

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MARNLEN MANAGEMENT LTD.		06/04/2010	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	TRENDS INTERNATIONAL PUBLISHING CORPORATION
<b>Street Address:</b>	3500 Laird Road, Unit #2
<b>City:</b>	Mississauga, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L5L 5Y4
<b>Entity Type:</b>	unlimited liability company: CANADA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
<b>Registration Number:</b>	1355271	SANDYLION
<b>Serial Number:</b>	77767073	SANDYLION STICKERS
<b>Serial Number:</b>	77785851	STICKER BITS. BITTY STICKERS. BIG FUN!

**CORRESPONDENCE DATA**

**Fax Number:** (317)231-7433  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 317-236-1313  
**Email:** dwong@btlaw.com  
**Correspondent Name:** David A.W. Wong, Barnes & Thornburg LLP  
**Address Line 1:** 11 South Meridian Street  
**Address Line 4:** Indianapolis, INDIANA 46204-3535

<b>ATTORNEY DOCKET NUMBER:</b>	213373,213369,215982
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**DOMESTIC REPRESENTATIVE**

**Name:** David A.W. Wong, Barnes & Thornburg LLP

**900187819**

**TRADEMARK**  
**REEL: 004510 FRAME: 0349**

**CH \$90.00 1355271**

Address Line 1: 11 South Meridian Street  
Address Line 4: Indianapolis, INDIANA 46204-3535

NAME OF SUBMITTER:	David A.W. Wong
Signature:	/dwong/
Date:	03/29/2011

Total Attachments: 5  
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ASSIGNMENT OF TRADE-MARKS

THIS ASSIGNMENT is made as of this 4th day of June, 2010

**B E T W E E N:**

**TRENDS INTERNATIONAL PUBLISHING CORPORATION**

an unlimited liability company formed under the laws of the Province of Nova Scotia, having a principal office or place of business at 3500 Laird Road, Unit #2, Mississauga, ON Canada L5L 5Y4

(the "Assignee")

-and-

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**MARNLEN MANAGEMENT LTD.**

a corporation amalgamated under the laws of the Province of Ontario, having a principal office or place of business at 400 Cochrane Drive, Markham, ON Canada L3R 8E3

(the "Assignor")

**WHEREAS** pursuant to the terms and conditions of an asset purchase agreement dated June 4th, 2010, by and among Sandylion Inc., the Assignor and the Assignee (the "**Asset Purchase Agreement**"), the Assignor has agreed to sell, and the Assignee has agreed to purchase from the Assignor, the trade-marks listed in Schedule "A" hereto (the "**Trade-marks**");

**AND WHEREAS** the Assignor wishes to assign to the Assignee any and all of its right, title and benefit in and to the Trade-marks;

**NOW THEREFORE** in consideration of the payments provided for in the Asset Purchase Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Assignor hereby:

1. Assigns, transfers and conveys in perpetuity and without accounting, unto the Assignee the entire right, title and interest, worldwide, in and to all ownership, intellectual property and other property rights in the Trade-marks together with all rights of action resulting from any adverse or confusing use of the Trade-marks, including the right to sue for past infringements and the right to claim such relief as is appropriate, the same to be held by Assignee, its successors and assigns as fully and effectually as it would have been held by Assignor had this transfer, sale and assignment not been made;
2. Forever waives and renounces, for the benefit of the Assignee, its rights in the Trade-marks, including, without limitation, the right to the integrity of the Trade-marks, the right to modify the Trade-marks in any way, and the right to prevent the use of the Trade-marks in association with any other product or products; and

3. Covenants and agrees that it will execute all documents, papers, forms, and authorizations and take all other reasonable actions upon every reasonable request and at the sole cost of the Assignee that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in and to the Trade-marks.
  4. Each of the Assignor and the Assignee mutually covenants, promises and agrees with the other that this Assignment shall be subject to the terms and conditions of the Asset Purchase Agreement, including without limitation, the representations, warranties and covenants of the Assignor and of the Assignee contained therein and that such representations, warranties and covenants shall survive the execution and delivery of this Assignment and thereafter shall remain in full force and effect in accordance with the terms and conditions of the Asset Purchase Agreement. The provisions of this Assignment shall not merge or e superseded by and shall survive the completion of the transactions provided for in the Asset Purchase Agreement in accordance with the terms and conditions of the Asset Purchase Agreement.
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5. This Assignment shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

**IN WITNESS WHEREOF** the Assignor and Assignee have each executed and delivered this Assignment as of the date hereof.

**MARNLEN MANAGEMENT LTD.**

Per: \_\_\_\_\_

Name: Bob Hicks

Title: Chief Financial Officer

I have the authority to bind the corporation

**TRENDS INTERNATIONAL PUBLISHING CORPORATION**

Per: \_\_\_\_\_

Name: Philip J. St. Jean

Title: President

I have the authority to bind the corporation

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**SCHEDULE "A"**  
**INTELLECTUAL PROPERTY**

See attached.

