

6-5-01

06-13-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



ET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼

101747423

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Lindy Enterprises, Incorporated
1718 Humble Place Drive
Humble, TX

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **Texas**
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:
☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: **May 8, 2001**

2. Name and address of receiving party(ies)
Name: **Lindy Acquisition Co., LLC**
Internal Address: **c/o Larry Rutkowski, Manager**
Street Address: **4201 Woodland Road**
Circle Pines State: **MN** Zip: **55014**
City: _____ State: _____ Zip: _____

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____

☒ Other **Delaware limited liability company**
If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
(76040902)

B. Trademark Registration No.(s)
1783929
1782491
1939990
1944052

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Amy J. Hasbargen, Esq.**
RKM&C LLP
Internal Address: **Suite 2800**

Street Address: **800 LaSalle Avenue**
Minneapolis **MN** **55402**
City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: **5**

7. Total fee (37 CFR 3.41).....\$ **140.00**

☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
18-1650

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Paula L. Peterson, Corp
Paralegal
Name of Person Signing

Signature

6/5/01
Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

06/12/2001 GT0N11 00000204 76040902
01 FC:481 40.00 OP
02 FC:482 100.00 OP

TRADEMARK
REEL: 002313 FRAME: 0144

TRADEMARK AND COPYRIGHT ASSIGNMENT

WHEREAS, Lindy Enterprises, Incorporated, a Texas corporation with offices 1718 Humble Place Drive, Humble, Texas ("Assignor"), owns the trademarks and copyrights, including those identified in Schedule 1 attached hereto (collectively, the "Intellectual Property"); and

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement, dated as of May 8, 2001 ("Purchase Agreement") by and between Assignor, American Guidance Services, Inc., Lindy Acquisition Co., LLC ("Assignee"), Cynthia Webb and Stephen Webb, pursuant to which Assignor sells, transfers, assigns, conveys and delivers to Assignee the entire right, title, and interest in and to the certain assets of the Assignor, including without limitation the Intellectual Property, all registrations thereof, applications therefor, and rights associated therewith. All capitalized terms used herein and not defined shall have the meanings ascribed in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee all of its right, title, and interest in and to the Intellectual Property, all registrations thereof, applications therefor, and rights associated therewith, together with the goodwill of the business indicated and symbolized by the Intellectual Property, along with the right to recover damages and profits for past infringements thereof.

Assignor hereby warrants, represents, covenants, and agrees with Assignee, and its successors and assigns, that it owns or possesses the entire right, title, and interest in and to the Intellectual Property (whether registered, applied for, or not), that all of the Intellectual Property is valid, enforceable, and not abandoned, that no assignment, lien, claim, grant, mortgage, license, or other agreement or operation of law effecting the rights and property herein conveyed has been made to others by Assignor or by operation of law which have not been released, that all applications and registration for trademarks, copyrights or service marks relating to or arising from the Intellectual Property that are owned or possessed by Assignor are listed on Schedule 1 attached hereto, and that Assignor has full right to convey the same as herein expressed.

Assignor hereby grants the law firm of Robins, Kaplan, Miller & Ciresi L.L.P. the power to insert on this Assignment any further language or identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or the United States Library of Congress for recordation of this document.

IN WITNESS WHEREOF, Assignor has, by its duly authorized representative, executed this Trademark and Copyright Assignment this 8 day of May, 2001.

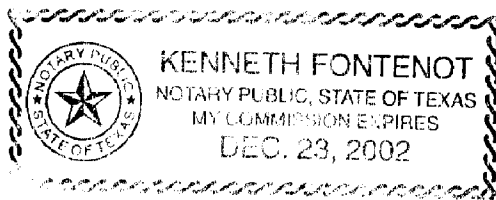
Lindy Enterprises, Incorporated (Assignor)

By: *Sindy Webb*
Name: Cynthia Webb, President

State of Texas)
) ss:
County of Harris)

Subscribed and sworn to before me
this 8th day of May, 2001.

Kenneth Fontenot
Notary Public



SCHEDULE 1 TO TRADEMARK AND COPYRIGHT ASSIGNMENT

Certificate of Registration (TX – Text; VA – Visual Arts)

Title	Registration Number	Effective Date
◇ HeartBeeps for TAAS	TX-3-332-343	June 1, 1992
◇ HeartBeeps for TAAS (revised)	TX-4-090-270	May 26, 1995
◇ Higley's Schoolhouse	TX-4-131-288	June 29, 1995
◇ Mouse Tales	TX4-164-502	June 29, 1995
◇ Mouse Tales (amended on 7/19/95)	TX4-079-022	June 29, 1995
◇ Lindy Logo (apple)	VA-614-342	July 11, 1995
◇ Lindy Logo (apple with mouse)	VA-938-395	July 28, 1998
◇ Adventures Unlimited	TX4-074-736	July 5, 1995
◇ Higley the Mouse	VA-759-700	December 29, 1995

United States Patent and Trademarks**

◇ Mouse Tales*	1,783,929	July 27, 1993
◇ Higley's Schoolhouse*	1,782,491	July 29, 1993
◇ Adventures Unlimited	1,939,990	December 5, 1995
◇ HeartBeeps	1,944,052	December 26, 1995
◇ Lindy Learning Center	76040902***	May 4, 2000

*Section 8 "Declaration of Use of a Mark" has been filed on 11/30/98

**Trademark registration numbers shall remain in force for TEN years unless sooner terminated.

*** Represents serial number; registration number not yet issued; published for opposition May 1, 2001

The State of Texas Certificate of Trademark

◇ Mouse Tales	052192	October 12, 1992
◇ Higley's Schoolhouse	052191	October 12, 1992
◇ HeartBeeps for TAAS	052267	December 14, 1992
◇ Adventures Unlimited	53561	May 20, 1994
◇ HeartBeeps	53744	July 27, 1994