

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carl Zealer		01/11/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Nowstalgic Toys, Inc.		
Street Address:	7285 Zapata Place NW		
City:	Pickerington		
State/Country:	OHIO		
Postal Code:	43147		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2861654	SQUIRMLES	
Serial Number:	77314587	THE MAGICAL PET	
Serial Number:	78930591	MAGICAL PETS	
CORRESPONDENCE DATA			
Fax Number:	(614)464-2634		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(614) 462-5400		
Email:	trademarks@keglerbrown.com		
Correspondent Name:	Stephen C. Barsotti		
Address Line 1:	65 East State Street		
Address Line 2:	Suite 1800		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	104542.1		
NAME OF SUBMITTER:	Stephen C. Barsotti		

CH \$90.00 2861654

Signature:

/SCB/

Date:

03/18/2008

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made as of January 11, 2008, by and between Carl Zealer, an individual of 7285 Zapata Place NW, Pickerington, Ohio (the "Assignor"), and Nowstalgic Toys, Inc., an Ohio corporation of 7285 Zapata Place NW, Pickerington, Ohio (the "Assignee").

BACKGROUND:

A. Assignor is the owner of the trademark SQUIRMLES, Registration No. 2,861,654 used in association with "hand manipulative toy puppet and plush toy exhibiting undulation movement" and pending trademark applications for THE MAGICAL PET, SN 77/314,587 and MAGICAL PETS (Stylized), SN 78/930,591, used in association with "plush toys, hand puppets, stuffed puppets" along with the goodwill associated with those marks (hereinafter the "Marks").

B. Assignee is desirous to acquire all right, title, and interest in the Marks, the goodwill symbolized by the Marks, and the registrations of the Marks.

THE PARTIES AGREE AS FOLLOWS:

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and deliver to Assignee all of the Assignor's right, title and interest in and to the Marks, including all claims for past infringement and all causes of action with respect to or arising out of the use of the Marks, together with the goodwill associated with the Marks.

