

## 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
Eric Fleet		01/01/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Threads For Thought, LLC		
Street Address:	230 West 39th Street		
Internal Address:	13th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3379426	THREADS 4 THOUGHT	
CORRESPONDENCE DATA			
Fax Number:	(816)474-3216		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	816-474-8100		
Email:	sfbbaction@spencerfane.com		
Correspondent Name:	SPENCER FANE BRITT & BROWNE LLP		
Address Line 1:	1000 Walnut Street		
Address Line 2:	Suite 1400		
Address Line 4:	Kansas City, MISSOURI 64106		
ATTORNEY DOCKET NUMBER:	3137800-46		
NAME OF SUBMITTER:	Kyle L. Elliott		
Signature:	/kle/		

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REEL: 003845 FRAME: 0146

Date:

09/02/2008

Total Attachments: 1

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made effective as of January 1, 2008, by and between ERIC FLEET, an individual (herein, "Assignor") and THREADS FOR THOUGHT, LLC., a Delaware limited liability company, whose principal place of business is [\*] (herein, "Assignee").

WHEREAS, Assignor is the record owner of Trademark Registration No. 3,379,426 for the mark **THREADS FOR THOUGHT**, filed in the United States Patent and Trademark Office on November 3, 2005 (herein, the "Mark").

WHEREAS, Assignee desires to acquire said Mark and the registration resulting therefrom and all of the rights to and interests therein, including (without limitation) all the goodwill associated therewith.

NOW, THEREFORE, TO ALL CONCERNED, be it known for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby makes the transfer and assignment of all rights in the Marks as follows:

1. Assignor does sell, assign, and transfer all its right, title, and interest, anywhere in the world, in and to the Mark unto Assignee and the registrations thereof, together with the goodwill of the business in connection with which said Mark is used.
2. This Assignment includes any and all use rights and all rights to sue for and recover all damages for infringement of said Mark, whether such infringement occurred in the past or occurs in the future, as fully as if Assignor had filed such action in its own name.
3. Assignor hereby appoints Assignee to file and record this instrument with the United States Patent and Trademark Office such filing to be as effective as if filed by Assignor.

IN WITNESS WHEREOF, the undersigned Assignor and Assignee have executed this Trademark Assignment.

**ERIC FLEET**  
ASSIGNOR

  
Eric Fleet, Owner

**THREADS FOR THOUGHT, LLC**  
ASSIGNEE

By:   
Eric Fleet, Member

By:   
Jonathan Wiesner, Member

\*230 West 39th Street, 13th Floor  
New York, NY 10018

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