

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
RB Trademark Holdco, LLC		07/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Larsen & Bowman Holdings Ltd.		
Street Address:	650 Clyde Avenue		
Internal Address:	Unit 17		
City:	West Vancouver, BC		
State/Country:	CANADA		
Postal Code:	V7T1E2		
Entity Type:	Limited Company: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1223558	APPLAUSE	
Registration Number:	1251348	APPLAUSE	
Registration Number:	1190130		
Registration Number:	1230618	EVERYONE LOVES TO GET APPLAUSE	
Registration Number:	2891296	RUSS	
Registration Number:	2260182	RUSSPLUS	
CORRESPONDENCE DATA			
Fax Number:	2132434199		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	213-243-4160		
Email:	trademarkdocketing@aporter.com, tiffany.ikeda@aporter.com		
Correspondent Name:	Tiffany M. Ikeda		
Address Line 1:	777 S. Figueroa Street		

CH \$165.00 1223558

Address Line 2: 44th Floor
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER: 25851.003

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Tiffany M. Ikeda

Signature: /Tiffany M. Ikeda/

Date: 08/23/2013

Total Attachments: 6
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated June 30, 2013, is made by RB Trademark Holdco, LLC (“**Seller**”), a Delaware limited liability company, located at One Meadowlands Plaza, 8th Floor, East Rutherford, New Jersey 07073, in favor of Larsen and Bowman Holdings Ltd. (“**Buyer**”), a Limited Corporation organized under the laws of British Columbia, located at Unit 17 – 650 Clyde Ave West, Vancouver BC, V7T 1E2, Canada, the purchaser of certain assets of Seller pursuant to an Acquisition Agreement between Buyer and Seller, dated July 28, 2013 (the “**Acquisition Agreement**”).

WHEREAS, under the terms of the Acquisition Agreement, Seller has agreed to sell to Buyer 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.

The parties, intending to be legally bound hereby, agree as follows:

1. Assignment. In consideration of the execution of the Acquisition Agreement, the payment of the consideration stipulated in the Acquisition Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably 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**”):

the trademarks identified on Schedule I, all registrations thereof and the goodwill associated with and symbolized thereby, and the United States intent-to-use trademark application for “Russ Berrie”.

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, following the date hereof, execute such documents as Buyer may reasonably request, to evidence or effect the assignment of the Assigned IP to Buyer, *provided* that Seller shall not be obligated to executed any Documents that could subject it to any cost, obligation or liability.

3. Terms of the Acquisition Agreement. This IP Assignment is subject in all respects to the Acquisition Agreement, the terms and conditions of which are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of the Acquisition Agreement and the terms hereof, the terms of the Acquisition 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 New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

RB TRADEMARK HOLDCO, LLC

By: 

Marc S. Goldfarb
SVP/BC

AGREED TO AND ACCEPTED:

LARSEN AND BOWMAN HOLDINGS
LTD.

By: 

SCHEDULE I

Trademark	Country	Trademark Application/ Registration Number
RUSS BERRIE AND COMPANY	New Zealand	Reg. No. 168792
APPLAUSE (block letters)	United States	Reg. No. 1,223,558
APPLAUSE (block letters)	Benelux	Reg. No. 730983
APPLAUSE (block letters)	Canada	Reg. No. TMA304,224
APPLAUSE	France	Reg. No. 3136799
APPLAUSE	Germany	Reg. No. 1,050,030
APPLAUSE & Hands Design	United States	Reg. No. 1,251,348
APPLAUSE & Hands Design	United States	Reg. No. 1,190,130
APPLAUSE & Hand Device	Australia	Reg. No. 361197
APPLAUSE & Hand Device	Canada	Reg. No. TMA304,223
APPLAUSE (Design)	Germany	Reg. No. 1,075,372
APPLAUSE & Hand Device	Mexico	Reg. No. 968460
APPLAUSE & Hand Device	United Kingdom	Reg. No. 1,155,354
EVERYONE LOVES TO GET APPLAUSE	United States	Reg. No. 1,230,618
EVERYONE LOVES TO GET APPLAUSE	Benelux	Reg. No. 730984
EVERYONE LOVES TO GET APPLAUSE	European Union	App. 4180717
EVERYONE LOVES TO GET APPLAUSE	Germany	Reg. No. 2,039,483
EVERYONE LOVES TO GET APPLAUSE	Mexico	Reg. No. 968941
RUSS	Argentina	Reg. No. 1.889.438 (Renewal of Reg. No. 1400503)
RUSS	Argentina	Reg. No. 1357309
RUSS	Argentina	Reg. No. 1.743.356 (Renewal of Reg. No. 1339312)
RUSS	Chile	Reg. No. 681369
RUSS	China	Reg. No. 924294
RUSS	China	Reg. No. 905751
RUSS	Columbia	Reg. No. 168902
RUSS	Hong Kong	Reg. No. 1987B1635
RUSS	Israel	Reg. No. 58748
RUSS	Panama	Reg. No. 36349
RUSS	Paraguay	Reg. No. 225484
RUSS	Poland	App. No. Z200594
RUSS	South Africa	Reg. No. B84/2503

