Number:	86845072	MYLAND	
Serial Number:	87084735	MYLAND	
Serial Number:	87325335	MYLAND	
Serial Number:	87325336	MYLAND	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		

CH \$315.00 4245795

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:	02/08/2018

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of January 26, 2018 (the "Effective Date") by Kid O LLC, a New York limited liability company (the "Assignor"), for the benefit of PlayMonster LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor, the Assignee, Lisa Mahar, Ed Baranoff, Martin Zelonky, Morris Adjmi and Steven Shalom have entered into that certain Asset Purchase Agreement dated as of January 26, 2018 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, 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 included in the Purchased Assets, including those Trademarks 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 Assignor 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.

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]

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

KID O

By: 


Name: Lisa Mahar

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~~ ^{January}, 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 License as identification.


Notary Public

Cynthia Moral
Typed, printed or stamped name of Notary Public

CYNTHIA G. MORAL
Notary Public - State of New York
No. 61806227137
Qualified in Queens County
My Commission Expires August 23, 2018

My Commission Expires:

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006269 FRAME: 0895

AGREED AND ACCEPTED:

PLAYMONSTER LLC

By: 

Name: Domenic J. Crisanzio

Title: Chief Financial Officer

Address:

1400 E. Inman Parkway

Beloit, Wisconsin 53511

Attention: Chief Financial Officer

[Signature page to Trademark Assignment Agreement]

G2095-00002	Trademark	Original Application	MAGNATVB - Word	28	United States	Registered	4/12/2012	86596954	11/20/2012	4245795	8 & 15 DUE	deadline - 8 & 15 Aff of Use	11/20/2018
G2095-00003	Trademark	Application without Priority	MAGNATVB - Word	28	China	Pending	8/19/2014	15184983					
G2095-00004	Trademark	Application without Priority	MAGNATVB - Word	28	South Korea	Registered	8/6/2014	40201440859041	1/5/2016	401152336	RENEWAL	deadline - trademark renewal	1/5/2026
G2095-00005	Trademark	TTU - Original Application	KID O. & Design	18, 23, 28	United States	Registered	9/2/2004	784781013	12/2/2008	3,540,337	RENEWAL	deadline - trademark renewal	12/2/2018
G2095-00006	Trademark	Application without Priority	KID O - Word	28	Australia	Registered	8/14/2014	1640896	6/29/2015	1640896	RENEWAL	deadline - trademark renewal	8/14/2024
G2095-00007	Trademark	Application without Priority	KID O - Word	28	China	Filed	2/25/2014	14070258					
G2095-00008	Trademark	Application without Priority	KID O - Word	28	European Union	Registered	2/28/2014	012650628	7/5/2014	012650628	RENEWAL	deadline - trademark renewal	2/28/2024
G2095-00009	Trademark	Application Original	KID O - Word	28	United States	Registered	8/8/2014	86361755	9/22/2015	4816,152	8 & 15 DUE	deadline - 8 & 15 Aff of Use	9/22/2021
G2095-00010	Trademark	Application Original	KID O - Wordmark	35	United States	Registered	7/3/2007	77221514	6/10/2008	3,444,154	RENEWAL	deadline - trademark renewal	6/10/2018
G2095-00011	Trademark	Application Original	KID O & CIRCLE DESIGN	26	United States	Registered	11/26/2008	77822899	7/7/2009	3,690,292	CUSTOMS PROTECTION EXPIRES	deadline - customs protection expires	7/7/2019
G2095-00022	Trademark	TTU - Original Application	WE MAKE LEARNING LOOK	08, 09, 10, 12, 14, 16, 20,	United States	Allowed	11/7/2014	86448681			FILED	SOU - 4th EOT due	11/3/2017
G2095-00023	Trademark	TTU - Original Application	WE MAKE LEARNING LOOK	21, 24, 25, 26, 28, 35, 41	United States	Allowed	11/7/2014	86448681			FILED	SOU - 4th EOT due	11/3/2017
G2095-00024	Trademark	TTU - Original Application	KID O (word)	24, 25, 26, 28, 35, 41	United States	Allowed	11/7/2014	86448677			FILED	SOU - 4th EOT due	11/3/2017
G2095-00024	Trademark	Application	KID O logo	09, 10, 12, 14, 16, 20, 21,	United States	Allowed	11/7/2014	86448673			FILED	SOU - 4th EOT due	11/10/2017
G2095-00028	Trademark	Application without Priority	MAGNATVB (word)	28	European Union	Registered	9/4/2015	014532842	12/30/2015	014532842	RENEWAL	deadline - trademark renewal	9/4/2025
G2095-00029	Trademark	TTU - Original Application	MAGNATVB	28	United States	Allowed	12/10/2015	86845072			FILED	SOU - 3rd EOT due	1/5/2018
G2095-00030	Trademark	Application	MAGNATVB Logo	28	United States	Allowed	6/27/2016	87084735			FILED	SOU - 2nd EOT due	2/14/2018
G2095-00031	Trademark	Application with Priority	MAGNATVB Australia	28	Australia	Registered	6/10/2016	1776922	6/10/2016	1776922	RENEWAL	deadline - trademark renewal	6/10/2026
G2095-00032	Trademark	Application with Priority	MAGNATVB Canada	28	Canada	Pending	6/10/2016	1786477			ISSUED	deadline - resp to foreign oa (6m ext on 6/6/17)	12/19/2017
G2095-00033	Trademark	Application with Priority	MAGNATVB European Union	28	European Union	Filed	6/10/2016	015525333			FILED		
G2095-00034	Trademark	Application with Priority	MAGNATVB Korea	28	South Korea	Registered	6/10/2016	201643333	6/30/2017	401281135	RENEWAL	deadline - trademark renewal	8/30/2027
G2095-00035	Trademark	Application with Priority	MAGNATVB New Zealand	28	New Zealand	Registered	12/10/2015	1044657	12/10/2015	1044657	RENEWAL	deadline - trademark renewal	12/10/2025
G2095-00036	Trademark	Application with Priority	MAGNATVB South Africa	28	South Africa	Pending	6/10/2016	201615709					
G2095-00037	Trademark	Application with Priority	MAGNATVB Taiwan	28	Taiwan	Registered	6/13/2016	105033790	2/1/2017	01821745	RENEWAL	deadline - trademark renewal	1/31/2027
G2095-00041	Trademark	TTU - Original Application	MAGNATVB Word U.S. ancillary	21, 24, 25, 26, 28, 35, 41	United States	Suspended	2/6/2017	87325335			REC'D	inc. of suspension mailed six months ago	11/8/2017
G2095-00042	Trademark	TTU - Original Application	MAGNATVB Logo U.S. ancillary	21, 24, 25, 26, 35, 41	United States	Suspended	2/6/2017	87325336			REC'D	inc. of suspension mailed six months ago	11/9/2017
G2095-00043	Trademark	Application with Priority	MAGNATVB Word EU ancillary	08, 09, 10, 12, 14, 16, 20,	European Union	Published	2/8/2017	016339976			PROXECTOS OPPOS DEEMED NOT SUBMITTED FOR FAILURE TO PAY FULL OPPOS FEE	deadline for proxectos to challenge decision/pay full oppo fee	9/30/2017
G2095-00044	Trademark	Application with Priority	MAGNATVB Logo EU ancillary	08, 09, 10, 12, 14, 16, 20,	European Union	Published	2/8/2017	016333263			PROXECTOS OPPOS DEEMED NOT SUBMITTED FOR FAILURE TO PAY FULL OPPOS FEE	deadline for proxectos to challenge decision & pay full oppo fee	9/30/2017
G2095-00045	Trademark	Application without Priority	MAGNATVB Russia	08, 09, 10, 12, 14, 16, 18, 20,	Russian Federation	Filed	5/17/2017	2017719389					

