

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
Gallagher Top Ten Holdings, LLC		03/05/2010	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Educational Products, Inc.		
Also Known As:	AKA EPI		
Street Address:	2 Lower Ragsdale Drive, Suite 200		
City:	Monterey		
State/Country:	CALIFORNIA		
Postal Code:	93940		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3351301	DESKTOP SCHOOL SUPPLIES	
CORRESPONDENCE DATA			
Fax Number:	(831)333-5623		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	831-333-2518		
Email:	mgaitley@excelligence.com		
Correspondent Name:	Michael Gaitley		
Address Line 1:	2 Lower Ragsdale Drive, Suite 200		
Address Line 4:	Monterey, CALIFORNIA 93940		
NAME OF SUBMITTER:	Michael Gaitley		
Signature:	/Michael Gaitley/		
Date:	03/17/2010		

OP \$40.00 3351301

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of March 5, 2010 between Educational Products, Inc. ("Buyer") and Gallagher Top Ten Holdings, LLC ("Seller").

WHEREAS, Buyer is purchasing certain assets of Seller under a Limited Asset Purchase Agreement (the "Agreement") dated as of the date hereof between Buyer and Seller

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

- 1) Seller hereby irrevocably assigns and transfers to Buyer all right, title and interest of Seller in and to the trademark and/or service marks "Desktop" and "Desktop School Supplies," including the registered service mark "Desktop School Supplies" (USPTO Registration Number 3351301) together with the goodwill of the Business symbolized by such trademark/service mark and all causes of action (including the right to sue for past infringement) arising from the trademark/service mark transferred hereby;
- 2) Upon reasonable request by (and at the expense of) Buyer, Seller will execute, acknowledge and deliver such additional instruments of assignment as may be reasonably necessary to establish the ownership of record of the trademark/service mark transferred under this Assignment;
- 3) Unless otherwise defined in this Assignment, all terms used herein which are defined in the Agreement shall have the meaning given to them in the Agreement;
- 4) This Assignment shall be effective as of the Closing Date.

BUYER:

Educational Products, Inc.

By: *Ron Phelan*
 Name: Ron Phelan
 Title: Chief Executive Officer

SELLER:

Gallagher Top Ten Holdings, LLC

By: _____
 Name: _____
 Title: _____

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BUYER:

Educational Products, Inc.

By: _____

Name: Ron Phelan

Title: Chief Executive Officer

SELLER:

Gallagher Top Ten Holdings, LLC

By: Tiffany Gallagher

Name: Tiffany Gallagher

Title: owner

NOTICE OF ASSET PURCHASE AGREEMENT AND TRADEMARK ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Gallagher Top Ten Holdings, LLC**, a limited liability company organized under the laws of the State of Minnesota, having a place of business in Lakeville, Minnesota and a mailing address of P.O. Box 97, Lakeville, Minnesota, (hereinafter "Assignee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, received from **Top Ten Fund Raisers, Inc.**, a corporation organized under the laws of the State of Texas, having a place of business at 210 Adell Blvd., Sunnyvale, Texas 75182, (hereinafter "Assignor"), pursuant to that certain Asset Purchase Agreement dated May 6, 2008 and thereby immediately effective by and between Assignor and Assignee (hereinafter the "Assignment"), all right, title, and interest in and to the following trademarks, common law and registered, together with that part of the goodwill of the business connected with the use of and symbolized by said trademarks, (hereinafter the "Trademark Property"):

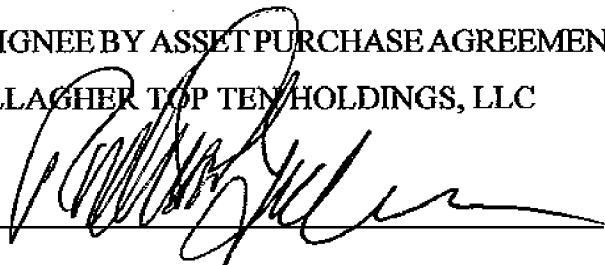
- Registration No. 3,351,301 registered on December 11, 2007, for the trademark **DESKTOP SCHOOL SUPPLIES** (with design), a copy of which is attached hereto; and
- Registration No. 3,394,229, registered on March 11, 2008, for the trademark **HOLIDAY FAIR** (with design), a copy of which is attached hereto;

