

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Angels Landing, Inc.		05/23/2007	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Learning Curve Brands, Inc.		
Street Address:	2021 9th Street SE		
City:	Dyersville		
State/Country:	IOWA		
Postal Code:	52040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78655489	GO GEAR	
Registration Number:	2920081		
Registration Number:	2985011	COMPASS	
CORRESPONDENCE DATA			
Fax Number:	(414)298-8097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-298-1000		
Email:	mdietz@reinhartlaw.com		
Correspondent Name:	Emily C. Canedo		
Address Line 1:	1000 North Water Street		
Address Line 2:	Suite 2100		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	10039		
NAME OF SUBMITTER:	Michele Dietz		

CH \$90.00 78655489

Signature:	/mld/
Date:	06/15/2007
Total Attachments: 4 source=Angels Landing Trademark Assignment#page1.tif source=Angels Landing Trademark Assignment#page2.tif source=Angels Landing Trademark Assignment#page3.tif source=Angels Landing Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 23rd day of May, 2007, by and between ANGELS LANDING, INC., an Ohio corporation (the "Assignor") and LEARNING CURVE BRANDS, INC., a Delaware corporation (the "Assignee").

RECITALS

- A. Pursuant to an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement") between the Assignor and the Assignee, the Assignee has agreed to purchase substantially all of the assets of the Assignor. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Asset Purchase Agreement.
- B. Assignor is the owner of the Assigned Trademarks (as defined below).
- C. Assignor desires to grant an assignment of all of its right, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

For valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

- Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademark application and registrations listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.
- Assignment of the Assigned Trademarks. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks.
- Representations and Warranties. Nothing contained in this Assignment shall be deemed to supersede or expand or limit any of the obligations, agreements, covenants, representations or warranties of the Assignor or Assignee in the Asset Purchase Agreement.
- Further Assurances. Upon request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment.

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

ASSIGNOR:

ANGELS LANDING, INC.

By: John Reed
Name: John Reed
Title: President

ASSIGNEE:

LEARNING CURVE BRANDS, INC.

By: _____
Name: _____
Title: _____

/

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

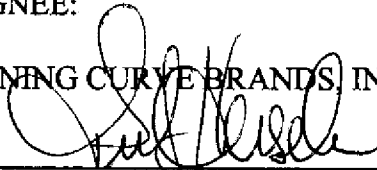
ASSIGNOR:

ANGELS LANDING, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

LEARNING CURVE BRANDS, INC.

By:  _____
Name: PETER HENSELEV
Title: PRESIDENT

APPENDIX A

Assigned Federal Trademark Application

Mark	Country	Serial No.	Filing Date
GO GEAR	U.S.	78655489	06/21/2005

Assigned Trademark Registrations

Mark	Country	Reg. No.	Reg. Date
Miscellaneous Design	U.S.	2920081	01/18/2005
COMPASS	U.S.	2985011	08/16/2005
COMPASS	Mexico	928667	04/11/2006
COMPASS	Canada	TMA669,587	08/10/2006
Miscellaneous Design	Canada	TMA660311	03/07/2006

Common Law Trademarks

Seller's common law rights with respect to the name "Compass Baby"