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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
Playing Mantis, Inc.		05/28/2010	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Learning Curve Brands, Inc.	
Street Address:	2021 9th Street SE	
City:	Dyersville	
State/Country:	IOWA	
Postal Code:	52040	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2844730	JOHNNY LIGHTNING

CORRESPONDENCE DATA

Fax Number: (574)287-3116

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

Phone: 574-287-7772

Email: rsnyder808@aol.com

Correspondent Name: Richard W. Snyder

Address Line 1: 105 E. Jefferson Blvd.

Address Line 2: Suite 800

Address Line 4: South Bend, INDIANA 46601

ATTORNEY DOCKET NUMBER:	JL CLOTHING
NAME OF SUBMITTER:	Richard W. Snyder
Signature:	/Richard W. Snyder/
Date:	06/10/2010
	TRADEMARK

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated May <u>28</u>, 2010, by and between Playing Mantis, Inc., an Indiana corporation (the "Assignor") and LEARNING CURVE BRANDS, INC., a Delaware corporation ("Assignee").

Assignor's entire right, title, and interest in and to the Assigned Trademarks (as defined below) along with all goodwill associated with the Assigned Trademarks. The above assignment is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature. The above assignment is made as part of the transfer of substantially all of Assignor's business assets and properties pursuant to other agreements executed June 4, 2004, the transferred assets including the portion of Assignor's business with which the Trademarks are associated. As used herein, the term "Assigned Trademarks" shall mean those trademark registrations listed in Exhibit A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR: PLAYING/MANTIS, INC. (an Indiana corporation)

Its President

ASSIGNEE: LEARNING CURVE BRANDS, INC. (a Delaware Corporation)

By_____

EXHIBIT A

ASSIGNED TRADEMARKS

Registration DateRegistration No.Registered TrademarkClass/Goods5/25/042844730Johnny Lightning25/Clothing

2

RECORDED: 06/10/2010

TRADEMARK REEL: 004221 FRAME: 0940