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
Calandar Club I. I. C		02/24/2000	LIMITED LIABILITY
Calendar Club L.L.C.		02/24/2009	COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Calendar Holdings LLC
Street Address:	6411 Burleson Road
City:	Austin
State/Country:	TEXAS
Postal Code:	78744
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark	
Registration Number:	2073843	CALENDAR CLUB	
Registration Number:	2791814	GO! THE GAME STORE	
Serial Number:	77300714	GO! GAMES	
Serial Number:	77300766	GO! TOYS & GAMES	
Serial Number:	77300817	GO! TOYS	

#### **CORRESPONDENCE DATA**

(248)351-3082 Fax Number:

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

Phone: (248) 351-3000 Email: jbisdorf@jaffelaw.com Correspondent Name: Jeremy D. Bisdorf

201 S. Main St., Suite 300 Address Line 1: Address Line 4: Ann Arbor, MICHIGAN 48104

**CALEN-GEN** ATTORNEY DOCKET NUMBER:

TRADEMARK

REEL: 003941 FRAME: 0889

900127881

NAME OF SUBMITTER:	Jeremy D. Bisdorf	
Signature:	/jdb/	
Date:	02/25/2009	
Total Attachments: 4 source=Calendar Club Assignment#page1.tif source=Calendar Club Assignment#page2.tif source=Calendar Club Assignment#page3.tif source=Calendar Club Assignment#page4.tif		

TRADEMARK REEL: 003941 FRAME: 0890

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of February 24, 2009 (the "Effective Date"), is by and between CALENDAR CLUB L.L.C., a Delaware limited liability company ("Assignor") and CALENDAR HOLDINGS LLC, a Delaware limited liability company ("Assignee").

#### Recitals:

- A. Assignor is the owner of record of the trademarks (the "Trademarks") listed on <u>Schedule</u> A.
- B. Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks.
- C. Assignor desires to transfer to Assignee all of Assignor's rights in the Trademarks.

NOW, THEREFORE, in exchange for One and 00/100 (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademarks, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.
- 2. As a result of this Assignment, the Trademarks are to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment, sale, conveyance and transfer had not been made.
- 3. Assignor further covenants and agrees that it shall, at any time, upon request, at Assignee's expense, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks in the Assignee, its heirs, successors, assigns or other legal representatives.
- 4. Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks.
- 5. This Assignment will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

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TRADEMARK REEL: 003941 FRAME: 0891 6. This Agreement may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

[Signatures on Following Page]

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TRADEMARK REEL: 003941 FRAME: 0892

ASSIGNOR:	
CALENDAR CLUB L.L.C., a Delaware limited liability company	
By: whe	· · · · · · · · · · · · · · · · · · ·
Print Name: Macc Winkelman	·
Its: -CEO	
STATE OF )	
COUNTY OF )ss	
to me known, who being sworn, did debi	executed the within TRADEMARK ASSIGNMEN1, and
ASSIGNEE:	GAIL H. SHAW
CALENDAR HOLDINGS LLC, a Delaware limited liability company	NOTARY PUBLIC, OAKLAND COUNTY, MI MY COMMISSION EXPIRES MARCH 25, 2014 ACTING IN COUNTY
By:	
Print Name: Marc Wintelmar	1
ite: CEO	

[Trademark Assignment]

# SCHEDULE A

# TRADEMARKS

# Registered Trademarks:

Reg. Number	Issue Date	Country	Trademark
2,073,843	June 24, 1997	United States	CALENDAR CLUB
2,791,814	December 9, 2003	United States	GO! THE GAME STORE
ТМА459087	June 7, 1996	Canada	Calendar Club
TMA563844	June 20, 2002	Canada	CALENDAR CLUB ·
TMA681564	February 12, 2007	Canada	GO!THE GAME STORE

# Pending Applications:

Serial Number	Application Date.	Country	Trademark
77/300,714	October 10, 2007	United States	GO! GAMES
77/300,766	October 10, 2007	United States	GO! GAMES & TOYS
77/300,817	October 10, 2007	United States	GO! TOYS
1368690	October 23, 2007	Canada	GO! GAMES
1368691	October 23, 2007	Canada	GO! GAMES & TOYS
1368689	October 23, 2007	Canada	GO! TOYS

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**RECORDED: 02/25/2009** 

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