

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
Schylling Associates, Inc.		08/07/2013	CORPORATION: MASSACHUSETTS
TJD Associates, LLC		08/07/2013	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Schylling Inc.		
Street Address:	1521 Westbranch Dr.		
Internal Address:	c/o Gladstone Companies, Suite 200		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2916346	CUTOS	
Registration Number:	3844915	ECOPLAY	
Registration Number:	3685850	JESTER JACK IN THE BOX	
Registration Number:	3685759	MORE FUN FROM SCHYLLING	
Registration Number:	3580198	SCHYLLING	
Registration Number:	3499937	JUNIOR HELPER	
Registration Number:	3513786	COPTER CAP	
Registration Number:	3496860	HIT THE SPOT	
Registration Number:	3496853	PETER PIRATE	
Registration Number:	3415413	UNIQUELY YOURS	
Registration Number:	3415383	HAPPI TIME	

Registration Number:

3293418

SCHYLLING

CORRESPONDENCE DATA

Fax Number: 2024202201

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

Phone: 202-420-2200

Email: parsonse@dicksteinshapiro.com

Correspondent Name: Dickstein Shapiro LLP

Address Line 1: 1825 Eye Street NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:

G4150.0000.SCHYLLING

NAME OF SUBMITTER:

Elizabeth Parsons

Signature:

/EP/

Date:

08/14/2013

Total Attachments: 5

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”) is made as of this 7th day of August, 2013, by and among Schylling Associates, Inc., a Massachusetts corporation (“Schylling”), TJD Associates, LLC, a Massachusetts limited liability company (“TJD”, together with Schylling, “Assignors”), and Schylling Inc., a Delaware corporation (“Assignee”).

This Assignment is made pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, by and among Assignors, Assignee and certain other parties thereto, concerning the sale and purchase of substantially all of the assets of the Business. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, and pursuant to the terms of the Purchase Agreement, Assignors hereby sell, assign, convey, transfer and deliver to Assignee all of Assignors’ right, title and interest in and to the Seller Intellectual Property, including the trademark registrations, domain names and copyright registrations set forth on the Schedule hereto, together with any and all rights of recovery based on past and future infringement of the Seller Intellectual Property and the goodwill symbolized by the trademarks and service marks included in the Seller Intellectual Property, free and clear of all Liens.

This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit, qualify or otherwise modify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

This Assignment shall be governed by the laws of the State of Delaware applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment and any amendments hereto, to the extent executed and delivered by means of a facsimile machine or e-mail of a PDF file containing a copy of an executed agreement (or signature page thereto), shall be treated in all respects and for all purposes as an original agreement or instrument and shall have the same binding legal effect as if it were the original signed version thereof.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed this 7 day of July 2013.

Asmt

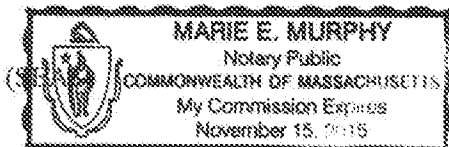
ASSIGNORS:

SCHYLLING ASSOCIATES, INC.,
a Massachusetts corporation

By: *[Signature]*
Name: *Jack Schylling*
Title: *President*

STATE OF MA)
) ss:
COUNTY OF Essex)

On this 7th day of August 2013, personally before me came *Jack Schylling* known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.



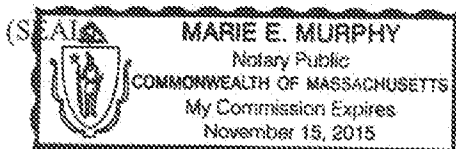
Marie E. Murphy
Notary Public

TJD ASSOCIATES, LLC
a Massachusetts limited liability company

By: *[Signature]*
Name: *Jack Schylling*
Title: *Vice President*

STATE OF MA)
) ss:
COUNTY OF Essex)

On this 7th day of August 2013, personally before me came *Jack Schylling* known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.



Marie E. Murphy
Notary Public

[Signature page to Trademark and Copyright Assignment and Assumption Agreement]

ASSIGNEE:

SCHYLLING INC.,
a Delaware corporation

By: 

Name: Kyle Largent

Title: Vice President

SCHEDULE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Trademark Registrations

Country	Serial Number	Reg. Number	Mark
U.S.	78329403	2916346	CUTOS
U.S.	77928780	3844915	ECOPLAY
U.S.	77685831	3685850	JESTER JACK IN THE BOX
U.S.	77684313	3685759	MORE FUN FROM SCHYLLING (& Design)
U.S.	77526554	3580198	SCHYLLING
U.S.	77281729	3499937	JUNIOR HELPER
U.S.	77279220	3513786	COPTER CAP
U.S.	77277681	3496860	HIT THE SPOT
U.S.	77275395	3496853	PETER PIRATE
U.S.	77177535	3415413	UNIQUELY YOURS
U.S.	77159187	3415383	HAPPI TIME
U.S.	77089923	3293418	SCHYLLING (& Design)

Domain Names

Schylling.com

Copyright Registrations

Name	Full Title	Copyright Number	Date
Schylling Associates, Inc.	2006 Schylling catalog.	VA0001405605	2005
Schylling Associates, Inc.	2006 Schylling toy catalog.	VA0001378831	2005
Schylling Associates, Inc.	2007 Schylling Toys catalog.	VA0001430169	2006
Schylling Associates, Inc.	Dottie Dinosaur: [no.] 4789.	VA0000365336	1988
Schylling Associates, Inc.	Ernest.	VA0000401916	1986
Schylling Associates, Inc.	Fat cat: [no.] 4788.	VA0000365335	1988
Schylling Associates, Inc.	Follow me: [no.] 4785.	VA0000365332	1988
Schylling Associates, Inc.	Infinity: [no.] 4790.	VA0000365333	1988
Schylling Associates, Inc.	Jester Jack in the Box.	VA0001625939	2007
Schylling Associates, Inc.	Jester Jack In The Box.	VA0001675309	1996
Schylling Associates,	Rocket ship: [no.] 4786.	VA0000365334	1988

Inc.			
Schylling Associates, Inc.	Schylling Toys 2007Catalog.	VA0001622231	2006
Schylling Associates, Inc.	Tin tea set.	VA0001407606	2005
Schylling Associates, Inc.	Who's afraid?	VA0000362530	1988