

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Camp North Star for Boys, Inc.		12/23/2011	CORPORATION: WISCONSIN
Robert Leppy		12/23/2011	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
Name:	North Star Camp for Boys, Inc.		
Street Address:	10970 West Boys Camp Road		
City:	Hayward		
State/Country:	WISCONSIN		
Postal Code:	54843		
Entity Type:	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3939436	NORTH STAR CAMP FOR BOYS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2129079681		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-907-9602		
Email:	mgrandis@ingramllp.com		
Correspondent Name:	Michael Grandis, Esq.		
Address Line 1:	250 Park Avenue		
Address Line 4:	New York, NEW YORK 10177		
NAME OF SUBMITTER:	Michael Grandis		
Signature:	/Michael Grandis/		
Date:	12/05/2012		
Total Attachments: 3 source=North Star Trademark Assignment#page1.tif source=North Star Trademark Assignment#page2.tif source=North Star Trademark Assignment#page3.tif			

OP \$40.00 3939436

Exhibit D

Trademark Assignment

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and given as of the 23rd day of December, 2011 pursuant to the Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), by and among NORTH STAR CAMP FOR BOYS, INC., a Wisconsin corporation (the "Assignee"); and CAMP NORTH STAR FOR BOYS, INC., a Wisconsin corporation (the "Assignor") and ROBERT LEBBY. Except as otherwise expressly provided herein, all capitalized terms defined in the Purchase Agreement and used in this Trademark Assignment without further definition have the meanings set forth in the Purchase Agreement.

WITNESSETH

WHEREAS, pursuant to the Purchase Agreement, Assignee has purchased Assignor's Trademarks (as such term is defined in the Purchase Agreement and as set forth on Schedule 4.8 to the Purchase Agreement); and

WHEREAS, Assignee and Assignor desire to enter into this Trademark Assignment to effect the transfer of the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest, if any, in and to the Trademarks and the goodwill of the business symbolized by the Trademarks, if any, all common law rights with respect thereto, if any, all registration applications and registrations thereof in the United States Patent and Trademark Office or in any office or agency of any State thereof or any foreign country, if any, all rights therein provided by international treaties or conventions, all extensions and renewals of any of the foregoing, if any, and all rights to police, monitor and enforce the Trademarks against any and all past infringements, and to sue for and recover damages and profits for past infringements thereof, together with any and all further privileges to establish use, ownership, and/or registration thereof.

2. Assignor shall, upon Assignee's reasonable request, execute all such documents and provide all such assistance as may be reasonably necessary to ensure that Assignee obtains the full benefit of the assignment set forth herein or to perfect Assignee's title to the Trademarks, subject to the payment by Assignee of Assignor's reasonable costs in relation to any such assistance. Notwithstanding the foregoing, Assignor shall have no liability and makes no warranty herein with respect of such Assignment except as specifically provided in this Trademark Assignment and the Purchase Agreement.

3. Assignor represents and warrants that Assignor (i) has not granted any third party any rights in or to the Trademarks or any other rights assigned hereunder (other than as provided in that certain Exclusive Servicemark Assignment and License Agreement (the "Settlement Agreement"), dated April 2011, by and between Assignor and Camp Northstar, a New Jersey limited liability company), and (ii) has not entered into any agreement with any third party in conflict with the terms of this Trademark Assignment or the Purchase Agreement.

4. Assignee acknowledges that Assignor has entered into the Settlement Agreement which governs the use of the Trademarks, and that nothing in this Assignment to the contrary shall be construed as granting to Assignee any rights in the Trademarks in conflict with the Settlement Agreement.

5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which counterparts taken together shall constitute one and the same agreement.

7. This Assignment shall be governed in accordance with the laws of the State of Wisconsin.

[Signature page to follow]

[Signature page -- Trademark Assignment]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment  
as of the day and year first above written.

NORTH STAR CAMP FOR BOYS, INC.

By: 

Name: Andrew R. Shlenky  
Title: President

CAMP NORTH STAR FOR BOYS, INC.

By: 

Name: Robert Lebby  
Title: President

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