

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
LEE MIDDLETON ORIGINAL DOLLS, INC.		03/08/2010	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	ALEXANDER DOLL COMPANY, INC.		
Street Address:	615 West 131st Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10027		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2805698	NEWBORN NURSERY	
Registration Number:	2777757	NEWBORN NURSERY	
Registration Number:	2862313	TREASURED CHILD	
Registration Number:	2866286	... WITH THE MOST BEAUTIFUL FACES	
Registration Number:	2778316	SMALL WONDER LIFE'S LITTLE LESSONS	
CORRESPONDENCE DATA			
Fax Number:	(212)421-5086		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 421-4932		
Email:	jackhassid@att.net		
Correspondent Name:	Jack Hassid, Esq.		
Address Line 1:	460 Park Avenue, 10th Fl.		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	ALEXANDER DOLL/LEE MIDDLE		

OP \$140.00 2805698

900157318

**TRADEMARK
 REEL: 004168 FRAME: 0682**

NAME OF SUBMITTER:	Jack Hassid, Esq., Attorney-in-Fact
Signature:	//Jack Hassid, Esq. Attorney-in-Fact//
Date:	03/17/2010
Total Attachments: 4 source=middleton assignment#page1.tif source=middleton assignment#page2.tif source=middleton assignment#page3.tif source=middleton assignment#page4.tif	

**ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND
INTELLECTUAL PROPERTY**

This Assignment of Trademarks and Servicemarks (this "Assignment") is made as of March 8, 2010, (the "Assignment Date") by LEE MIDDLETON ORIGINAL DOLLS, INC., a Wisconsin corporation ("Assignor"), to ALEXANDER DOLL COMPANY, INC., a Delaware corporation ("Assignee"). Each capitalized term used but not defined in this Assignment has the meaning assigned to such term in the Asset Purchase Agreement, dated March 8, 2010, among Assignor and Assignee (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to assign, transfer, convey and deliver to Assignee the Purchased Assets, including, without limitation, all of Assignor's right, title and interest in, to and under the Marks (as defined below); and

WHEREAS, the obligation of Assignee to consummate the transaction contemplated by the Purchase Agreement is conditioned in part on the execution and delivery of this Assignment; and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee desires to accept the assignment, transfer, conveyance and delivery of, all of Assignor's worldwide right, title and interest in, to and under the Marks.

NOW, THEREFORE, in consideration of the consummation of the transaction contemplated in the Purchase Agreement and other good and valuable consideration paid by Assignee to Assignor, Assignor assigns, transfers, conveys and delivers to Assignee (a) all of Assignor's worldwide right, title and interest in, to and under Assignor's domestic and foreign servicemarks, trademarks, trademark applications and trade names (together, the "Marks"), including, without limitation, the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A hereto, (b) the goodwill of the business associated with the Marks and which is symbolized thereby, (c) all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the Assignment Date, (d) all rights to receive income or payments with respect to the Marks and (e) any and all renewals and extensions of the Marks that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction. The foregoing will be held and enjoyed by Assignee, its successors and assigns from and after the Assignment Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall execute or cause to be delivered to Assignee such instruments and other documents, and shall take such other actions, as Assignee may request after the Assignment Date, for the purpose of carrying out or evidencing the assignment of the Marks pursuant to this Assignment.

In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, this Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of New York, without giving effect to principles of conflict of laws.

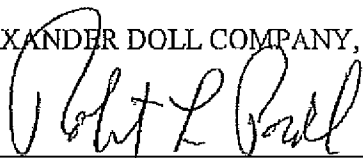
Assignor has caused this Assignment to be duly executed and delivered to Assignee as of the Assignment Date.

LEE MIDDLETON ORIGINAL DOLLS, INC.

By: _____
Ken Werner
President

ACKNOWLEDGED AND ACCEPTED:


ALEXANDER DOLL COMPANY, INC.

By: 
Robert L. Porell
Chief Executive Officer

Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, this Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of New York, without giving effect to principles of conflict of laws.

Assignor has caused this Assignment to be duly executed and delivered to Assignee as of the Assignment Date.

LEE MIDDLETON ORIGINAL DOLLS, INC.

By: 
Kenneth Werner
President

ACKNOWLEDGED AND ACCEPTED:

ALEXANDER DOLL COMPANY, INC.

By: _____
Robert Forell
Vice President

SCHEDULE A

NEWBORN NURSERY Reg. No. 2805698

NEWBORN NURSERY Reg. No. 2777757

TREASURED CHILD Reg. No. 2862313

...WITH THE MOST BEAUTIFUL FACES Reg. No. 2866286

SMALL WONDER LIFE'S LITTLE LESSONS Reg. No. 2778316

Agreement dated March 8, 2005 by and between Lee Middleton Original Dolls, Inc. and the Trustees of the Roberta Lee Middleton Urick Copyrights Trust dated October 8, 2001

Great Plains Software