

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
ZB Equity, LLC		10/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	DAS Enterprises, Inc.
Street Address:	1705 Market Street
Internal Address:	Suite A518
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103-4199
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	1735825	ZANY BRAINY
Registration Number:	1781919	ZANY BRAINY
Registration Number:	3174714	ZANY BRAINY KIDS
Registration Number:	2412354	ZANYBRAINY.COM
Registration Number:	1971605	NOODLE KIDOODLE
Registration Number:	2010223	KIDS LEARN BEST WHEN THEY'RE HAVING FUN

CORRESPONDENCE DATA	
Fax Number:	2155683439
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	215-568-3100
Email:	trademarks@woodcock.com, jlesser@woodcock.com, jdale@woodcock.com
Correspondent Name:	Jacqueline M. Lesser

CH \$165.00 1735825

Address Line 1: 2929 Arch Street
Address Line 2: Cira Centre, 12th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2891

ATTORNEY DOCKET NUMBER: DSCH-0001

NAME OF SUBMITTER: Judy Dale-Trademark Paralegal

Signature: /Judy Dale/

Date: 10/21/2013

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This agreement dated 10/20/13 between ZB Equity, LLC a Delaware limited liability company having its principal offices at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("Assignor"), and DAS Enterprises, Inc. a Pennsylvania corporation, having its principal offices at 1705 Market Street, Suite A518, Philadelphia, Pennsylvania ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks set forth on Schedule A (Trademarks), together with common law rights therein; and

WHEREAS, Assignor desires to transfer and assign all right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has assigned and does hereby sell, transfer, convey and assign unto Assignee the entire right, title, and interest in and to the Trademarks, all registrations and all applications for registration of said Trademarks, including without limitation the right to recover for past infringement of each of the trademarks, and the good will of the business in connection with which said mark is used and which are symbolized by said mark.

Assignor hereby covenants and represents that the execution, delivery and performance of this Assignment of Trademarks by Assignor has been duly and validly authorized by all necessary corporate action, that this Assignment of Trademarks has been duly and validly executed and delivered by Assignor and that this Assignment of Trademarks constitutes a valid and legally binding agreement of Assignor, enforceable against Assignor in accordance with its terms. The execution, delivery and performance of this Assignment of Trademarks does not conflict with, result in a breach of, or constitute a default under any applicable law, judgment, order, injunction, decree, rule or regulation, or ruling of any court or governmental instrumentality, or the articles of incorporation, bylaws or resolutions of the Board of Directors or Assignor, or conflict with, constitute grounds for termination of or result in a breach of or constitute a default under any agreement, instrument, license or permit to which Assignor is or will be subject.

Assignor hereby further covenants and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assignees, any facts known to Assignor respecting said mark, and at Assignee's sole expense testify in any legal proceeding, sign all lawful papers, execute all applications for registration, make all rightful oaths, and generally do

everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said mark in all countries.

ZB Equity, LLC



Date: October 20, 2013

Name: Scott Rosenbaum
Title: Member

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Ser. No.</u>
ZANY BRAINY	11/24/1992	1735825	74203317
ZANY BRAINY & Design	7/13/1993	1781919	74311435
ZANY BRAINY KIDS	11/21/2006	3174714	78217732
ZANYBRAINY.COM Stylized & Design	12/12/2000	2412354	75856022
NOODLE KIDOODLE	4/30/1996	1971605	74401224
KIDS LEARN BEST WHEN THEY'RE HAVING FUN	10/22/1996	2010223	75030191
ZANY BRAINY (Canada)	11/24/2006	TMA677561	864671