

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/01/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creativity, Inc.		07/01/2013	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Crossbow Studio, LLC		
Street Address:	333 East Lancaster Avenue #360		
City:	Wynnewood		
State/Country:	PENNSYLVANIA		
Postal Code:	19096		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77735678	PIXIE AWARDS	
CORRESPONDENCE DATA			
Fax Number:	5025881960		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5026252784		
Email:	sduvall@middletonlaw.com		
Correspondent Name:	Scot A. Duvall		
Address Line 1:	401 South Fourth Street, Suite 2600		
Address Line 2:	MIDDLETON REUTLINGER		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	CROSSBOW-		
NAME OF SUBMITTER:	Scot A. Duvall		
SIGNATURE:	/Scot A. Duvall/		
DATE SIGNED:	04/17/2014		
Total Attachments: 3			
source=Nunc Pro Tunc-77735678#page1.tif			
source=Nunc Pro Tunc-77735678#page2.tif			
source=Nunc Pro Tunc-77735678#page3.tif			

OP \$40.00 77735678

NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT, dated as of July 1, 2013 (the "Effective Date"), is from Creativity, Inc., a Kentucky corporation (the "Assignor") having an address located at 5280 Umbrella Pool Road, Sanibel, Florida 33957, and Crossbow Studio, LLC, a Pennsylvania limited liability company ("Assignee") having an address at 333 East Lancaster Avenue #360, Wynnewood, Pennsylvania 19096.

WITNESSETH:

WHEREAS, Assignor has adopted and continuously used, through the Effective Date, the trademark / service mark set forth on Schedule A hereto (the "Mark");

WHEREAS, the Mark was applied for registration in the United States Patent and Trademark Office on May 13, 2009, on an intent-to-use basis under Section 1(b) of the Lanham Act, the application for which (the "Application") is referenced on Schedule A hereto;

WHEREAS, Assignor, through the Effective Date, has been the owner of all right, title and interest in and to the Mark and the Application arising under United States federal law;

WHEREAS, Assignee acquired by agreement effective July 1, 2013, all rights in the above referenced Mark and Application, and has continuously used said Marks since that date;

WHEREAS, with respect to the Mark, Assignee is a successor to the business of Assignor and/or a successor to the ongoing and existing portion of the business to which the Mark pertains, thereby making permissible, pursuant to Section 10 of the Lanham Act, the assignment to Assignee of the related Application to the extent founded on Section 1(b) of the Lanham Act;

WHEREAS, in addition to the agreement effective as of July 1, 2013, the parties wish to evidence the transfer of said Mark and Application by this document;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby evidence its assignment unto Assignee, all rights in the Application referenced above; all rights, title and interest in and to the corresponding Mark, together with the goodwill of the business symbolized by the Mark, and all claims and rights associated therewith including the right to bring and maintain actions based on the Marks, all effective as of July 1, 2013.

2. As of the Effective Date, Assignor hereby assigns to Assignee, without any restrictions, reservations, or limitations other than specifically set forth in this Assignment:

a. All right, title and interest in and to the Mark, Application, and any resulting registration issuing in connection therewith, together with the goodwill of the business

connected with the use of and symbolized by the Mark, arising under the federal, state, and common law of the United States of America, including the right to register the Mark in Assignee's name in the United States of America;

b. All claims and rights associated with the Mark, Application, and any resulting registrations arising under the federal, state, and common law of the United States of America, including the rights to bring and maintain any and all causes of action, claims, and demands for infringements or other violations of rights in the Mark, Application, or related registration arising under the federal, state, or common law of the United States of America, and to receive any and all damages or other recovery resulting therefrom (and Assignor hereby waives any right to receive any portion of such damages or other recovery);


c. All right, title and interest in and to the Mark, any related applications for registration of said Mark, and any registrations of said Mark, together with the goodwill of the business connected with the use of and symbolized by the Mark, arising under the applicable laws elsewhere in the World apart from the United States of America, including the right to register the Mark in Assignee's name elsewhere in the World apart from the United States of America; and

d. All claims and rights associated with the Mark, any related applications for registration of said Mark, and any registrations of said Mark, arising under applicable laws elsewhere in the World apart from the United States of America, including the rights to bring and maintain any and all causes of action, claims, and demands for infringements or other violations of rights in the Mark, and to receive any and all damages or other recovery resulting therefrom (and Assignor hereby waives any right to receive any portion of such damages or other recovery).

3. Assignor covenants that Assignor has the right to enter into this Assignment and further agrees, without further consideration, to cause such other lawful acts to be performed and such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Nunc Pro Tunc Assignment to be duly executed by their authorized officers, effective as of the Effective Date.

Creativity, Inc. ("ASSIGNOR")

By: 

Name: David E. Carter

Title: President

Date: July 1, 2013

ACCEPTANCE

The undersigned Assignee hereby declares that it has accepted the foregoing Assignment.

Crossbow Studio, LLC ("ASSIGNEE")

By: 

Name: Gregory Koorhan

Title: Managing Director

Date: July, 1 2013

SCHEDULE A

"Mark"	Serial No.	Filing Date	Registration Date
PIXIE AWARDS (Standard Characters)	77/735678	May 13, 2009	N/A