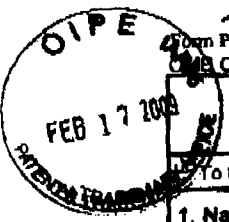


2/17/09

12-29-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103584671
103548132

To the Director of the U. S. Patent a

Documents or the new address(es) below.

2/17/09

1. Name of conveying party(ies):
James Fleming
T.L. Clark, Inc
Learning Products, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Missouri
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :
Execution Date(s) December 1, 2008

Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Children's Factory, Inc.
Internal _____
Address: _____
Street Address: 245 Essex Avenue
City: St. Louis
State: Missouri
Country: USA Zip: 63122

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship USA/State of Missouri
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) _____

see attached Appendix B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Paul M. Dank
Internal Address: M-1715
Street Address: 763 South New Ballas Road, Ste. 170
City: St. Louis
State: Missouri Zip: 63141
Phone Number: 314-872-8136
Fax Number: 314-447-0390
Email Address: dankpatentlaw@earthlink.net

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date 02/17/2009 - 08/31/2012

b. Deposit Account Number 040731
Authorized User Name Paul M. Dank

9. Signature: _____
Signature Date

Paul M. Dank
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**APPENDIX B
TRADEMARKS**

Owned by T.L. Clark, Inc.

Trademark	Class	Registration No.	Registration Date
TLC COT	20	2405373	21 Nov 2000
Design of figure	20	2442429	10 Apr 2001
Design of figure with TLC	20	2440612	03 Apr 2001
INFECTION CONTROL REST MAT	20	2533097	22 Jan 2002
INFECTION CONTROL	20	2915200	28 Dec 2004
INFECTION CONTROL with design	20	3174774	21 Nov 2006

Owned by Learning Products, Inc.

Trademark	Class	Registration No.	Registration Date
SNAP WALL	28	1103971	10 Oct 1978
EDUCUBE	20	1112310	30 Jan 1979
LEARNING PRODUCTS	20	2898392	26 Oct 2004
Design of chair	20	2903181	16 Nov 2004

ASSIGNMENT
INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT is made and entered into this 1st day of December, 2008, by and between James Fleming LEARNING PRODUCTS, INC., a Missouri corporation, located at 5111 Southwest Avenue, St. Louis, Missouri 63110 and T.L. CLARK, INC., a Missouri corporation, located at 5111 Southwest Avenue, St. Louis, Missouri 63110, and CHILDRENS FACTORY, INC., a Missouri corporation, located at 245 West Essex Avenue, St. Louis, Missouri 63122.

WHEREAS, Learning Products, Inc. and T.L. Clark, Inc. are the owners of select intellectual property rights upon the inventions and trademarks all as identified in the Appendices A and B, as appended hereto, incorporated by reference, and common law trademarks, and herein desire to assign said intellectual property rights to Children's Factory, Inc.; and,

WHEREAS Learning Products, Inc. and T.L. Clark, Inc. herein affirm that they have acquired by assignment, from their inventors, creators, and designers, all right title and interest in and to the various identified property rights and affirm that they have filed for and acquired select patent and trademark registrations, or have applications on file as identified, from and in the United States Patent & Trademark Office; and,

WHEREAS Children's Factory, Inc. is desirous of acquiring all of said right, title and interest in and to said intellectual property rights, as currently held by Learning Products, Inc. and T.L. Clark, Inc. under the terms and conditions of this assignment;

THEREFORE, in consideration for the sum of one dollar (\$1.00), paid by Children's Factory, Inc. to Learning Products, Inc. and T.L. Clark, Inc., the receipt of which is hereby acknowledged, and Learning Products, Inc. and T.L. Clark, Inc. acknowledge the receipt of other good and valuable consideration, Learning Products, Inc. and T.L. Clark, Inc. do hereby sell and assign to the said

Children's Factory, Inc. all of their right, title and interest in and to said Appendix A, patents and patent applications, Appendix B, trademarks, and any foreign patents and trademarks, the same to be held and enjoyed by the said Children's Factory, Inc. to the full end of the terms for which the said patents, and trademarks, as fully and entirely as the same would have been held and enjoyed by Learning Products, Inc. and T.L. Clark, Inc., if this sale and assignment had not been made;

this assignment of the said intellectual property rights includes the transfer and assignment of the said patents, their applications, any registrations that issue, and any inventions conceived by Learning Products, Inc. and T.L. Clark, Inc. and their employees, agents, and contractors, so that Children's Factory, Inc. obtains the full and exclusive rights to the statutory patents, inventions, and any other rights that are incident thereto, pertaining to the inventions, patents and applications being assigned herein;

