

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
VONCO PRODUCTS, INC.		12/31/2012	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	VONCO ACQUISITION, LLC
Street Address:	201 Park Ave.
City:	Lake Villa
State/Country:	ILLINOIS
Postal Code:	60046
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1845761	VONFLATE
Registration Number:	1577836	VONSEAL
Registration Number:	1275000	VON-LOC
Registration Number:	1045666	ADD-A-KITE
Registration Number:	1046399	TYPOL
Registration Number:	2266558	CRAYONABLE
Registration Number:	2338736	THUNDERSTIX
Registration Number:	1638431	ZIPTAPE
Registration Number:	3042942	STIX
Registration Number:	3007753	CHEER
Registration Number:	3016074	WAVE
Registration Number:	2949745	SLAPSHOT
Registration Number:	2919851	SPIRIT
Registration Number:	3340772	FUNSTIX

CH \$440.00 1845761

Registration Number:	1026883	ADVENTURER
Registration Number:	4096569	SPIRITHAIR
Registration Number:	4096570	RALLYHAWK

CORRESPONDENCE DATA

Fax Number: 4142988097
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4142988185
 Email: tmadmin@reinhardtllaw.com
 Correspondent Name: Daniel E. Kattman
 Address Line 1: 1000 North Water Street
 Address Line 2: Suite 1800
 Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	VONCO ASSIGNMENT
NAME OF SUBMITTER:	Daniel E. Kattman
Signature:	/Daniel E. Kattman/
Date:	01/09/2013

Total Attachments: 6
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of December 31, 2012 (the "Effective Date"), from VONCO PRODUCTS, INC., an Illinois corporation ("Assignor"), to VONCO ACQUISITION, LLC, an Illinois limited liability company ("Assignee").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated December 21, 2012 (the "Asset Purchase Agreement") by and among Assignor, Assignee and certain shareholders of Assignor, Assignee has agreed to purchase certain assets of Assignor, including the Assigned Trademarks (as defined below), including at least those listed in the attached Appendix A.

B. Assignor is owner of the Assigned Trademarks, including at least those listed in Appendix A.

C. Assignor and Assignee each desires, by execution of this Assignment, to confirm the assignment of all rights, title, and interest in and to the Assigned Trademarks to Assignee.

AGREEMENT

For valuable consideration, including that recited in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademarks as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademark registrations and/or applications listed in Appendix A, and each and every mark for which Assignor has acquired common law rights by use in commerce, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including but not limited to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to any and all causes of action, either in law or in equity, and the right to sue for, counterclaim for and recover for any and all past infringement, present infringement and future infringement of any and all rights assigned or to be assigned by this Assignment as related to any one or more of the Assigned Trademarks, and/or any other trademark and/or service mark rights in the United States and/or countries foreign thereto, and the right to sue for, counterclaim for and recover for any and all past, present and future infringement thereof.

2. Assignment of the Assigned Trademarks. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee all of Assignor's rights, title and interest in and to the Assigned Trademarks, including any and all good will associated with the Assigned Trademarks and the right to all renewals and extensions, and including all rights of action, powers and benefits accrued thereto, including but not limited to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to any and all causes of action, either in law or in equity, and the right to sue for, counterclaim for and recover for any and all past infringement, present

infringement and future infringement of any and all rights assigned or to be assigned by this Assignment as related to any one or more of the Assigned Trademarks, and/or any other trademark and/or service mark rights in the United States and/or countries foreign thereto, and the right to sue for, counterclaim for and recover for any and all past, present and future infringement thereof.

3. Further Assurances. (a) Assignor further agrees to take all reasonable and necessary steps to implement the provisions of the Assignment; and (b) Assignor represents that it has taken all necessary steps to establish, update title, and release all outstanding security interests in the Assigned Trademarks, including necessary recordation of all documents, and Assignor shall assist Assignee to effectuate any documents necessary to perfect title of the Assigned Trademarks in Assignee. Assignor grants Assignor's entire rights, title and interest through this Assignment of the Assigned Trademarks free and clear of any and all security interests, liens, encumbrances, claims or interests of any kind or nature.

4. Incorporation of Representations, Covenants and Warranties. Notwithstanding anything in this Assignment to the contrary, the representations, covenants and warranties, including the limitations set forth therein, of Assignor contained in the Asset Purchase Agreement are incorporated herein by reference. If there is any conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail. The parties agree to indemnify and hold harmless one another for violations of this Assignment but only to the extent as provided in the Asset Purchase Agreement.

5. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (*i.e.*, PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

[Signature page follows.]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

VONCO PRODUCTS, INC., an Illinois corporation
201 Park Ave.
Lake Villa, IL 60046

By: 

Name: L. Lawrence Loske

Title: President

ASSIGNEE:

VONCO ACQUISITION, LLC, an Illinois limited
liability company
201 Park Ave.
Lake Villa, IL 60046

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

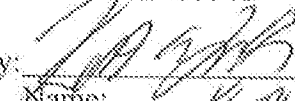
ASSIGNOR:

VONCO PRODUCTS, INC., an Illinois corporation
201 Park Ave.
Lake Villa, IL 60046

By: _____
Name: _____
Title: _____

ASSIGNEE:

VONCO ACQUISITION, LLC, an Illinois limited
liability company
201 Park Ave.
Lake Villa, IL 60046

By:  _____
Name: *KEITH E. SMITH*
Title: *MANAGER*

APPENDIX A

Assigned Trademark Registrations/Applications

Mark	Country	Reg. / Appln. No.	Filing Date	Reg. Date
VONFLATE (block letter form)	UNITED STATES	1,845,761	21-Sep-93	19-Jul-94
VONSEAL (block letter form)	UNITED STATES	1,577,836	17-Apr-89	16-Jan-90
VON-LOC (block letter form)	UNITED STATES	1,275,000	14-Feb-83	24-Apr-84
ADD-A-KITE (block letter form)	UNITED STATES	1,045,666	05-Sep-75	03-Aug-76
TYPOL (block letter form)	UNITED STATES	1,046,399	19-Jun-74	17-Aug-76
CRAYONABLE (block letter form)	UNITED STATES	2,266,558	30-Jan-98	03-Aug-99
THUNDERSTIX (block letter form)	UNITED STATES	2,338,736	02-Jul-99	04-Apr-00
THUNDERSTIX (block letter form)	ARGENTINA	1,990,482	21-Jan-03	
THUNDERSTIX (block letter form)	AUSTRALIA	938727	23-Dec-02	20-Oct-03
THUNDERSTIX (block letter form)	BRAZIL	825391890	27-Mar-03	22-May-07
THUNDERSTIX (block letter form)	CANADA	616072	02-Jun-03	29-Jul-04
THUNDERSTIX (block letter form)	CHINA	3441213	20-Jan-03	21-Nov-04
THUNDERSTIX (block letter form)	COSTA RICA	146,349	17-Oct-03	30-Mar-04
THUNDERSTIX (block letter form)	DOMINICAN REPUBLIC	138,585	10-Jan-03	30-Oct-03
THUNDERSTIX (block letter form)	EUROPEAN UNION (CTM)	003028883	24-Jan-03	07-Jun-04
THUNDERSTIX (block letter form)	JAPAN	4,694,915	26-Dec-02	25-Jul-03
THUNDERSTIX (block letter form)	MEXICO	858076	07-Jan-03	29-Oct-04
THUNDERSTIX (block letter form)	NEW ZEALAND	EXPIRED 671161	23-Dec-02	26-Jun-03
THUNDERSTIX (block letter form)	PUERTO RICO	59,873	26-Jun-03	14-Jun-05
THUNDERSTIX (block letter form)	VENEZUELA	19383-2002	27-Dec-02	30-Jul-04
THUNDERSTIX (block letter form)	SOUTH AFRICA	2002/20350	24-Dec-02	24-Dec-02
ZIPTAPE (block letter form)	UNITED STATES	1,638,431	09-Mar-90	19-Mar-91
STIX (block letter form)	UNITED STATES	3,042,942	15-Oct-02	10-Jan-06
CHEER (block letter form)	UNITED STATES	3,007,753	15-Oct-02	18-Oct-05
THUNDER (block letter form)	UNITED STATES	Abandoned	22-Oct-02	
RALLY (block letter form)	UNITED STATES	Abandoned	22-Oct-02	

WAVE (block letter form)	UNITED STATES	3,016,074	22-Oct-02	15-Nov-05
SLAPSHOT (block letter form)	UNITED STATES	2,949,745	22-Oct-02	10-May-05
SPIRIT (block letter form)	UNITED STATES	2,919,651	05-Jan-03	18-Jan-05
FUNSTIX (block letter form)	UNITED STATES	3,340,772	05-Jan-03	20-Nov-07
ADVENTURER (block letter form)	UNITED STATES	1,026,883	17-Apr-75	09-Dec-75
RALLYSTIX (block letter form) No per client	UNITED STATES	Abandoned	05-Oct-04	
SPIRITHAIR (block letter form)	UNITED STATES	4,096,569	09-Oct-09	07-Feb-12
RALLYHAWK (block letter form)	UNITED STATES	4,096,570	09-Oct-09	07-Feb-12