Trademark	Country	Trademark Application/ Registration Number
RUSS	Taiwan	Reg. No. 255821
RUSS	Taiwan	Reg. No. 255887
RUSS	Taiwan	Reg. No. 259886
RUSS	Taiwan	Reg. No. 266296
RUSS	Taiwan	Reg. No. 267160
RUSS	Taiwan	Reg. No. 269334
RUSS	Taiwan	Reg. No. 273776
RUSS	Venezuela	Reg. No. 114623-F
Russ and Butterfly Design	Philippines	Reg. No. 49670
RUSS and Design	Switzerland	Reg. No. 332925
RUSS and Design	Brazil	Reg. No. 816350752
RUSS and Design	Korea	Reg. No. 114480
RUSS and Design	Korea	Reg. No. 36208
RUSS and Design	Mexico	Reg. No. 377590
RUSS and Device	Taiwan	Reg. No. 255820
RUSS Design	Malaysia	Reg. No. 86005514
RUSS & Design	Japan	Reg. No. 4774675
RUSS & Device	China	Reg. No. 1092630
RUSS & Device	China	Reg. No. 1070211
RUSS & Design	United States	Reg. No. 2,891,296
RUSS & Design	Australia	Reg. No. 405292
RUSS & Design	Canada	Reg. No. 301773
RUSS & Device	Australia	Reg. No. 444252
RUSS & Device	Australia	Reg. No. 444253
RUSS & Device	China	Reg. No. 1082253
RUSS (Label)	Italy	Reg. No. 686759
RUSS (Special Form)	South Africa	Reg. No. B82/2552
RUSS and Design	Peru	Reg. No. 80444
RUSS and Design	Puerto Rico	Reg. No. 25984
RUSS and Design	Singapore	Reg. No. T8604251
RUSS and Design	Singapore	Reg. No. T8602247
RUSS and Device	Russia	Reg. No. 272706
RUSS and Design	France	Reg. No. 1271767
RUSS and Design	Germany	Reg. No. 1075676
RUSS and Design	Mexico	Reg. No. 393700
RUSS and Design	Mexico	Reg. No. 382026
RUSS and Device	New Zealand	Reg. No. 164554
RUSS and Device	Russia	Reg. No. 290097

Trademark	Country	Trademark Application/ Registration Number
RUSS and Device	Taiwan	Reg. No. 255886
RUSS and Device	Taiwan	Reg. No. 259885
RUSS and Device	Taiwan	Reg. No. 273775
RUSS and Device	Taiwan	Reg. No. 908088
RUSS and Device	Taiwan	Reg. No. 901998
RUSS and Device	Taiwan	Reg. No. 917138
RUSS and Device	United Kingdom	Reg. No. 1298343
RUSS and Device	United Kingdom	Reg. No. 1302734 merged under Reg. No. 1302736
RUSS and Device	United Kingdom	Reg. No. 1302735 merged under Reg. No. 1302736
RUSS and Device	United Kingdom	Reg. No. 1302736
RUSS and Logo	Indonesia	App. No. D00.2008.031745
RUSS BERRIE	Chile	Reg. No. 681370
RUSS LOGO	El Salvador	180 Book 141
RUSS PLUS	El Salvador	79 BOOK 53
RUSSPLUS	United States	Reg. No. 2,260,182