

**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														
<b>CONVEYING PARTY DATA</b>															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Kid's Creations, LLC</td> <td></td> <td>10/10/2011</td> <td>LIMITED LIABILITY COMPANY: KANSAS</td> </tr> <tr> <td>Kid's Swingsets, LLC</td> <td></td> <td>10/10/2011</td> <td>LIMITED LIABILITY COMPANY: KANSAS</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Kid's Creations, LLC		10/10/2011	LIMITED LIABILITY COMPANY: KANSAS	Kid's Swingsets, LLC		10/10/2011	LIMITED LIABILITY COMPANY: KANSAS		
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<b>CORRESPONDENCE DATA</b>															
<p>Fax Number: (317)237-1000                  Phone: (317) 237-0300                  Email: inteas@bakerd.com, louis.perry@bakerd.com, stacy.webb@bakerd.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Louis T. Perry                  Address Line 1: 300 North Meridian Street                  Address Line 2: Suite 2700                  Address Line 4: Indianapolis, INDIANA 46204</p>															
<b>ATTORNEY DOCKET NUMBER:</b>	BKIDS-T0001E														

**CH \$40.00 2929477**

**900205477**

**TRADEMARK**  
**REEL: 004648 FRAME: 0030**

NAME OF SUBMITTER:	Louis T. Perry
Signature:	/Louis T. Perry/
Date:	10/25/2011
<b>Total Attachments: 4</b> source=Executed Assignment of IP#page1.tif source=Executed Assignment of IP#page2.tif source=Executed Assignment of IP#page3.tif source=Executed Assignment of IP#page4.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Assignment") is entered into as of October 10, 2011, by and between Kid's Creations, LLC, a Kansas limited liability company, and Kid's Swingsets, L.L.C., a Kansas limited liability company (collectively, the "Sellers"), and Backyard Kids, LLC, a Delaware limited liability company (the "Buyer").

### RECITALS

A. The Buyer, the Sellers, the Owners and Gordon F. Harton entered into that certain Asset Purchase Agreement dated as of even date herewith ("Purchase Agreement").

B. Pursuant to the terms and conditions set forth in the Purchase Agreement, the Sellers have agreed to sell the Assets to the Buyer, and the Buyer has agreed to buy the Assets from the Sellers.

C. Terms capitalized in this Assignment but not defined shall have the meanings set forth in the Purchase Agreement.

D. Pursuant to the terms of the Purchase Agreement, the terms of which are incorporated herein, the Buyer and the Sellers now desire to enter into this Assignment, whereby the Sellers shall assign to the Buyer all of the Sellers' right, title and interest in and to (i) any and all common law rights to the trademarks and service marks used by the Sellers in connection with the Business, including but not limited to, those marks set forth in Section 3.13 of the Disclosure Schedule; (ii) U.S. Trademark Registration No. 2,929,477 for the mark KID'S CREATIONS (the foregoing items (i) and (ii) are collectively referred to as the "Trademarks"); and (iii) the Sellers' URL, internet address and domain names set forth in Section 3.13 of the Disclosure Schedule (the "Domain Names").

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and representations as contained in this Agreement and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Sellers do hereby transfer and assign to the Buyer, and the Buyer does hereby assume from the Sellers, all of the Sellers' worldwide right, title and interest to and in the Trademarks and the Domain Names, together with any and all ownership interests, all goodwill, and any rights to sue, at the sole cost and expense of the Buyer, for all past, present and future damages relating to the Trademarks and the Domain Names. The Sellers shall not retain license or right to use the Trademarks and/or the Domain Names.

2. Any representations of the Sellers in the Purchase Agreement with respect to the Trademarks and/or the Domain Names are incorporated herein. From time to time, as and when requested by the Buyer, the Sellers shall execute and deliver, or cause to be executed and

delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes set forth herein.

3. The Sellers hereby represent and warrant that they have full right to convey the entire right, title and interest in the Trademarks and the Domain Names herein assigned.

4. The Buyer shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the date of this Assignment and associated with the right, title and interest to the Trademarks and the Domain Names, except as may be specifically provided in the Purchase Agreement. Such responsibility for recording and protecting the Trademarks including all actions and all costs whatsoever associated with the continuous prosecution in the maintenance and enforcement of the Trademarks shall be the responsibility of the Buyer, and the Sellers shall have no obligation to pay any maintenance or other fee which becomes due, if any, on or after the Closing Date.

5. This Assignment shall be governed by and construed in accordance with the law of the State of Michigan without regard to the conflicts of laws principles thereof. The sole exclusive jurisdiction for any legal action brought by any party against any other party under this Assignment shall be in the appropriate state court of record in Monroe County, Michigan, or in the United States District Court for the Eastern District of Michigan, Southern Division, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

6. This Assignment shall inure to the benefit of and be binding upon the parties hereto, together with their respective successors and assigns. This Assignment may be executed in the original, by facsimile or by any generally accepted electronic means (including transmission of a PDF file containing an executed signature page) in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

*[Remainder of page intentionally left blank;  
Signatures appear on following page]*

*[Signature Page to Assignment of Intellectual Property Rights]*

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by an authorized officer of each of the Sellers and the Buyer as of the date first written above.

**"SELLERS"**

KID'S CREATIONS, LLC

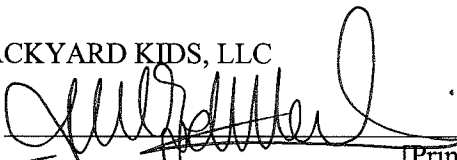
By \_\_\_\_\_ [Printed]  
\_\_\_\_\_ [Title]

KID'S SWINGSETS, L.L.C.

By \_\_\_\_\_ [Printed]  
\_\_\_\_\_ [Title]

**"BUYER"**

BACKYARD KIDS, LLC

By  [Printed]  
Thomas van der Meulen [Title]  
CEO

*[Signature Page to Assignment of Intellectual Property Rights]*

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by an authorized officer of each of the Sellers and the Buyer as of the date first written above.

**"SELLERS"**

KID'S CREATIONS, LLC

By Jeff Snell [Printed]  
Jeff Snell [Title]  
Member

KID'S SWINGSETS, L.L.C.

By Jeff Snell [Printed]  
Jeff Snell [Title]  
Member

**"BUYER"**

BACKYARD KIDS, LLC

By \_\_\_\_\_ [Printed]  
\_\_\_\_\_ [Title]

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