

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Scratch-Art Company, Inc.		08/04/2011	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Melissa & Doug, LLC
Street Address:	141 Danbury Road
City:	Wilton
State/Country:	CONNECTICUT
Postal Code:	06897-4411
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	3497223	INSPIRED DESIGN
Registration Number:	3219740	SCRATCH ART
Registration Number:	3214267	DRAW & LEARN
Registration Number:	3243045	CLEAR-SCRATCH
Registration Number:	3131468	LIGHT CATCHER
Registration Number:	3231773	PICTURE BOARD
Registration Number:	3594838	SHADE-TEX
Registration Number:	3594836	SOFT-SCRATCH
Registration Number:	3648711	SCRATCHIN' SHAPES
Registration Number:	3655764	WACKY SCRATCH
Registration Number:	3412076	SCRATCHIN' SIGNS
Registration Number:	3366376	SCRATCHIN' FASHION
Registration Number:	2696530	BATEEK-O
Registration Number:	2743666	SAND-O

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Registration Number:	2472272	SCRATCH MAGIC
Registration Number:	2450205	RAINBOW BLACK
Registration Number:	2601736	SCRATCH & SPARKLE
Registration Number:	2286673	RAINBOW WHITE
Registration Number:	2185016	3-VU
Registration Number:	2234557	JUXT-A-TONE
Registration Number:	2155965	SCRATCH-ART
Registration Number:	1986565	TRACE-IT
Registration Number:	1867618	LOLLI-FOAM
Registration Number:	1833308	MASK-EASE
Registration Number:	1885616	SCRATCH-LITE
Registration Number:	1650143	SUBI
Registration Number:	1747839	SCRATCH-BRITE
Registration Number:	1612044	SHOWTIME
Registration Number:	1620624	SCRATCH-BRUSH
Registration Number:	1441196	WAX-O
Registration Number:	1422367	PARIS
Registration Number:	1412319	EMBOSS-O
Registration Number:	1316933	SCRATCH-A-PRINT
Registration Number:	1324100	RUBBING STICK
Registration Number:	1264237	SCRATCH-FOAM
Registration Number:	1254514	CONTRAST-O
Registration Number:	0897860	"SCRATCH-ETCH"
Registration Number:	0879093	CHUNK-O CRAYON
Serial Number:	85170726	SCRATCHIN' HOT

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.570.1000
Email: mrovner@goodwinprocter.com
Correspondent Name: Miriam J. Rovner c/o Goodwin Procter LLP
Address Line 1: Exchange Place, 53 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 122180-185132

NAME OF SUBMITTER: Miriam J. Rovner

TRADEMARK

REEL: 004601 FRAME: 0510

/mjr/

Date:

08/10/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 4th day of August, 2011, by and between Scratch-Art Company, Inc., a corporation organized and existing under the laws of Massachusetts ("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 the date hereof (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, and the empowered official of any country or countries foreign to the United States 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 the 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.

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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.

SCRATCH-ART COMPANY, INC.

By: Nathan Polak
Name: Nathan Polak
Title: President

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.

MELISSA & DOUG, LLC

By: 

Name: Douglas Bernstein

Title: Co-CEO

[Signature Page to Trademark Assignment]

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SCHEDULE A

Marks

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Mark</u>	<u>Jurisdiction</u>
85170726		SCRATCHIN' HOT	U.S. (federal)
78899577	3497223	INSPIRED DESIGN	U.S. (federal)
78781687	3219740	SCRATCH ART + Design	U.S. (federal)
78708045	3214267	DRAW & LEARN	U.S. (federal)
78708036	3243045	CLEAR-SCRATCH	U.S. (federal)
78707769	3131468	LIGHT CATCHER	U.S. (federal)
78542609	3231773	PICTURE BOARD	U.S. (federal)
77561019	3594838	SHADE-TEX	U.S. (federal)
77560989	3594836	SOFT-SCRATCH	U.S. (federal)
77554496	3648711	SCRATCHIN' SHAPES	U.S. (federal)
77535888	3655764	WACKY SCRATCH	U.S. (federal)
77010760	3412076	SCRATCHIN' SIGNS	U.S. (federal)
77010736	3366376	SCRATCHIN' FASHION	U.S. (federal)
76306146	2696530	BATEEK-O	U.S. (federal)
76268009	2743666	SAND-O	U.S. (federal)
75794385	2472272	SCRATCH MAGIC	U.S. (federal)
75851196	2450205	RAINBOW BLACK	U.S. (federal)
75789105	2601736	SCRATCH & SPARKLE	U.S. (federal)
75458508	2286673	RAINBOW WHITE	U.S. (federal)
75244144	2185016	3-VU	U.S. (federal)
75027882	2234557	JUXT-A-TONE	U.S. (federal)
74731881	2155965	SCRATCH-ART	U.S. (federal)
74571662	1986565	TRACE-IT	U.S. (federal)
74379929	1867618	LOLLI-FOAM	U.S. (federal)
74310065	1833308	MASK-EASE	U.S. (federal)
74082920	1885616	SCRATCH-LITE	U.S. (federal)
74082907	1650143	SUBI	U.S. (federal)
74059263	1747839	SCRATCH-BRITE	U.S. (federal)
74011595	1612044	SHOWTIME	U.S. (federal)
74010511	1620624	SCRATCH-BRUSH	U.S. (federal)
73625796	1441196	WAX-O	U.S. (federal)
73599251	1422367	PARIS	U.S. (federal)
73590125	1412319	EMBOSS-O	U.S. (federal)
73478374	1316933	SCRATCH-A-PRINT	U.S. (federal)
73444013	1324100	RUBBING STICK	U.S. (federal)
73379205	1264237	SCRATCH-FOAM	U.S. (federal)
73334970	1254514	CONTRAST-O + Design	U.S. (federal)

72346647	0897860	"SCRATCH-ETCH"	U.S. (federal)
72302035	0879093	CHUNK-O CRAYON	U.S. (federal)
	2117620	SCRATCH-ART	Eur. Community
	2116333	SCRATCH-MAGIC	Eur. Community