

900235166 10/04/2012

TRADEMARK ASSIGNMENT
06/26/2013

Electronic Version v1.1
Stylesheet Version v1.1



103659726

10-4-12

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alexander Doll Company, Inc.		06/19/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	KLL Dolls, LLC
Street Address:	112 West 34th Street, Suite 600
City:	New York
State/Country:	NEW YORK
Postal Code:	10120
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3077850	MADAME ALEXANDER CREATE-A-DOLL

CORRESPONDENCE DATA

Fax Number: 6172359493
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 617.951.7000
 Email: trademarks@ropesgray.com
 Correspondent Name: Emilia F. Cannella, Ropes & Gray LLP
 Address Line 1: 800 Boylston Street
 Address Line 2: Prudential Tower
 Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	108272-0009 102602
NAME OF SUBMITTER:	Emilia F. Cannella
Signature:	/Emilia F. Cannella/

~~900235166~~

CH \$40.00 3077850

Date:

10/04/2012

Total Attachments: 5

source=20120619_102602_Assignment#page1.tif

source=20120619_102602_Assignment#page2.tif

source=20120619_102602_Assignment#page3.tif

source=20120619_102602_Assignment#page4.tif

source=20120619_102602_Assignment#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of June 19, 2012 (the "Closing Date"), by and among:

(A) ALEXANDER DOLL COMPANY, INC., a company incorporated under the laws of the State of Delaware (the "Assignor"), with an office at 615 West 131st Street, New York, New York 10027; and

(B) KLL DOLLS, LLC, a limited liability company incorporated under the laws of the State of Delaware (the "Assignee"), with an office at 112 West 34th Street, Suite 600, New York, New York 10120.

Capitalized terms which are used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of June 19, 2012, and made between Alexander Doll Company, Inc., and KLL Dolls, LLC (the "Asset Purchase Agreement").

RECITALS

WHEREAS, the Assignor has adopted and used and is using in commerce the mark set forth in the attached Schedule A (the "Mark");

WHEREAS, the Assignor is the sole and exclusive owner of all rights, title and interests, in and to the Mark, and related goodwill, free and clear of liens and encumbrances;

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, said Mark and the goodwill associated with such Mark as set forth on Schedule A; and

WHEREAS, in conjunction with this Assignment, the Assignee is acquiring the business of the Assignor to which the Mark being assigned to the Assignee pertains.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Effective as of the Closing Date, the Assignor hereby assigns to the Assignee all rights, title and interest in and to the Mark, the goodwill of the business symbolized by the Mark, all registrations and applications for registration thereof, if any, and all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Mark, free and clear of any Encumbrances, as set forth on Schedule A.

Section 2. Effective upon the Closing Date, the Assignor authorizes and requests the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for

registration, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Mark being assigned to the Assignee in accordance with Schedule A.

Section 3. After the Closing Date and at the Assignee's request, the Assignor will, at the Assignee's sole expense, provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials) to obtain, perfect, and defend the Mark in the United States or any foreign country.

Section 4. Each of the Assignor and the Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

Section 5. The rights and obligations of the parties shall be governed by, and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of New York, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Section 6. This Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signatures Follow On a Separate Page]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be signed by its duly authorized officer as of the date first written above.

"Assignor"

ALEXANDER DOLL COMPANY, INC.

By: 

Name: Robert L. Porell

Title: Chief Executive Officer

[Trademark Assignment Signature Page]

ACCEPTED:

"Assignee"

KLL DOLLS, LLC

By: 

Name: Howard Kahn

Title: Chief Executive Officer

[Trademark Assignment Signature Page]

TRADEMARK
REEL: 005059 FRAME: 0147

Schedule A

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
MADAME ALEXANDER CREATE-A-DOLL	USA	78556044	Jan. 28, 2005	3077850	Apr. 4, 2006

[Trademark Assignment Schedule A]