

## 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
BKD Acquisition, Inc.		11/21/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Tech 4 Kids, Inc.		
Street Address:	1200 AEROWOOD DRIVE		
Internal Address:	UNIT 28		
City:	MISSISSAUGA		
State/Country:	ONTARIO		
Postal Code:	L4W2S7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4235960	SPLAT	
CORRESPONDENCE DATA			
Fax Number:	8474919801		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	847-491-9800		
Email:	chris@trademarksearch.com		
Correspondent Name:	Christopher J. Bischoff		
Address Line 1:	1650 Payne St.		
Address Line 4:	Evanston, ILLINOIS 60201		
DOMESTIC REPRESENTATIVE			
Name:	Christopher J. Bischoff		
Address Line 1:	1650 Payne St.		
Address Line 4:	Evanston, ILLINOIS 60201		

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NAME OF SUBMITTER:	Christopher J. Bischoff
Signature:	/Christopher J. Bischoff/
Date:	01/03/2013
<b>Total Attachments: 2</b> source=11-22-12 Tech4Kids Signed Trademark Transfer - Assignment USPTO#page1.tif source=11-22-12 Tech4Kids Signed Trademark Transfer - Assignment USPTO#page2.tif	

**SPLAT  
TRADEMARK TRANSFER / ASSIGNMENT**

This Transfer / Assignment Document ("**Assignment**"), dated and effective as of November 21, 2012 is entered between BKD Acquisition, Inc. ("**BKD**" or "**Assignor**"); and Tech 4 Kids, Inc. ("**T4K**" or "**Assignee**"). For valuable consideration the receipt and sufficiency of which Assignor and Assignee specifically acknowledge, outlined in more detail in attached **Exhibit A**, Assignor and Assignee agree as follows:

Assignor owns trademark rights in the mark SPLAT including a United States Trademark Registration for SPLAT (Registration No. 4,235,960) (the "**Trademark**") relating to toys marketed and sold under the SPLAT Trademark. Assignor may also own other SPLAT related intellectual property, intellectual property rights relating to the Trademark including but not limited to SPLAT domain names/registrations. The Trademark and any SPLAT domain names/registrations if any are referred to collectively herein as the "**Trademark**."

Assignor hereby represents and warrants: (a) it has not previously assigned or transferred any intellectual property rights it may have relating to the Trademark; (b) it is transferring all intellectual property rights it may have in and to the Trademark, including, without limitation, the Trademark and all Splat domain names registrations if any to Assignee; and (c) it has not registered or sought to register, directly or indirectly, the name "**SPLAT**" elsewhere in the world; (d) the Trademark is currently in use and has not been abandoned nor has its validity been challenged.

Assignor expressly disclaims: (a) any representation or warranty as to the validity of the Trademark, (b) that the Trademark has not and/or will not infringe any third party intellectual property rights, including patent, trademark, service mark, trade name, trade dress or other intellectual property right or proprietary right; and

Assignee wishes to acquire the Trademark including all of the goodwill of the business with which the Trademark is used, including any and all causes of action or claims, and the right to pursue said causes of action and claims that relate to infringement, misuse or unauthorized use of the Trademark.

1. **Grant of Rights.** Assignor grants, conveys, transfers, alienates, sells and assigns to Assignee, any and all Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Trademark, together with entire goodwill of the business symbolized thereby, including but not limited to (i) the right to record or register the assignments made under this Assignment; (ii) the right to enforce, sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iii) rights to print, publish, display, rent, lend, lease, and license the Trademark, in all media (now or subsequently existing) and languages (human or computer). Assignee hereby accepts this assignment.

2. **Contingent on Execution of Royalty Free License.** This Trademark Assignment Agreement is contingent upon Assignor and Assignee entering into a separate written trademark license agreement whereby Assignee grants to Assignor a non-exclusive, royalty-free license to use the SPLAT trademark on and in connection with "bath toys." The term of the trademark license shall be eighteen (18) months and shall contain such standard terms and conditions typically found in similar trademark license agreements. The parties shall use best efforts to enter into and consummate such license, but should the parties fail to agree upon the final terms of the trademark license agreement within thirty (30) days after execution of this Trademark Assignment Agreement, this Trademark Assignment Agreement shall be deemed void.

3. **No Retained Rights.** The parties specifically agree that Assignor is not retaining any ownership, or other right, title or interest whatsoever in the Trademark, and upon execution, this Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) whether currently existing or arising or recognized in the future to Assignee.

4. **Binding Effect.** This shall be binding upon and inure to the benefit of Assignee and Assignor as well as their respective successors. The terms of this Assignment shall govern if there is any conflict between

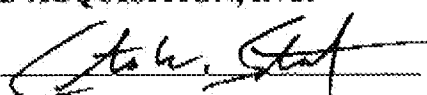

this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.

5. **Attorney Fees.** Assignor will be obligated to reimburse Assignee for attorney fees outlined in more detail in attached Exhibit A.

6. **Mutual Cooperation.** Assignor and Assignee shall cooperate fully with one another in carrying out the intent, purpose and terms of this Assignment, including providing information and executing documents provided by Assignor to assist Assignee in its efforts to protect, register, perfect, use and otherwise enforce or commercialize the rights assigned.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the execution date at such time as all the signatories hereto have signed a counterpart of this agreement. The full force and effect of this agreement will be honored by the exchange of signed facsimiles or scanned and signed copies of the agreement as if it were an original signed copy of the agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the Closing.

<b>ASSIGNOR:</b>  <b>BKD ACQUISITION, INC.</b> By:  Title: <u>CEO</u>	<b>ASSIGNEE:</b>  <b>TECH 4 KIDS, INC.</b> By:  Title: <u>President/CEO</u>
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