

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
Craig Ramsell		07/17/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Rhythm Band Instruments, LLC		
Street Address:	1227 W. Magnolia Avenue		
Internal Address:	Suite 300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76104		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2200973	BOOMWHACKERS	
CORRESPONDENCE DATA			
Fax Number:	(214)550-2671		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214.367.6000		
Email:	darin.klemchuk@kk-llp.com		
Correspondent Name:	Darin M. Klemchuk		
Address Line 1:	8150 North Central Expressway		
Address Line 2:	Suite 1150		
Address Line 4:	Dallas, TEXAS 75206		
NAME OF SUBMITTER:	Darin M. Klemchuk		
Signature:	/Darin M. Klemchuk/		
Date:	09/21/2009		

OP \$40.00 2200973

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made between RHYTHM BAND INSTRUMENTS, LLC, a Texas limited liability company, having a principal office and place of business at 1227 W. Magnolia Avenue, Suite 300, Fort Worth, Texas 76104 (the "Company") on one hand, and CRAIG RAMSELL, an individual US citizen and resident of Arizona (the "Assignor"), on the other hand.

WITNESSETH

WHEREAS, the Assignor owns, has adopted and used in commerce the trademarks, as indicated in the list of marks in Exhibit A to this Agreement (the "Trademarks"); and

WHEREAS, as set forth in the Patent and Trademark Purchase Agreement between the parties, the Assignor has agreed to assign and the Company has agreed to acquire all of the Assignor's right, title, and interest in and to the Trademarks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof; and

NOW, THEREFORE, in consideration of these premises, \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns, transfers, and conveys onto the Company and its successors and assigns all of Assignor's right, title, and interest in and to the Trademarks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof.
2. The Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks to transfer the Trademarks to the Company.
3. The Assignor agrees to execute all papers and to perform such other proper acts as the Company may deem necessary to secure for the Company or its designee the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interests in the Company, its successors, assigns, and legal representatives.
4. The Assignor agrees to communicate with the Company, or its successors, assigns, and legal representatives, any facts known to him respecting the Trademarks, including the dates of first use as set forth in Exhibit A and, when requested, without charge to but at the expense of the Company, to testify in any legal proceedings, sign all

lawful papers, make all lawful oaths, and generally do everything possible to vest title in the Company and to aid the Company, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Trademarks in all countries.

5. The Assignor represents and warrants that at the time of execution and delivery of this Agreement: (a) all the information contained in Exhibit A herein is correct; and (b) he exclusively owns all rights in the Trademarks without any encumbrances and that he has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

6. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Arizona.

IN WITNESS WHEREOF, Assignor has duly executed this Agreement effective as of July 17, 2009.

The Company:

RHYTHM BAND INSTRUMENTS, LLC

By: Derrick Varnell
Title: Vice President

The Assignor:



CRAIG RAMSELL

Company and to aid the Company, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Trademarks in all countries.

5. The Assignor represents and warrants that at the time of execution and delivery of this Agreement: (a) all the information contained in Exhibit A herein is correct; and (b) Assignor exclusively owns all rights in the Trademarks without any encumbrances and that Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

6. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

IN WITNESS WHEREOF, Assignor has duly executed this Agreement effective as of July 17, 2009.

The Company:

RHYTHM BAND INSTRUMENTS, LLC


By: Derrick Varnell
Title: Vice President

The Assignor:

WHACKY MUSIC, INC.

CRAIG RAMSELL, PRESIDENT

RHYTHM BAND INSTRUMENTS, LLC



By: Derrick Varnell
Title: Vice President

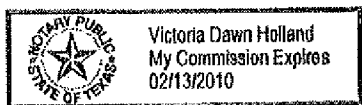
Dated: JULY 17, 2009

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 17th day of July 2009 by
Derrick Varnell, Vice President of Rhythm Band Instruments, LLC.

Given under my hand and seal of office on the 17th day of July 2009.



Victoria Dawn Holland
Notary Public in and for the
State of Texas

2/13/2010
My commission expires:


CRAIG RAMSELL

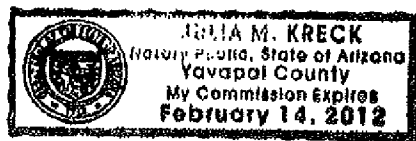
Dated: JULY 20 2009

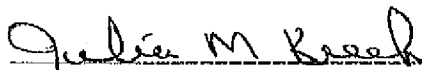
ACKNOWLEDGMENT

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on the 20th day of July 2009 by
Craig Ramsell.

Given under my hand and seal of office on the 20th day of July 2009.




Notary Public in and for the
State of Arizona

Feb. 14, 2012
My commission expires:

EXHIBIT A

TABLE 1: U.S. REGISTERED TRADEMARKS

MARK	SERIAL NO.	REGISTRATION NO.	GOODS/ SERVICES
BOOMWHACKERS	75/231,307	2,200,973	Int'l Class 015: Musical Instruments, in particular, percussive instruments.

TABLE 2: U.S. COMMON LAW TRADEMARKS

MARK	FIRST USE DATE	FIRST USE IN COMMERCE DATE	GOODS/SERVICES
BOOMWHACKERS	TBD	TBD	Int'l Class 028: Toys
Stylized BOOMWHACKERS (below)	TBD	TBD	Int'l Class 015: Musical Instruments, in particular, percussive instruments; and Int'l Class 028: Toys
BIBLE BOOMERS	TBD	TBD	TBD
BOOMALONG	TBD	TBD	TBD
BOOM-A-TUNES	TBD	TBD	TBD
BOOMOPHONE	TBD	TBD	TBD
BOOMWHACKER WHACKER	TBD	TBD	TBD
BUILDING BLOCKS	TBD	TBD	TBD
EVERYONE CAN PLAY MUSIC FOR FUN!	TBD	TBD	TBD
MUSIC FOR THE FUN OF IT!!	TBD	TBD	TBD
OCTAVATOR	12/15/1998	12/9/1999	TBD
TOTALLY TUBULAR	TBD	TBD	TBD
TUBULAR	TBD	TBD	TBD
TUBE TIME	TBD	TBD	TBD
WHACK-A-BOOM	TBD	TBD	TBD
XYLOTOTE	TBD	TBD	TBD
All trade dress associated with the Boomwhacker's products			

BOOMWHACKERS®