

08/09/2011

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103630457

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

8/9/2011

1. Name of conveying party(ies):

Patch Products, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Wisconsin
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 28, 2011

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Terry Miller Associates, LLC

Internal

Address:

Street Address: 15 Mill St.

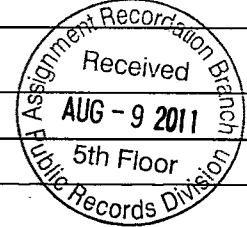
City: Newport

State: Rhode Island

Country: USA Zip: 02840

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC Citizenship Indiana 33992

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3399211

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

CAN-DO ROO

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Paul E Kritzer

Internal Address: Patch Products, Inc.

Street Address: 1400 E Inman Pkwy

City: Beloit

State: Wisconsin Zip: 53511

Phone Number: 608 362-6896

Fax Number: 608 362-8178

Email Address: paulk@patchproducts.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

08/09/2011 AMULLINS 00000005 3399211

Deposit Account Number

Authorized User Name

August 4, 2011

Date

9. Signature:

Paul E. Kritzer
Signature

Paul E Kritzer

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004603 FRAME: 0476

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT AGREEMENT is entered into by and between Patch Products, Inc., a Wisconsin corporation located at 1400 East Inman Parkway, Beloit, WI 53511 ("Patch Products" or "ASSIGNOR"), and Terry Miller Associates, LLC, 15 Mill Street, Newport, RI 02840 ("Terry Miller" or "ASSIGNEE") on the following terms and conditions:

Recitals

WHEREAS, Terry Miller is the inventor of the game for pre-school children called CAN-DO ROO;

WHEREAS, Patch Products is the registrant and holder of the United States Trademark for CAN-DO ROO (U.S. Trademark Registration Number 3399211, registered March 18, 2008)(the "Trademark"), and

WHEREAS, Terry Miller Associates seeks to obtain and own the trademark registration for CAN-DO ROO, and Patch Products is willing to assign and transfer the trademark to Terry Miller Associates on the terms stated below,

THEREFORE, IT IS AGREED:

1. **ASSIGNMENT.** Patch Products, Inc. hereby assigns and transfers all of its interest in the Trademark to Terry Miller, and Terry Miller hereby accepts and receives the Trademark from Patch Products.
2. **CONSIDERATION.** As consideration for this assignment and transfer Terry Miller shall pay to Patch Products the sum of Five Hundred Dollars (\$500.00). Patch Products agrees to be responsible for paying the Assignment Transfer Fee of Forty Dollars (\$40.00) which is required with submission of the Form PTO-1594 ("Recordation Form Cover Sheet / Trademarks Only") to the U.S. Patent and Trademark Office ("PTO").
3. **EFFECTIVE DATE.** The effective date for the Assignment shall be its date of its registration with the PTO.
4. **ASSIGNOR'S WARRANTIES AND REPRESENTATIONS.** Patch Products assigns and transfers the Trademark to Terry Miller without warranty or representation. Patch Products states that it filed the Trademark Application on February 22, 2007, that the Trademark Registration was approved by the PTO on March 18, 2008 and that Patch Products is not aware of any challenge or opposition to this trademark registration. In the event of a challenge to the Trademark subsequent to this assignment, Patch Products will reasonably assist Terry Miller with its legal defense but will not

indemnify or hold harmless Terry Miller under any circumstances in regard to such a challenge to the Trademark.

5. LAW. This Assignment shall be construed according to the requirements of federal law for the assignment of a trademark, 15 United States Code §1060 and 37 Code of Federal Regulations, Part 2, §2.171, and to the laws of the State of Wisconsin.

6. AGREEMENT. This document represents the entire agreement between the parties and may be amended only by the mutual written consent of the parties.

EXECUTED on the dates stated below.

ASSIGNOR: PATCH PRODUCTS, INC.

Signature: Brian Maxwell
Printed Name: Mr. Brian Maxwell
Title: President
Date: February 21, 2011

ASSIGNEE: TERRY MILLER ASSOCIATES, LLC

Signature: Sheri Robinette
Printed Name: SHERI ROBINETTE
Title: PARTNER
Date: Feb 28/11