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**Canadian Trade Marks**  
**Billed to Sandylion Sticker Designs (Client No. 4216)**

<b>Our Ref.</b>	<b>Trade Mark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Status</b>	<b>Due Dates</b>
4216-323	BODY CRAZE	1168106	627677	Registered	Renewal Dec. 17, 2019
4216-180	INFO PLUS	858467	505529	Registered	Renewal Dec. 15, 2013
4216-137	KIDS STICK WITH US	800386	468104	Registered	Renewal Dec. 31, 2011
4216-37	LASER MAGIC	515453	298471	Registered	Renewal Dec. 21, 2014
4216-146	LION'S HEAD DESIGN	806682	471448	Registered	Renewal Feb. 21, 2012
4216-32	LION'S HEAD DESIGN	498784	312701	Registered	Renewal March 28, 2016
4216-38	MARNLEN STICKER SENSATIONS	509374	301385	Registered	Renewal March 29, 2015
4216-165	MEMORY STICKERS	846981	510443	Registered	Renewal April 6, 2014
4216-33	NAME DROPPERS	498782	289691	Registered	Renewal April 6, 2014
4216-147	SANDYLION	806684	473745	Registered	Renewal March 26, 2012
4216-39	SANDYLION & THREE PAW PRINTS DESIGN	521846	308335	Registered	Renewal Nov. 15, 2015
4216-34	SANDYLION (MARNLEN MANAGEMENT)	498783	283746	Registered	Renewal Sept. 30, 2013
4216-35	SANDYLION STICKER DESIGNS & LION HEAD DES.	487907	281809	Registered	Renewal July 29, 2013
4216-379	SANDYLION STICKERS DESIGN	1442102	N/A	Filed	N/A
4216-244	STICCCUPS	1050719	560598	Registered	Renewal April 23, 2017
4216-381	STICKER BITS. BITTY STICKERS. BIG FUN!	1444937	N/A	File	N/A
4216-201	STICKER BORDERS & DESIGN	875961	528431	Registered	Renewal May 26, 2015
4216-162	STICKER DRESS-UP	852045	532410	Registered	Renewal Sept. 11, 2015
4216-134	STICKER EXTRAVAGANZA	793391	463254	Registered	Renewal Sept. 6, 2011
4216-196	STICKER KING	872116	578027	Registered	Renewal March 24, 2018
4216-109	STICKER TREASURE KIT	745765	441038	Registered	Renewal March 24, 2010
4216-187	STICKERLAND	872117	567511	Registered	Renewal Sept. 17, 2017
4216-382	STICKING UP FOR OUR KIDS, OUR COMMUNITY & OUR PLANET ... IT'S JUST THAT SIMPLE.	1444932	N/A	Filed	N/A
4216-356	WONDERSTIX	1307547	727193	Registered	Renewal Oct. 28, 2023
4216-41	ZINGERS	515454	298472	Registered	Renewal Dec. 21, 2014

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**United States Trademarks  
Billed to Sandylion Sticker Designs (Client No. 4216)**

<b>Our Ref.</b>	<b>Trade Mark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Status</b>	<b>Due Dates</b>
4216-324	BODY CRAZE	76/507621	3178866	Registered	Section 8 & 15 Affidavit Due Dec. 5, 2012
4216-142	KIDS STICK WITH US	75/067263	2117361	Registered	Renewal Dec. 5, 2016
4216-14	LION'S HEAD DESIGN	73/418298	1356530	Registered	Renewal Dec. 2, 2017
4216-15	SANDYLION	73/418296	1355271	Registered	Renewal Aug. 27, 2015
4216-8	SANDYLION & LIONS HEAD DESIGN	73/418297	1323133	Registered	Renewal Aug. 20, 2015
4216-380	SANDYLION STICKERS Design	77/767073	N/A	Filed	Renewal March 5, 2015
4216-51	SHOELACE FAB-TABS	74/031615	1624991	Registered	N/A
4216-383	STICKER BITS. BITTY STICKERS. BIG FUN!	77/785851	N/A	Filed	Renewal Nov. 27, 2010
4216-139	STICKER EXTRAVAGANZA	75/034156	2041809	Registered	N/A
4216-110	STICKER TREASURE KIT	74/487499	1975247	Registered	Renewal March 4, 2017
4216-384	STICKING UP FOR OUR KIDS, OUR COMMUNITY & OUR PLANET ... IT'S JUST THAT SIMPLE.	77/785910	N/A	Filed	Renewal May 21, 2016
4216-358	WONDERSTIX	78/937575	3749863	Registered	N/A

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