

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
The Straight Edge, Inc.		03/19/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Melissa & Doug, LLC
Street Address:	141 Danbury Road
City:	Wilton
State/Country:	CONNECTICUT
Postal Code:	06879
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78602274	TILE TALES
Serial Number:	78339924	IMAGINATION IN A BOX
Serial Number:	78323602	WRITE A MAT
Serial Number:	78232668	READ A MAT
Serial Number:	78232589	INSIDE OUTSIDE PUZZLE
Serial Number:	78231305	THE STRAIGHT EDGE PRESS
Serial Number:	76446760	STORY IN A BOX
Serial Number:	76380963	STORY IN A BOX
Serial Number:	74347188	HEAR A MAT LISTEN AND LEARN
Serial Number:	74147567	THE POWER LUNCH BAG
Serial Number:	73483964	READ A MAT EAT AND LEARN

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$290.00 78602274

Phone: 6175701255
Email: tadmin@goodwinprocter.com, rcrawford@goodwinprocter.com
Correspondent Name: Robert M. Crawford, Jr.
Address Line 1: 53 State Street
Address Line 2: Goodwin Procter LLP
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	122180-180869
NAME OF SUBMITTER:	Robert M. Crawford, Jr.
Signature:	/Robert M. Crawford/
Date:	03/25/2008

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 19th day of March, 2008, by and between The Straight Edge, Inc., a corporation organized and existing under the laws of New York ("Assignor"); and Melissa & Doug, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 19, 2008 (the "Asset Purchase Agreement"), pursuant to which Assignor is selling to Assignee certain of the assets of Assignor, including the Marks; and

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor.

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Effective upon the Closing (as defined in the Asset Purchase Agreement), Assignor does hereby sell, assign, convey and transfer unto said Assignee, and its legal successors and assigns, Assignor's entire right, title and interest in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

2. Assignor further authorizes the Director of the United States Patent and Trademark Office, whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

3. Except as expressly provided in this Asset Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Marks.

4. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as a sealed instrument by its duly authorized officer as of the date first written above.

THE STRAIGHT EDGE, INC.

By: Amy Kallman Epstein
Name: Amy Kallman Epstein
Title: President

NOTARIZATION

On this 19th day of March, 2008, before me, the undersigned Notary Public, personally appeared Amy K. Epstein, proved to me through satisfactory evidence of identification, which was/were Driver's License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of ASSIGNOR and executed this document of his/her own free will.

Jyoti P. Nebhani
Signature of Notary

(Seal)

JYOTI P. NEBHANI
Notary Public, State of New York
No. 01NE5025813
Qualified in New York County
Commission Expires April 4, 2010

My Commission Expires: April 4, 2010

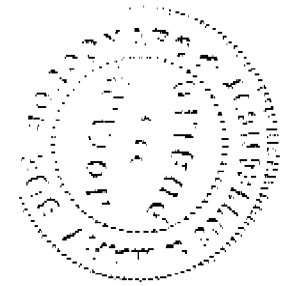
MELISSA & DOUG, LLC

Doug Bernstein
By: Doug Bernstein
Name: Doug Bernstein
Title: CEO

On this 19th day of March, 2008, before me, the undersigned Notary Public, personally appeared Doug Bernstein, proved to me through satisfactory evidence of identification, which ~~was~~ were drivers license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Mary Sue Bordonaro
Signature of Notary

(Seal)



My Commission Expires: MARY SUE BORDONARO
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2009

SCHEDULE A

Marks

Mark	Serial Number	Registration Number
TILE TALES	78602274	abandoned
IMAGINATION IN A BOX	78339924	abandoned
WRITE A MAT	78323602	2962250
READ A MAT	78232668	2825213
INSIDE OUTSIDE PUZZLE	78232589	2836552
THE STRAIGHT EDGE PRESS	78231305	2827985
STORY IN A BOX	76446760	abandoned
STORY IN A BOX	76380963	abandoned
HEAR A MAT LISTEN AND LEARN	74347188	abandoned
THE POWER LUNCH BAG	74147567	abandoned
READ A MAT EAT AND LEARN	73483964	1342594 -cancelled