

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
Cece & Heidi LLC		02/07/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Melissa & Doug, LLC		
Street Address:	141 Danbury Road		
City:	Wilton		
State/Country:	CONNECTICUT		
Postal Code:	06897		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3322348	THE BOX GIRLS	
Registration Number:	3321628	THE GIRLFRIENDS BOX OF QUESTIONS	
Registration Number:	3153866	THE THANKSGIVING BOX OF QUESTIONS	
Registration Number:	3073645	THE HANUKKAH BOX OF QUESTIONS	
Registration Number:	3073631	THE CHRISTMAS BOX OF QUESTIONS	
Registration Number:	2763629	THE SHABBAT BOX OF QUESTIONS	
Registration Number:	3411707	THE BOX GIRLS	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175701255		
Email:	rcrawford@goodwinprocter.com		
Correspondent Name:	Robert M. Crawford, Jr.		
Address Line 1:	53 State Street		

OP \$190.00 3322348

Address Line 2: Goodwin Procter LLP
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	122180-205054
NAME OF SUBMITTER:	Robert M. Crawford, Jr.
Signature:	/Robert M. Crawford, Jr./
Date:	02/15/2011

Total Attachments: 4
source=Trademark Assignment (filed)#page1.tif
source=Trademark Assignment (filed)#page2.tif
source=Trademark Assignment (filed)#page3.tif
source=Trademark Assignment (filed)#page4.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 7th day of February, 2011, by and between Cece & Heidi LLC, a limited liability company organized and existing under the laws of California ("Assignor"); and Melissa & Doug, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of February 7th, 2011 (the "Asset Purchase Agreement"), pursuant to which Assignor is selling to Assignee certain of the assets of Assignor, including the Marks; and

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor.

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Effective upon the Closing (as defined in the Asset Purchase Agreement), Assignor does hereby sell, assign, convey and transfer unto said Assignee, and its legal successors and assigns, pursuant to the terms of the Asset Purchase Agreement, Assignor's entire right, title and interest in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

2. Assignor further authorizes the Director of the United States Patent and Trademark Office, whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.


3. Except as expressly provided in this Asset Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Marks.

4. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as a sealed instrument by its duly authorized officer as of the date first written above.

CECE & HEIDI LLC

By: 
Name: ERIC LEDDA
Title: MANAGING PARTNER - CEO

MELISSA & DOUG, LLC

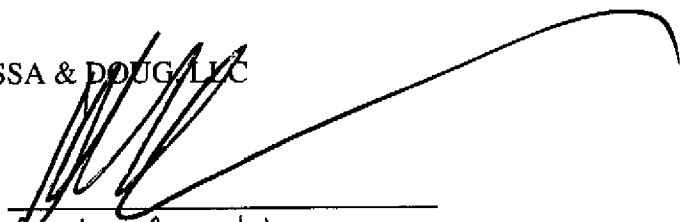
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as a sealed instrument by its duly authorized officer as of the date first written above.

CECE & HEIDI LLC

By: _____
Name: _____
Title: _____

MELISSA & DOUG LLC

By: 
Name: Douglas Bernstein
Title: Co-CEO

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 004478 FRAME: 0114

SCHEDULE A

Marks

Mark	Type	Application Number	Reg. Number
THE BOX GIRLS	Word Mark	77017111	3322348
THE GIRLFRIENDS BOX OF QUESTIONS	Word Mark	78884522	3321628
THE THANKSGIVING BOX OF QUESTIONS	Word Mark	78746770	3153866
THE HANUKKAH BOX OF QUESTIONS	Word Mark	78612266	3073645
THE CHRISTMAS BOX OF QUESTIONS	Word Mark	78606836	3073631
THE SHABBAT BOX OF QUESTIONS	Word Mark	76406600	2763629
THE BOX GIRLS	Word and Mark Design	78746781	3411707