

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
The Rugged Bear, Inc.		01/25/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RB Acquisition Corp.		
Street Address:	125 Lenox Street		
City:	Norwood		
State/Country:	MASSACHUSETTS		
Postal Code:	02062		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3016139		
Registration Number:	2995811	RUGGED BEAR	
Registration Number:	1435781	RUGGED BEAR	
CORRESPONDENCE DATA			
Fax Number:	(617)261-3175		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-261-3100		
Email:	emily.cunningham@klgates.com		
Correspondent Name:	Emily H. Cunningham		
Address Line 1:	One Lincoln Street		
Address Line 2:	K&L Gates LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	Emily H. Cunningham		
Signature:	/emily h. cunningham/		

OP \$90.00 3016139

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**TRADEMARK
 REEL: 004483 FRAME: 0770**

Date:

02/22/2011

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made by and between The Rugged Bear, Inc., a Delaware Corporation ("Assignor") and RB Acquisition Corp., a Delaware corporation ("Assignee"), as of January 25, 2010.

RECITALS

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated January 25, 2010 (the "Purchase Agreement"), pursuant to which Assignee has purchased certain assets of Assignor, including the trademarks described herein.

NOW THEREFORE, be it known that, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, transfers and assigns to Assignee and its lawful successors and assigns, all of Assignor's right, title and interest in and to the following trademarks, together with the goodwill of the business symbolized by said trademark:

Trademark	Registration Number	Date of Registration
Paw logo	3016139	11/15/2005
Rugged Bear	2995811	9/13/2005
Rugged Bear (stylized)	1435781	4/7/1987

2. Assignor hereby sells, transfers and assigns to Assignee and its lawful successors and assigns, all of Assignor's right, title and interest in and to all income, royalties, damages and payments due or payable to Assignor as of the date hereof or hereafter for past, present or future infringements or misappropriations of the trademarks listed in item 1 above, and the right to sue and recover for past infringements or misappropriations thereof.

3. Assignor hereby further covenants that Assignor has the full right to convey the interests assigned by this Assignment, Assignor will take all action (at Assignee's cost) and execute all documents requested by Assignee which are necessary to perfect the interests assigned hereby, and Assignor has not executed and will not execute any agreement in conflict with this Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each party has executed this Assignment of Trademarks as of the date first written above.

ASSIGNOR:

THE RUGGED BEAR, INC.

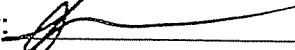
By: _____

Name: Alan T. McDonough

Title: President

ASSIGNEE:

RB ACQUISITION CORP.

By:  _____

Name: Garrett Larson

Title: President

IN WITNESS WHEREOF, each party has executed this Assignment of Trademarks as of the date first written above.

ASSIGNOR:

THE RUGGED BEAR, INC.

By: 

Name: Alan T. McDonough

Title: President

ASSIGNEE:

RB ACQUISITION CORP.

By: _____

Name: Garrett Larson

Title: President

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