

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                               |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name             | Formerly | Execution Date | Entity Type                         |
|------------------|----------|----------------|-------------------------------------|
| Giddy Up, L.L.C. |          | 10/31/2006     | LIMITED LIABILITY COMPANY: MICHIGAN |

**RECEIVING PARTY DATA**

|                        |                        |
|------------------------|------------------------|
| <b>Name:</b>           | Elmer's Products, Inc. |
| <b>Street Address:</b> | One Easton Oval        |
| <b>City:</b>           | Columbus               |
| <b>State/Country:</b>  | OHIO                   |
| <b>Postal Code:</b>    | 43219                  |
| <b>Entity Type:</b>    | CORPORATION:           |

**PROPERTY NUMBERS Total: 18**

| Property Type        | Number  | Word Mark        |
|----------------------|---------|------------------|
| Registration Number: | 3067300 | ABRACADAZZLE     |
| Registration Number: | 2823971 | BOOK SITTER      |
| Registration Number: | 2795925 | COLOR-N-CARRY    |
| Registration Number: | 2926783 | COLOR BLAST      |
| Registration Number: | 3014570 | COLOR BLAST      |
| Registration Number: | 3099810 | GIDDY UP         |
| Registration Number: | 3084282 | GIDDY UP         |
| Registration Number: | 2984696 |                  |
| Registration Number: | 2798810 | SURPRIZE INK     |
| Registration Number: | 3098707 | SURPRIZES VELOUR |
| Registration Number: | 3098706 | WATER WOW        |
| Registration Number: | 3011877 | WOW PAPER        |
| Registration Number: | 3096218 | WOW SCRATCHERS   |

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|                |          |                |
|----------------|----------|----------------|
| Serial Number: | 76631129 | WOW            |
| Serial Number: | 76477231 | PADZOOKS       |
| Serial Number: | 76631127 | VELVET WOW     |
| Serial Number: | 78915776 | THIS INTO THAT |
| Serial Number: | 78781247 | WOW VELVET     |

**CORRESPONDENCE DATA**

Fax Number: (717)237-5300

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Email: trademarks@mwn.com

Correspondent Name: Holly J. Lawrence

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Address Line 4: Harrisburg, PENNSYLVANIA 17108-1166

|                         |                     |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 22402-0001          |
| NAME OF SUBMITTER:      | Holly J. Lawrence   |
| Signature:              | /Holly J. Lawrence/ |
| Date:                   | 12/20/2006          |

**Total Attachments: 4**

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## PATENT AND TRADEMARK ASSIGNMENT

WHEREAS, **Giddy Up, L.L.C.**, a limited liability company organized and existing under and by virtue of the laws of Michigan and having its principal place of business at 3630 Plaza Drive, #6, Ann Arbor, Michigan 48108, ("ASSIGNOR"), owns the entire right, title and interest in and to the trademarks identified on Schedule A attached hereto and the patents identified on Schedule B attached hereto, including any and all foreign counterparts of such trademarks and patents (the "Properties").

WHEREAS **Elmer's Products, Inc.**, a corporation organized and existing under and by virtue of the laws of Delaware and having an address at One Easton Oval, Suite 200, Columbus, Ohio 34219 ("ASSIGNEE"), is desirous of acquiring the entire right, title and interest in, to and under the Properties.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the ASSIGNOR hereby sells, assigns, and transfers unto ASSIGNEE the entire right, title and interest in and to the Properties, including

(1) the trademarks and trademark registrations listed on Schedule "A" hereto, together with the goodwill of the business symbolized by the trademarks and trademark registration, together with all claims for damages by reason of past infringement of said trademarks, with the right to sue for and collect the same for ASSIGNEE'S own use and enjoyment, and for the use and enjoyment of ASSIGNEE'S successors, assigns, or other legal representatives; and

(2) the patents listed on Schedule "B" including any continuations, continuations in part, divisions, reissues, reexaminations and extensions thereof or which are in any way otherwise related and all rights therein provided by international conventions and treaties, together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for ASSIGNEE'S own use and enjoyment, and for the use and enjoyment of ASSIGNEE'S successors, assigns, or other legal representatives.

