

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
David Abrams		05/31/2013	TRUSTEE: ILLINOIS

RECEIVING PARTY DATA

Name:	Leap Forward, LLC
Street Address:	75 Albrecht Drive
City:	Lake Bluff
State/Country:	ILLINOIS
Postal Code:	60044
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85846012	STAY-PUT
Serial Number:	85288189	CHILDREN ON THE GO
Serial Number:	85330146	STAY-PUT
Registration Number:	4324055	FRESH N FREEZE
Registration Number:	4183176	BOUNCE-A-ROUND
Registration Number:	4211358	MY GEO GYM
Registration Number:	4164780	STAY-PUT
Registration Number:	4173093	
Registration Number:	4053241	
Registration Number:	4049409	SUN SMARTIES
Registration Number:	3309203	JUICE PAL
Registration Number:	3514154	SUN SMARTIES
Registration Number:	3823495	COZY CUB
Registration Number:	3944509	COZY CUB

CH \$415.00 85846012

Registration Number:	1802457	ONE STEP AHEAD
Registration Number:	2943398	LEAPS & BOUNDS

CORRESPONDENCE DATA

Fax Number: 6082832275

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

Email: lmkonkel@michaelbest.com

Correspondent Name: Michael Best & Friedrich LLP

Address Line 1: One South Pinckney Street

Address Line 2: Suite 700

Address Line 4: Madison, WISCONSIN 53701

ATTORNEY DOCKET NUMBER:	088020-0023
NAME OF SUBMITTER:	Laura M. Konkel
Signature:	/Laura M. Konkel/
Date:	06/05/2013

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of May 31, 2013, is made by David Abrams, not individually, but solely as Assignee ("**Seller**") for the Benefit of Creditors of Chelsea & Scott, Ltd. (the "**Company**"), in favor of Leap Forward, LLC, a Wisconsin limited liability company ("**Buyer**"), the assignee under that certain Assignment and Assumption of Asset Purchase Agreement, dated May 30, 2013, of all the rights, interests, and obligations of Colony Brands, Inc., a Wisconsin corporation ("**Colony**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, by and between Seller and Colony, dated as of May 29, 2013 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. **Assignment**. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned IP**"):

(a) the trademark registrations and applications set forth in **Exhibit A** hereto (the "**Trademarks**"), together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof and all common law rights in the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto, including, but without. Seller shall further obtain any signatures required from the Company to ensure that the Assigned IP is property assigned to Buyer.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER



DAVID ABRAMS, not individually
but solely as assignee for the benefit
of creditors of Chelsea & Scott, Ltd.;

AGREED TO AND ACCEPTED:

LEAP FORWARD, LLC

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER

DAVID ABRAMS, not individually
but solely as assignee for the benefit
of creditors of Chelsea & Scott, Ltd.:

AGREED TO AND ACCEPTED:

LEAP FORWARD, LLC

By: _____

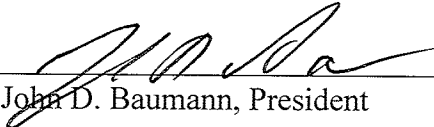

John D. Baumann, President

Exhibit A

Trademarks

See attached.

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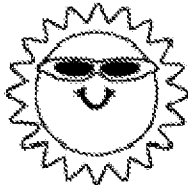
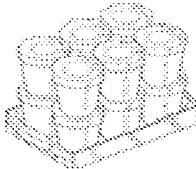

Exhibit A

TRADEMARK
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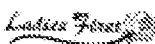
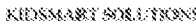
CHELSEA & SCOTT, LTD TRADEMARKS

TM Record	TM/SN/RN/Disclaimer	Status /Status Date / Filing Date	Full Goods/Services	Owner
US Federal Q1 f-1	STAY-PUT SN:85-846012	Pending - Initialized February 15, 2013 February 11, 2013	(Int'l Class: 11) Bumper guards for bathtubs	Chelsea & Scott, LTD (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal Q1 f-2	STAY-PUT SN:85-330146	Published April 9, 2013 May 25, 2011	(Int'l Class: 20) Inflatable bolsters for home use	Chelsea & Scott, LTD (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal Q1 f-3	CHILDREN ON THE GO SN:85-288189 Disclaimer: "CHILDREN"	Published April 16, 2013 April 6, 2011	(Int'l Class: 10) Bottle holders for holding babies' bottles, namely, holders for holding babies' bottles in the nature of rigid braces for clamping to babies' seats during feeding; bottle holders for holding babies' bottles, namely, holders for holding babies' bottles during feeding in the nature of flexible braces for wearing around the neck of the person holding a feeding baby; cups adapted for feeding babies and children; feeding bottles; neonatal products, namely, enteral safety system comprising oral dispensers, oral extension tubes and enteral feeding tubes, oral syringes and containers for breast milk or formula sold as a unit; baby bottle nipples; baby bottles; disposable baby bottle liners; fitted baby bottle covers and sleeves made from textiles and/or woven fabric; nipples for baby bottles; pacifier clips; pacifier cloth for attachment to infant pacifiers; pacifiers for babies; baby bottles; breast milk storage bottles; feeding bottles; nursing bottles (Int'l Class: 11) Baby bottle sterilizers; electric heaters for babies' bottles (Int'l Class: 12) Children's car seats; covers for children's car seats; baby strollers; strollers; canopies for baby strollers; covers for baby strollers; umbrellas to be affixed to baby stroller (Int'l Class: 16) Disposable diapers; disposable pads for diaper changing; plastic bags for disposable diapers; plastic	Chelsea & Scott, LTD (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044