this assignment of the said intellectual property rights includes the transfer and assignment of the said trademarks, their registrations, any common law trademarks, and the goodwill symbolized by usage of any and all of the trademarks upon products in commerce, so that Children's Factory, Inc. obtains the full and exclusive rights to the statutory trademarks, and any common law rights incident thereto, pertaining to the trademarks being assigned herein;

this assignment of these intellectual property rights includes the right of Children's Factory, Inc. to initiate and prosecute any suit for patent or trademark infringement, that may have occurred prior to the date of execution of this assignment, and to recover and retain any damages sustained as a result of any said infringements, and Learning Products, Inc. and T.L. Clark, Inc. agree to execute such further applications, powers of attorney, assignments and other documents as may be necessary or desirable to fully effectuate this agreement and its recording thereof with the United States Patent & Trademark Office;

in this assignment of these intellectual property rights Learning Products, Inc., T.L. Clark, Inc., and their employees, agents, and contractors, agree to cooperate with Children's Factory, Inc., its employees, agents, and contractors in the filing of non-provisional applications for patent claiming priority to the provisional applications listed upon the Appendix A, prosecution of the pending design patent application upon the Appendix A, and renewal of trademark registrations upon those listed in the Appendix B, such cooperation includes providing copies of the provisional applications and design application listed in the Appendix B to Children's Factory, Inc., providing signatures of the agents or employees of Learning Products, Inc. and T.L. Clark, Inc. upon forms during the further prosecution of non-provisional applications for patent claiming priority to the provisional applications listed upon the Appendix A, during the further prosecution of the pending design patent application listed upon the Appendix A, and for the renewal of trademark registrations upon those listed in the Appendix B and any common law trademarks;

in this assignment of these intellectual property rights Learning Products, Inc., T.L. Clark, Inc., and their employees, agents, and contractors, shall promptly transfer within a week of the date of this assignment all files of the patents, patent applications, and related matters listed in Appendix A and all files of the trademarks and related matters listed in Appendix B to Children's Factory, Inc.;

and in this assignment of these intellectual property rights Children's Factory, Inc., agrees to undertake the costs, fees, and expenses of the further prosecution of non-provisional applications for patent claiming priority to the provisional applications listed upon the Appendix A, the pending design patent application listed upon the Appendix A, the maintenance of patents listed upon the Appendix A, and the renewal of trademarks listed upon the Appendix B.

This assignment may be executed in counterparts. This assignment of these intellectual property rights was made as of the day and year above set forth.

A

James Fleming also assigns all of his right, Title, and interest in the Appendix A and B property rights to Children's Factory, Inc.

[Signature]
James Fleming

Learning Products, Inc.

By: [Signature]

Name: JAMES S. FLEMING

Title: PRESIDENT

STATE OF MISSOURI)

COUNTY OF ST. CHARLES)

Subscribed and sworn to before me this 1st day of December, 2008.

[SEAL]

[Signature]
Notary Public

My Commission Expires: December 7, 2009

Jo Potts
Notary Public Notary Seal
State of Missouri County of St. Charles
My Commission Expires 12/07/2009
Commission #05807050

T.L. Clark, Inc.

By: *James J. Freeman*

Name: JAMES J. FREEMAN

Title: PRESIDENT + CEO

STATE OF MISSOURI)

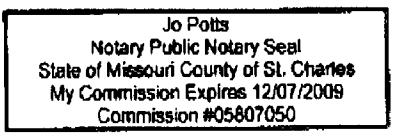
COUNTY OF ST. CHARLES)

Subscribed and sworn to before me this 1st day of December, 2008.

[SEAL]

Jo Potts
Notary Public

My Commission Expires: December 7, 2009



Children's Factory, Inc.,

By: William C. Elkan II

Name: WILLIAM C ELKAN II

Title: PRESIDENT

STATE OF Missouri)

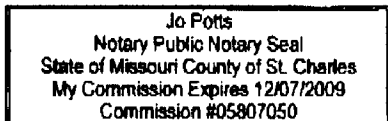
COUNTY OF St. Charles)

Subscribed and sworn to before me this 1st day of December, 2008.

[SEAL]

Jo Potts
Notary Public

My Commission Expires: December 7, 2009



**APPENDIX A
PATENTS**

Owned by T.L. Clark, Inc.

Patent Title	Pat. No.	Pat. Date
Infection Control Mat	6321401	27 Nov 2001
Infection Control Mat	6568005	27 May 2003
Infection Control Mat	6754920	29 Jun 2004

Patent Application Title	App. No.	App. Filing Date
Toy Block	60/982979	26 Oct 2007
Collapsible Structure with Locking Capability	60/982998	26 Oct 2007
Toy Block	29/317083	22 Apr 2008