G2095-00046	Trademark	Application without Priority	KID O Russa	08, 09, 12, 14, 16, 18, 20	Russian Federation	Filed	5/17/2017	201719388				
G2095-00048	Trademark	Application without Priority	KID O ANCLLARY AU	08, 09, 10, 12, 14, 16, 20	Australia	Filed	6/5/2017	1849535				
G2095-00049	Trademark	Application without Priority	MYLAND ANCLLARY AU	08, 09, 10, 12, 14, 16, 20	Australia	Filed	6/5/2017	849536				
G2095-00052	Trademark	Application without Priority	KID O - Word	08	China	Filed	6/5/2017	24468060	PRIORITY CONVENTION TERM	deadline - foreign filing	12/5/2017	
G2095-00062	Trademark	Application without Priority	KID O LOCO	14	China	Filed	6/5/2017	24468050	PRIORITY CONVENTION TERM	deadline - foreign filing	12/5/2017	
G2095-00066	Trademark	Application without Priority	MYLAND	08	China	Filed	6/1/2017	24420261	PRIORITY CONVENTION TERM	deadline - foreign filing	12/1/2017	
G2095-00070	Trademark	Application without Priority	MYLAND	14	China	Filed	8/1/2017	24420257	PRIORITY CONVENTION TERM	deadline - foreign filing	12/1/2017	

TRADEMARK

REEL: 006269 FRAME: 0898

RECORDED: 02/08/2018