TM Record	TM/SN/RN/Disclaimer	Status /Status Date / Filing Date	Full Goods/Services	Owner
			<p>bags in the shape of tubes for the storage and disposal of waste, including sanitary waste such as diapers and nappies, feminine hygiene products and incontinence products; plastic disposable diaper bags; disposable wipes not impregnated with chemicals or compounds</p> <p>(Int'l Class: 18) Diaper bags; baby backpacks; baby carriers worn on the body; diaper bags; duffel bags for travel; garment bags for travel; shoe bags for travel; travel baggage; travel bags; travel cases; baby backpacks; backpacks; schoolchildren's backpacks; small backpacks</p> <p>(Int'l Class: 19) Non-metal gates; non-metal gates and fences</p> <p>(Int'l Class: 22) Waterproof bags, namely, wet bags for temporary storage of wet and/or soiled cloth diapers; multi-strand lanyard used to attach a child's toys, bottles, books, sippy cup and other similar items to a stroller, car seat, high chair, store cart or other similar apparatus; tethers in the nature of straps that are secured with suction cups to an object for holding children's utensils and toys; cloth bags for stacking and storing diapers and blankets; waterproof bags, namely, wet bags for temporary storage of wet and/or soiled cloth diapers; bath toy organizers in the nature of net bags secured by suction cups; bath toy organizers in the nature of net bags secured by suction cups; fabric and polyester mesh net used for storing toys and other household items; multi-strand lanyard used to attach a child's toys, bottles, books, sippy cup and other similar items to a stroller, car seat, high chair, store cart or other similar apparatus; portable toy storage bag</p> <p>(Int'l Class: 24) Baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, and diaper changing pad covers not of paper; diaper changing pads not of paper; fabric diaper stackers; pillow cases; baby blankets; bed blankets; children's blankets; receiving blankets; travelling blankets; bed covers; bed linen; bed pads; bed sheets; fitted bed sheets</p>	

TM Record	TM/SN/RN/Disclaimer	Status /Status Date / Filing Date	Full Goods/Services	Owner
US Federal Q1 f-4	 SN:85-328041 RN:4,053,241	Registered November 8, 2011 May 23, 2011	(Int'l Class: 12) Umbrellas to be affixed to baby stroller (Int'l Class: 18) Beach bags; beach umbrellas; parasols; umbrellas for children (Int'l Class: 22) Fabric cabanas; tents (Int'l Class: 25) Cloth diapers; footwear; hats; one-piece garments for children; rompers; shirts; shorts; socks; swimsuits; t-shirts; tank-tops	Chelsea & Scott, LTD (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal Q1 f-5	 SN:85-102499 RN:4,173,093 Disclaimer: THE OVERALL CIRCULAR SHAPE OF THE CONTAINERS AND THE OVERALL RECTANGULAR SHAPE OF THE TRAY	Registered Supplemental Register August 7, 2010	(Int'l Class: 21) Containers for household or kitchen use; household containers for foods; plastic storage containers for household or domestic use	Chelsea & Scott, LTD (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal Q1 f-6	SUN SMARTIES and Design  SN:85-328045 RN:4,049,409	Registered November 1, 2011 May 23, 2011	(Int'l Class: 9) Sunglasses (Int'l Class: 12) Umbrellas to be affixed to baby stroller (Int'l Class: 18) Beach bags (Int'l Class: 24) Beach towels; children's towels; towels	Chelsea & Scott, LTD (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal Q1 f-7	SUN SMARTIES SN:78-766769 RN:3,514,154	Registered October 7, 2008 December 5, 2005	(Int'l Class: 12) Umbrellas to be affixed to baby stroller (Int'l Class: 18) Beach umbrellas; parasols; umbrellas for children (Int'l Class: 22) Fabric cabanas	Chelsea & Scott, LTD. (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal Q1 f-8	STAY-PUT SN:85-976265 RN:4,164,780	Registered June 26, 2012 May 25, 2011	(Int'l Class: 25) Hats; shoes	Chelsea & Scott, LTD (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044

