

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NSI International, Inc.		11/17/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carl Zealer		
<b>Street Address:</b>	7285 Zapata Place NW		
<b>City:</b>	Pickerington		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43147		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2861654	SQUIRMLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(614)464-2634		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(614) 462-5400		
<b>Email:</b>	trademarks@keglerbrown.com		
<b>Correspondent Name:</b>	Robert G. Schuler		
<b>Address Line 1:</b>	65 East State Street		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>ATTORNEY DOCKET NUMBER:</b>	104542-1		
<b>NAME OF SUBMITTER:</b>	Stephen C. Barsotti		
<b>Signature:</b>	/SCB/		
<b>Date:</b>	11/17/2006		

CH \$40.00 2861654

Total Attachments: 2

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## ASSIGNMENT

THIS ASSIGNMENT (hereinafter the "Agreement") is made and entered into this \_\_\_ day of November, 2006 by and between NSI International, Inc., a Delaware corporation having its place of business located at 105 Price Parkway, Farmingdale, New York 11735 (hereinafter "Assignor") and Carl Zealer, an Ohio resident whose residence is located at 7285 Zapata Place NW, Pickerington, Ohio 43147 (hereinafter "Assignee").

### WITNESSETH:

WHEREAS Assignor owns and uses the following trademark which is registered in the United States Patent and Trademark Office (hereinafter the "Mark"):

Registration Number: 2861654

Serial Number: 78241501

Trademark: SQUIRMLES used in connection with a HAND MANIPULATIVE TOY PUPPET AND PLUSH TOY EXHIBITING UNDULATION MOVEMENT

WHEREAS, Assignor has marketed products using the Mark (hereinafter the "Products").

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in the Mark, including all goodwill and intellectual property associated therewith, and all rights necessary to allow Assignee to market and sell the Products.

WHEREAS, Assignee desires to obtain all of Assignor's right, title, and interest in the Mark, including all goodwill and intellectual property associated therewith, to allow Assignee to sell the Products.

NOW, THEREFORE, in exchange for good and valuable consideration in the amount of \$5,000 (five-thousand dollars), the receipt of which is hereby acknowledged, the parties agree as follows:

Assignor does hereby sell, assign, transfer, convey, and deliver to Assignee all of the following:

1. All of Assignor's right, title, and interest in and to the Mark and the above-identified registration of the Mark, including all claims for past infringement, all causes of action with respect to or arising out of its use of the Mark, and all income, royalties, and damages hereafter due and payable to Assignor with respect to the Mark.
2. All goodwill of Assignor's business associated with both Assignor's use of the Mark and Assignor's sale and marketing of the Products.
3. All intellectual property relating to the Mark and the Products, including but not limited to Assignor's copyright interest in its packaging and marketing materials used in connection with the Mark and the sale of the Products (hereinafter the "Property").
4. Any marketing materials associated with its use of the Mark and the Products, which shall be delivered to Assignee within seven (7) days of entering into this Agreement.

Assignor represents and warrants that to its knowledge: (i) Assignor is the sole owner of the Mark and possesses all rights necessary to assign full and complete ownership of the Mark to Assignee free and clear of any lien or other encumbrance; (ii) the Mark is valid and enforceable in the United States; and (iii) no aspect of, or use of, the Mark or the Property infringes upon the patent, copyright, trade secret, or trademark rights, or other intellectual property rights, of any third party.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

ASSIGNOR: Scott D. Shahmanesh  
NSI International, Inc.

ASSIGNEE: Carl Zealer  
Carl Zealer

Name: SCOTT D. SHAHMANESH  
Title: VICE PRESIDENT

STATE OF Ny :  
  : SS  
COUNTY OF Suffolk :

The foregoing instrument was acknowledged before me this 16 day of Nov, 2006 by Scott Shahmanesh acting in his capacity as VP of NSI International, Inc., on behalf of the corporation.

[SEAL] BARBARA A. CAVALIER  
Notary Public, State of New York  
No. 4915109  
Qualified in Suffolk County  
COMMISSION EXPIRES 12/21/2009

[Signature]  
Notary Public

STATE OF OHIO :  
  : SS  
COUNTY OF Franklin :

The foregoing instrument was acknowledged before me this 17th day of November, 2006 by Carl Zealer.

[SEAL]

Elizabeth G. Ketcham  
Notary Public



ELIZABETH G. KETCHAM  
Notary Public, State of Ohio  
My Commission Expires June 14, 2009