THE ASSIGNOR hereby covenants that ASSIGNOR shall, at the cost and expense of ASSIGNEE and upon ASSIGNEE's reasonable request, take all further actions and execute all additional documents necessary or desirable to perfect the interest of ASSIGNEE in and to the Properties, and shall not enter into any agreement in conflict with this Assignment;

THE ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States, whose duty is to issue patents, trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

THIS ASSIGNMENT is being made in conjunction with a transaction in which the ASSIGNEE is a successor to the ongoing and existing business of the ASSIGNOR.

IN WITNESS WHEREOF, the ASSIGNOR has caused this Assignment to be duly executed by its duly authorized officer on the date set forth below.


DATED AS OF: October 31, 2006

ASSIGNOR:  
GIDDY UP, L.L.C.

By:   
Joshua H. Hokempner, President

County of Washtenaw )  
State of Michigan )

Subscribed and Sworn to me  
this 30th day of October, 2006.

 Notary Public  
County of \_\_\_\_\_, Michigan  
Acting in \_\_\_\_\_ county  
My Commission Expires:

AUDREY PRICE DIMARZO  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WASHTENAW  
MY COMMISSION EXPIRES May 8, 2011  
ACTING IN COUNTY OF Washtenaw

**SCHEDULE A**

| <b><u>Registered Trademarks</u></b> | <b><u>Registration No.</u></b> | <b><u>Filing Date</u></b> | <b><u>Registration Date</u></b> |
|-------------------------------------|--------------------------------|---------------------------|---------------------------------|
| Abracadazzle                        | 3,067,300                      | 3/23/2003                 | 3/14/2006                       |
| Booksitter                          | 2,823,971                      | 10/31/2002                | 3/16/2004                       |
| Color-n-Carry                       | 2,795,925                      | 9/16/2002                 | 12/16/2003                      |
| Colorblast (class 16)               | 2,926,783                      | 10/27/2003                | 2/15/2005                       |
| Colorblast (class 28)               | 3,014,570                      | 3/30/2004                 | 11/15/2005                      |
| Giddy Up (class 16)                 | 3,099,810                      | 4/25/2005                 | 6/6/2006                        |
| Giddy Up (class 28)                 | 3,084,282                      | 4/25/2005                 | 4/25/2006                       |
| Snail (Design Mark)                 | 2,984,696                      | 3/30/2004                 | 8/16/2005                       |
| Surprize Ink                        | 2,798,810                      | 4/18/2002                 | 12/23/2003                      |
| Surprizes Velour                    | 3,098,707                      | 2/10/2005                 | 5/30/2006                       |
| Water WOW                           | 3,098,706                      | 2/10/2005                 | 5/30/2006                       |
| WOW Paper                           | 3,011,877                      | 2/11/2004                 | 11/1/2005                       |
| WOW Scratchers                      | 3,096,218                      | 11/2/2004                 | 5/23/2006                       |

| <b><u>Pending Trademark Applications</u></b> | <b><u>Application No.</u></b> | <b><u>Filing Date</u></b> |
|--|-------------------------------|---------------------------|
| WOW! (Design Mark)                           | 76/631,129                    | 2/10/2005                 |
| Padzooks                                     | 76/477,231                    | 12/16/2002                |
| Velvet WOW                                   | 76/631,127                    | 2/10/2005                 |
| This Into That                               | 78/915,776                    | 6/23/2006                 |
| WOW Velvet                                   | 78/781,247                    | 12/27/2005                |

**Unregistered Trademarks**

Rub n Color  
QuizInk  
Magical Masterpiece

**Schedule B**

1. U.S. Patent Application Serial No. 10/733,828; Filed: 12/11/2003; Publication Date: 10/07/2004; Entitled: ACTIVITY KIT, PARTICULARLY FOR CHILDREN AND YOUNG ADULTS
2. U.S. Patent Application Serial No. 10/866,922; Filed: 6/14/2004; Publication Date: 12/15/2005; Entitled: PRINTED MATERIALS WITH COLOR-CHANGE INKS TO CREATE UNIQUE DESIGNS
3. U.S. Provisional Patent Application Serial No. 60/833,057; Filed: 7/25/2006; Entitled: THREE-DIMENSIONAL FORMED SHEET APPARATUS
4. U.S. Provisional Patent Application Serial No. 60/432,550; Filed: 12/11/2002; Entitled: ACTIVITY KIT, PARTICULARLY FOR CHILDREN AND YOUNG ADULTS; Expired
5. U.S. Design Patent Application Serial No. 29/251,793; Filed: 1/12/2003