WHEREAS, it is the purpose of this instrument to memorialize the Assignment of the Trademark Property in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned, sold, quit-claimed, released, set over, conveyed and transferred unto Assignee as of the date of the aforementioned Asset Purchase Agreement, all right, title and interest, together with that part of the goodwill of the business connected with the use of and symbolized by the Trademark Property, whatsoever Assignor now has or may have in and to the Trademark Property, including the right to sue and recover for past, present and future infringement of the Trademark Property and the right to sue and collect damages for such infringement, the same to be held and enjoyed by Assignee, its assigns and successors, to the full end of the term or terms for which the Trademark Property is granted or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment and sale not been made.

IN WITNESS WHEREOF, the Assignee has caused these presents to be executed this 4th day of March 2010.

ASSIGNEE BY ASSET PURCHASE AGREEMENT
GALLAGHER TOP TEN HOLDINGS, LLC

By: 

Richard Geckler, Vice-President

State of Minnesota §
County of Dakota §

On this 4th day of March, in the year 2010, before me appeared **Richard Geckler** personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the attached Assignment instrument on behalf of the limited liability company therein named, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that he was authorized by the bylaws of the Assignee or a resolution of its Board of Directors to execute said Assignment in accordance with said Asset Purchase Agreement.

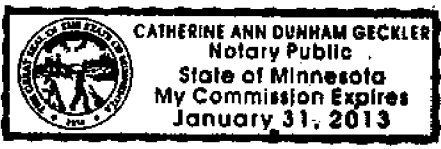
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public

SEAL

Catherine A. D. Geckler
Printed or Typed Name of Notary

My commission expires:
January 31 2013



Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 3,351,301

Registered Dec. 11, 2007

SERVICE MARK
PRINCIPAL REGISTER



TOP TEN FUND RAISERS, INC. (TEXAS CORPORATION)
210 ADELL BLVD.
SUNNYVALE, TX 75182

FOR: PACKAGING OF BACK-TO-SCHOOL SUPPLY KITS, INTENDED FOR USE BY ELEMENTARY SCHOOL CHILDREN, THAT CONTAIN VARIOUS COMBINATIONS OF SCHOOL SUPPLY ITEMS SELECTED FROM THE GROUP COMPRISING PENS, PENCILS, PAPER, NOTEBOOKS, GLUE, RULERS, FOLDERS, SCISSORS, ERASERS AND CRAYONS, ACCORDING TO THE ORDER AND SPECIFICATION OF OTHERS; AND ON-LINE RETAIL STORE SERVICES FEATURING STANDARD AND CUSTOM BACK-TO-SCHOOL PRE-PACKAGED SUPPLY KITS, INTENDED FOR USE BY ELEMENTARY SCHOOL CHILDREN, THAT CONTAIN VARIOUS COMBINATIONS OF SCHOOL SUPPLY ITEMS SELECTED FROM THE GROUP COMPRISING PENS, PENCILS, PAPER, NOTEBOOKS, GLUE, RULERS, FOLDERS, SCISSORS, ERASERS AND CRAYONS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 11-0-2004; IN COMMERCE 11-0-2004.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "DESKTOP SCHOOL SUPPLIES", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF A STACKED PRESENTATION OF THE WORD DESKTOP ENCLOSED BY A SOLID BORDER LINE THAT GENERALLY FOLLOWS THE CONTOUR OF THE LETTERS ALONG THE SIDES AND TOP, TOGETHER WITH THE WORDS SCHOOL SUPPLIES ENCLOSED BY A SOLID BORDER LINE THAT FOLLOWS LEFT AND RIGHT CURVED SIDE PORTIONS, A STRAIGHT-LINE BOTTOM PORTION JOINING THE CURVED PORTIONS AND A STRAIGHT-LINE TOP PORTION EXTENDING IN PARALLEL WITH THE STRAIGHT-LINE BOTTOM PORTION.

SER. NO. 77-132,491, FILED 3-15-2007.

NICHOLAS ALTRBE, EXAMINING ATTORNEY