

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
The Paper Magic Group, Inc.		09/05/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Paper Magic Group, Inc.
Street Address:	54 Glenmaura National Blvd.
City:	Moosic
State/Country:	PENNSYLVANIA
Postal Code:	18507
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3177358	13 TRANSYLVANIA AVENUE
Registration Number:	3159300	CLUB TRANSYLVANIA
Registration Number:	1289695	DON POST STUDIOS
Registration Number:	3811913	FRENCH KISS
Registration Number:	2610540	GLOW 'N FACES
Registration Number:	2613052	GROUND BREAKERS
Serial Number:	85260933	HALLO TWEEN
Registration Number:	2738668	HALLOWEEN FACES
Serial Number:	85534467	HALLOW'S EVE
Registration Number:	2427638	NO SMEAR
Registration Number:	3261509	PEEL N' STICK FX
Registration Number:	3745812	SPOOKY SCENES

CORRESPONDENCE DATA

CH \$315.00 3177358

Fax Number: 9736247070

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 973-622-4444

Email: rsmith@mccarter.com, kknoll@mccarter.com

Correspondent Name: Robert W. Smith, Esq.

Address Line 1: 100 Mulberry Street, Four Gateway Center

Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	18094-00012
NAME OF SUBMITTER:	Robert W. Smith
Signature:	/Robert W. Smith/
Date:	09/14/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 5 day of September, 2012 by The Paper Magic Group, Inc., a Delaware corporation ("Assignor") in favor of Paper Magic Group, Inc., a Pennsylvania corporation ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Trademarks");

AND WHEREAS, Assignor has agreed to assign and does hereby assign to the Assignee all right, title, and interest, in and to, the Trademarks, including all goodwill associated with the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of all of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has assigned and transferred and does hereby assign and transfer to Assignee, all right, title and interest in and to the Trademarks, including all goodwill associated with the Trademarks, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
2. Assignor further assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of the Trademarks, with the right to sue and collect the same.
3. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.
4. Assignor agrees that it will, upon request, and without further consideration, reasonably cooperate with Assignee to do such things and execute such further documents as may be necessary or desirable to record this assignment and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.
5. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof. Assignee will pay Assignor's reasonable costs and expenses incurred thereby.

SCHEDULE A

US Trademarks

Trademark	Serial No/Registration No.
13 TRANSYLVANIA AVENUE	3,177,358
CLUB TRANSYLVANIA	3,159,300
DON POST STUDIOS	1,289,695
FRENCH KISS	3,811,913
GLOW 'N FACES	2,610,540
GROUND BREAKERS	2,613,052
HALLO TWEEN	85/260,933
HALLOWEEN FACES	2,738,668
HALLOW'S EVE	85/534,467
NO SMEAR	2,427,638
PEEL N' STICK FX	3,261,509
SPOOKY SCENES	3,745,812

Canadian Trademarks

Trademark	Serial No/Registration No.
13 TRANSYLVANIA AVENUE	TMA661889
ALTERED EGO	TMA626508
ILLUSIVE CONCEPTS	TMA540784
ILLUSIVE CONCEPTS & Design	TMA543796

Japanese Trademarks

Trademark	Serial No/Registration No.
ILLUSIVE CONCEPTS	4838884
ILLUSIVE CONCEPTS & Design	4838885