

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imperial Toy, LLC		04/30/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lumination LLC		
Street Address:	16641 Roscoe Place		
City:	North Hills		
State/Country:	CALIFORNIA		
Postal Code:	91343		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85611457	LUMICONS	
Serial Number:	85611458	LUMINATION	
Serial Number:	85611450	LUM LUMS	
Serial Number:	85611452	MUL MULS	
CORRESPONDENCE DATA			
Fax Number:	2136870498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2137872523		
Email:	trademarks@cblh.com		
Correspondent Name:	Victor K. Sapphire, Esq.		
Address Line 1:	333 S Grand Avenue		
Address Line 2:	Suite 2300		
Address Line 4:	los angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	70298-1		

OP \$1115.00 85611457

NAME OF SUBMITTER:	Victor K. Sapphire, Esq.
Signature:	/victorsapphire/
Date:	05/15/2012
Total Attachments: 3 source=Assignment papers for LumLums registrations#page1.tif source=Assignment papers for LumLums registrations#page2.tif source=Assignment papers for LumLums registrations#page3.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Imperial Toy, LLC, a California limited liability company having its principal address at 16641 Roscoe Place, North Hills, California 91343 ("Assignor") is the owner of the trademarks and associated U.S. federal trademark Applications itemized on the attached Exhibit "A" (the "Marks" and the "Applications", respectively), the business associated with the Marks and the goodwill represented by the Marks.

WHEREAS, Lumination LLC, a California limited liability company having its principal address at 16641 Roscoe Place, North Hills, California 91343 ("Assignee"), desires to acquire Assignor's rights, title and interest in and to the Marks and the Applications, the portion of the business to which the Marks pertain and the proportionate goodwill represented thereby.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Marks and the portion of the Assignor's existing and ongoing business to which the Marks pertain, and the Applications and goodwill represented by the Marks, free and clear of all security interests and liens effective as of the date of this Assignment, together with the right to bring and prosecute any claims or causes of action for past infringement of the Marks or the Applications and the sole obligation to defend any third-party attacks on the Marks or the Applications. Additionally, Assignee takes the foregoing portion of the Assignor's business free and clear of any and all debts, liens, claims by or other obligations to third-parties. Assignee acknowledges that Assignor has no continuing responsibility to maintain the Marks and/or Applications on a going forward basis, and Assignee shall solely bear all liability for the costs of defense against claims by and obligations to third-parties, and agrees to defend and hold Assignor harmless against any third-party claims in connection with the Marks.

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The United States Patent and Trademark Office is hereby authorized to deliver to Assignee, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

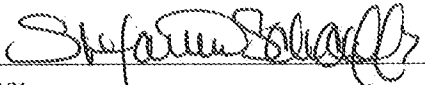
IN WITNESS WHEREOF, this Assignment is effective as of April 30, 2012.

IMPERIAL TOY, LLC

By:

Name:

Title:


Stefanie Schaeffer
General Counsel

LUMINATION LLC

By:

Name:

Title:



Stefanie Schaeffer
General Counsel

Exhibit A

<u>Trademark</u>	<u>Serial No.</u>
LUMICONS	85/611,457
LUMINATION	85/611,458
LUM LUMS	85/611,450
MUL MULS	85/611,452