

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		12/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Larsen and Bowman Holdings Ltd.		
Street Address:	650 Clyde Avenue		
Internal Address:	Unit 17		
City:	West Vancouver, BC		
State/Country:	CANADA <i>Postal Code V7T 1E2</i>		
Entity Type:	Limited Corporation: CANADA <i>British Columbia</i>		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4056172	RUSS BUDDIES	
Serial Number:	85973837	EVERYONE LOVES TO GET APPLAUSE	
Serial Number:	85854948	RUSS BERRIE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarkdocketing@aporter.com, tiffany.ikeda@aporter.com, roberta.horton@aporter.com		
Correspondent Name:	Tiffany M. Ikeda		
Address Line 1:	555 Twelfth Street, NW		
Address Line 2:	IP DOCKETING		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	25851.003		
DOMESTIC REPRESENTATIVE			

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

NAME OF SUBMITTER:	Tiffany M. Ikeda
Signature:	/Tiffany M. Ikeda/
Date:	12/05/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Trademark Assignment**”) dated as of June 30, 2013, is made by RB Trademark Holdco, LLC (“**Assignor**”), 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. (“**Assignee**”), a limited corporation organized under the laws of British Columbia, located at Unit 17 - 650 Clyde Avenue, West Vancouver, British Columbia, Canada V7T 1E2.

FOR VALUE RECEIVED and pursuant to the Acquisition Agreement between Assignor and Assignee dated June 30, 2013 (“**Acquisition Agreement**”), Assignor has agreed to sell to Assignee all of its right, title and interest in and to certain intellectual property assets of Assignor (the “**Trademarks**”), along with the accompanying goodwill (and with respect to the intent-to-use applications for “Everyone Loves to Get Applause,” Serial No. 85/9737837, and “Russ Berrie,” Serial No. 85/854948, listed on Exhibit A, that portion of the ongoing business to which the trademarks pertain), and has agreed to execute this Trademark Assignment to manifest the transfer of these assets and accompanying goodwill.

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

1. Assignment.

Assignor hereby irrevocably sells, transfers, conveys and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the U.S. trademarks listed in Exhibit A (“**Exhibit A Trademarks**”), together with the goodwill of the business symbolized by and associated with the Exhibit A Trademarks, and the applications and/or registrations thereof, and with respect to the intent-to-use applications for “Everyone Loves to Get Applause,” Serial No. 85/973837, and “Russ Berrie,” Serial No. 85/854948, listed on Exhibit A, that portion of the ongoing business to which the trademarks pertain.

Assignor hereby irrevocably sells, transfers, conveys and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the international trademarks listed in Exhibit B (“**Exhibit B Trademarks**”), together with the goodwill of the business symbolized by and associated with the Exhibit B Trademarks, and the applications and/or registrations thereof. Notwithstanding anything to the contrary in the Acquisition Agreement, if any, Assignor makes no representation or warranty regarding any interests, leases, mortgages, liens, claims (as defined in section 101(5) of the United States Bankruptcy Code), taxes, judgments, encumbrances, and charges of any kind or nature with regard to the Exhibit B Trademarks.

2. Terms of the Acquisition Agreement. Except for and subject in all cases to the last sentence of paragraph 1 above, this Trademark Assignment is subject 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 (other than the last sentence of paragraph 1 above), the terms of the Acquisition Agreement shall govern.

3. Authority. The undersigned representative for Assignor warrants to Assignee that [s]he is legally authorized to execute and deliver this Trademark Assignment.

4. Recordation and Further Actions. Assignor authorizes the United States Patent and Trademark Office and any other governmental offices worldwide to record this Trademark Assignment upon request by Assignee. Assignor shall, following the date hereof, execute such documents as Assignee may reasonably request, to evidence or effect the assignment of the Exhibit A Trademarks and/or Exhibit B Trademarks to Assignee, provided that Assignor shall not be obligated to execute any documents that could subject it to any cost, obligation or liability.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, and both of which together will constitute one and the same instrument. Electronic or facsimile signatures shall be as effective as original signatures.

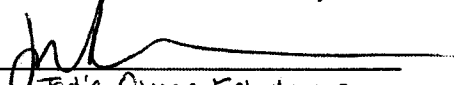
6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark 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 Trademark 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).

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives:

Date: 12/3/13

RB TRADEMARK HOLDCO, LLC

By 
Title Jodie Simon Friedman
Vice President and Secretary

Date: _____

**LARSEN AND BOWMAN
HOLDINGS, LTD.**

By _____
Title _____

3. Authority. The undersigned representative for Assignor warrants to Assignee that [s]he is legally authorized to execute and deliver this Trademark Assignment.

4. Recordation and Further Actions. Assignor authorizes the United States Patent and Trademark Office and any other governmental offices worldwide to record this Trademark Assignment upon request by Assignee. Assignor shall, following the date hereof, execute such documents as Assignee may reasonably request, to evidence or effect the assignment of the Exhibit A Trademarks and/or Exhibit B Trademarks to Assignee, provided that Assignor shall not be obligated to execute any documents that could subject it to any cost, obligation or liability.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, and both of which together will constitute one and the same instrument. Electronic or facsimile signatures shall be as effective as original signatures.

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IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives:

Date: _____

RB TRADEMARK HOLDCO, LLC

By _____
Title _____

Date: Dec. 2. 2013

**LARSEN AND BOWMAN
HOLDINGS, LTD.**

By [Signature] STACY LARSEN
Title President.

Exhibit A -- U.S. Trademarks

MARK	COUNTRY	REG. NO./SERIAL NO.
RUSS BUDDIES	USA	Reg. No. 4,056,172
EVERYONE LOVES TO GET APPLAUSE	USA	Serial No. 85/973837
RUSS BERRIE	USA	Serial No. 85/854948

Exhibit B -- International Trademarks

MARK	COUNTRY	REG. NO./SERIAL NO.
EVERYONE LOVES TO GET APPLAUSE & Design	Panama	Reg No. 121914
RUSS	Germany	Reg. No. 1080051
THE HEDGEHOGS OF LEAFY LANE BY RUSS & Design	United Kingdom	Reg. No. 2034089
MAKE SOMEONE HAPPY	Canada	Reg. No. TMA 592292
RUSS & Design	Italy	Reg. No. 1093598
RUSS & Design	Germany	Reg. No. 1083689
RUSS & Design	South Korea	Reg. No. 4100362080000
RUSS & Design	Benelux	Reg. No. 383060
RUSS & Design	Ecuador	Reg. No. 6983-11
RUSS & Design	Ecuador	Reg. No. 7003-11
RUSS & Design	Ecuador	Reg. No. 7148-11
RUSS & Design	Costa Rica	App. No. 119652
RUSS & Design	Argentina	Reg. No. 2550414
RUSS & Design	Argentina	Reg. No. 2386513
RUSS & Design	Argentina	Reg. No. 2379969
RUSS & Design	El Salvador	App. No. 39000172