

**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
Callaway Arts & Entertainment, Inc.		02/03/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Melissa & Doug, LLC
<b>Street Address:</b>	141 Danbury Rd.
<b>City:</b>	Wilton
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06897
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	2827727	SUNNY PATCH
Registration Number:	2892507	SUNNY PATCH
Registration Number:	2942632	SUNNY PATCH
Registration Number:	3906770	SUNNY PATCH
Registration Number:	3906747	SUNNY PATCH
Registration Number:	3906746	SUNNY PATCH
Registration Number:	3906769	SUNNY PATCH
Registration Number:	3906768	SUNNY PATCH
Registration Number:	3906720	SUNNY PATCH
Registration Number:	3906749	SUNNY PATCH
Registration Number:	3906719	SUNNY PATCH
Registration Number:	3549727	SUNNY PATCH
Registration Number:	3549729	SUNNY PATCH
Registration Number:	3233349	SUNNY PATCH

**OP \$740.00 2827727**

Registration Number:	3475921	SUNNY PATCH
Registration Number:	3550156	WHERE HAPPINESS GROWS
Registration Number:	3550158	WHERE HAPPINESS GROWS
Registration Number:	3550159	WHERE HAPPINESS GROWS
Registration Number:	3550160	WHERE HAPPINESS GROWS
Registration Number:	3550157	WHERE HAPPINESS GROWS
Serial Number:	77946678	SUNNY PATCH
Serial Number:	77958426	SUNNY PATCH
Serial Number:	77946689	SUNNY PATCH
Serial Number:	77958435	SUNNY PATCH
Serial Number:	77958439	SUNNY PATCH
Serial Number:	77951890	SUNNY PATCH
Serial Number:	77952122	SUNNY PATCH
Serial Number:	77958443	SUNNY PATCH
Serial Number:	77958446	SUNNY PATCH

**CORRESPONDENCE DATA**

Fax Number: (617)523-1231  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: rcrawford@goodwinprocter.com  
Correspondent Name: Robert M. Crawford, Jr.  
Address Line 1: 53 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	122180-183136
NAME OF SUBMITTER:	Julia Holczer
Signature:	/Julia Holczer/
Date:	04/05/2011

Total Attachments: 6  
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 3rd day of February, 2011, by and between Callaway Arts & Entertainment, Inc., a Delaware corporation ("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 3, 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, 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.

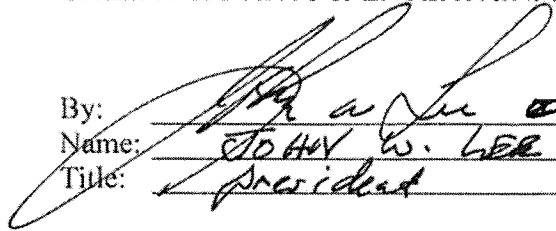
3. Except as expressly provided in this Asset Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Marks.

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.

CALLAWAY ARTS & ENTERTAINMENT, INC.

By:   
Name: JOHN W. LEE II  
Title: President

MELISSA & DOUG, LLC

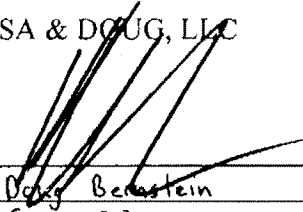
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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.

CALLAWAY ARTS & ENTERTAINMENT, INC.









By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





MELISSA & DOUG, LLC

By:  \_\_\_\_\_  
Name: Doug Bernstein  
Title: Co-CEO

**SCHEDULE A**

**Marks**

<b>Mark</b>	<b>Type</b>	<b>Application Number</b>	<b>Reg. Number</b>
	Design Mark	78153051	2827727
	Design Mark	76448311	2892507
	Design Mark	76488101	2942632
	Design Mark	77946678	
	Design Mark	77958426	
	Design Mark	77946689	
	Design Mark	77958435	
	Design Mark	77958439	

	Design Mark	77951890	
	Design Mark	77952122	
	Design Mark	77958443	
	Design Mark	77958446	
SUNNY PATCH	Word Mark	77958443	3906770
SUNNY PATCH	Word Mark	77952075	3906747
SUNNY PATCH	Word Mark	77951926	3906746
SUNNY PATCH	Word Mark	77958436	3906769
SUNNY PATCH	Word Mark	77958431	3906768
SUNNY PATCH	Word Mark	77946695	3906720
SUNNY PATCH	Word Mark	77952162	3906749
SUNNY PATCH	Word Mark	77946681	3906719
SUNNY PATCH	Word Mark	77465157	3549727
SUNNY PATCH	Word Mark	77465168	3549729
SUNNY PATCH	Word Mark	78916079	3233349
SUNNY PATCH	Word Mark	77353262	3475921
WHERE HAPPINESS GROWS	Word Mark	77488065	3550156

Schedule A to the Trademark Assignment

WHERE HAPPINESS GROWS	Word Mark	77488068	3550158
WHERE HAPPINESS GROWS	Word Mark	77488072	3550159
WHERE HAPPINESS GROWS	Word Mark	77488075	3550160
WHERE HAPPINESS GROWS	Word Mark	77488067	3550157