TM Record	TM/SN/RN/Disclaimer	Status /Status Date / Filing Date	Full Goods/Services	Owner
US Federal Q1 f-9	ONE STEP AHEAD SN:74-366156 RN:1,802,457	Renewed November 2, 2003 March 8, 1993	(Int'l Class: 42) Mail order and telephone order catalog services in the fields of infant and juvenile clothing, toys, furniture and accessories	Chelsea & Scott, LTD. (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal Q1 f-10	MY GEO GYM SN:85-380744 RN:4,211,358 Disclaimer: "GYM"	Registered September 18, 2012 July 26, 2011	(Int'l Class: 28) Inflatable toys; toy building blocks	Chelsea & Scott, LTD (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal Q1 f-11	LEAPS & BOUNDS SN:76-550971 RN:2,943,398	Registered 8 & 15 May 12, 2011 September 22, 2003	(Int'l Class: 35) Online retail store services and mail and telephone order catalog services featuring children's apparel, toys, sporting goods, furniture, accessories and educational materials, books, craft supplies, play equipment and musical instruments, health and hygiene goods, safety goods, parenting aides and travel accessories	Chelsea & Scott, LTD. (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal Q1 f-12	JUICE PAL SN:78-762726 RN:3,309,203 Disclaimer: "JUICE"	Registered October 9, 2007 November 29, 2005	(Int'l Class: 21) Plastic juice box holder	Chelsea & Scott, LTD. (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal Q1 f-13	FRESH N FREEZE SN:85-716676 RN:4,324,055	Registered April 23, 2013 August 30, 2012	(Int'l Class: 21) Containers for household or kitchen use; household containers for foods; plastic storage containers for household or domestic use	Chelsea & Scott, LTD. (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal Q1 f-14	COZY CUB SN:77-175253 RN:3,823,495	Registered July 27, 2010 May 8, 2007	(Int'l Class: 25) Jackets; rainproof jackets; ski jackets; waterproof jackets and pants; wind resistant jackets; coats; rain coats; snow pants; snow suits; winter boots; hats; small hats; toboggan hats, pants and caps; gloves; mittens; boots; infants' shoes and boots; rain boots; shoes; slippers; thermal underwear; pajamas; infant and toddler one piece clothing; infant sleepers; one piece garment for infants and toddlers; baby bunting; bib overalls; all of the foregoing not related to sports or a sports team	Chelsea & Scott, LTD (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal	COZY CUB	Registered April 12, 2011	(Int'l Class: 24) Bed linen; bed blankets; blanket throws; children's blankets;	Chelsea & Scott, LTD

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Q1 f-15	SN:77-175251 RN:3,944,509	May 8, 2007	receiving blankets; pillow cases; pillow covers; pillow shams; pillowcases; all of the foregoing not related to sports or a sports team	(Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal Q1 f-16	BOUNCE-A-ROUND SN:85-491979 RN:4,183,176	Registered July 31, 2012 December 9, 2011	(Int'l Class: 28) Amusement devices, namely, bounce houses in the nature of an air inflated cushion in an air inflated structure; inflatable toys	Chelsea & Scott, LTD (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal Q1 f-17	TYKES ALIKE SN:75-869308 RN:2,398,062	Cancelled - Sec. 8 July 28, 2007 December 13, 1999	(Int'l Class: 16) Catalogs published periodically featuring merchandise designed specifically for families with multiple babies	Chelsea & Scott, LTD. (Illinois Corp.) 75 Albrecht Lake Bluff, Illinois 60044
US Federal Q1 f-18	STRAP-A-LAP SN:78-199901 RN:2,872,747	Cancelled - Sec. 8 March 11, 2011 January 3, 2003	(Int'l Class: 20) Child booster seat	Chelsea & Scott, LTD. (Illinois Corp.) 75 Albrecht Lake Bluff, Illinois 60044
US Federal Q1 f-19	LADIES FIRST and Design  SN:74-466602 RN:1,916,965	Cancelled - Sec. 8 July 20, 2002 December 2, 1993	(Int'l Class: 42) Mail order catalog services featuring bladder control protection products	Chelsea & Scott, LTD. (Illinois Corp.) 950 North Shore Drive Lake Bluff, Illinois 60044
US Federal Q1 f-20	LADIES FIRST SN:74-466622 RN:1,913,915	Cancelled - Sec. 8 July 20, 2002 December 2, 1993	(Int'l Class: 42) Mail order catalog services featuring bladder control protection products	Chelsea & Scott, LTD. (Illinois Corp.) 950 North Shore Drive Lake Bluff, Illinois 60044
US Federal Q1 f-21	LEAPS & BOUNDS SN:75-519525	Abandoned - Failure to Respond July 6, 2001 July 15, 1998	(Int'l Class: 35) Mail order catalog services featuring children's toys, clothing, sporting goods, art supplies, craft supplies, books, school reading guides and parenting guides	Chelsea & Scott, LTD (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044
US Federal Q1 f-22	KIDSMART SOLUTIONS 	Abandoned - Failure to Respond June 15, 2011 December 17, 2009	(Int'l Class: 25) Infant and children clothing, toys, accessories, and gear	Chelsea & Scott, LTD. (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044

TM Record	TM/SN/RN/Disclaimer	Status /Status Date / Filing Date	Full Goods/Services	Owner
	SN:77-895393			
US Federal Q1 f-23	FRESH N FREEZE FRESH N FREEZE SN:85-068187	Abandoned - Failure to Respond November 10, 2011 June 22, 2010	(Int'l Class: 21) Containers for household or kitchen use; household containers for foods; plastic storage containers for household or domestic use	Chelsea & Scott, LTD (Illinois Corp.) 75 Albrecht Drive Lake Bluff, Illinois 60044