

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Summit Products, LLC		04/15/2014	LIMITED LIABILITY COMPANY: ALABAMA
RECEIVING PARTY DATA			
Name:	Poof-Alex Holdings, LLC		
Street Address:	251 Union Street		
City:	Northvale		
State/Country:	NEW JERSEY		
Postal Code:	07647		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3462868	ZILLIONZ	
Registration Number:	3510380	SUMMIT	
Registration Number:	3510379	TOYS WITH A TWIST	
Registration Number:	3572981	GARDEN GIRLZ	
Registration Number:	2967934	YOUNIVERSE	
Registration Number:	3680137	MOTO HEADZ	
Registration Number:	3703921	WHAT ARE YOU SAVING FOR	
Registration Number:	3241068	BACKYARD SAFARI	
Registration Number:	4440963	COVERT FORCE	
Registration Number:	4237926	TEST PILOT	
Registration Number:	3407675	BOOM BLASTERS	
CORRESPONDENCE DATA			
Fax Number:	2155405818		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-540-9200		
Email:	docketing@howsoniplaw.com		
Correspondent Name:	Stanley B. Kita, Howson & Howson LLP		
Address Line 1:	350 Sentry Parkway		
Address Line 2:	Building 620, Suite 210		
		TRADEMARK	

CH \$290.00 3462868

Address Line 4: Blue Bell, PENNSYLVANIA 19422

ATTORNEY DOCKET NUMBER: PS SUMMIT_11 MARKS

NAME OF SUBMITTER: Bea Houwen

SIGNATURE: /Bea Houwen/

DATE SIGNED: 07/08/2014

Total Attachments: 16

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ASSET PURCHASE AGREEMENT

by and between

POOF-ALEX HOLDINGS, LLC

as Buyer

and

**THOMAS E. REYNOLDS,
as Chapter 7 Trustee of the ESTATE OF SUMMIT PRODUCTS, LLC**

As Seller

Dated as of April 15, 2014

EXHIBIT A

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into as of April 15, 2014 (the "Effective Date"), by and between POOF-ALEX Holdings, LLC or one of its affiliates ("Buyer"), and Thomas E. Reynolds, solely in his capacity as the chapter 7 trustee (the "Trustee" or "Seller") of the Estate of Summit Products, LLC (the "Debtor").

RECITALS

WHEREAS, on March 26, 2014 (the "Petition Date"), the Debtor filed a voluntary petition for relief pursuant to chapter 7 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code") with the United States Bankruptcy Court for the Northern District of Alabama (the "Bankruptcy Court") (the "Bankruptcy Case").

WHEREAS, on March 27, 2014, the Trustee was appointed Chapter 7 interim trustee of the estate of the Debtor pursuant to the Order Appointing Interim Trustee and Approving Standing Bond [ECF No. 5] and he became the permanent trustee by operation of law.

WHEREAS, prior to the Petition Date, the Debtor designed, distributed and sold various toys, games, activities and companion materials under the brand name "Summit Toys" to retailers for resale to the public (the "Business").

WHEREAS, Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase, acquire and assume from Seller, pursuant to Sections 363 and 365 of the Bankruptcy Code, all of the Acquired Assets and Assumed Liabilities, all as more specifically provided herein.

WHEREAS, unless the context otherwise requires or as otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth in Exhibit A hereto.

NOW, THEREFORE, in consideration for these premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto agree as follows:

1. SALE AND TRANSFER OF ASSETS: PURCHASE PRICE.

1.1 Sale of Assets. Upon the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell, convey, assign, transfer and deliver to Buyer and/or one or more designees of Buyer (as designated by Buyer in its sole discretion) and Buyer agrees to purchase and acquire, or cause one or more of its designees to purchase and acquire from Seller, free and clear of any Encumbrances (other than Assumed Liabilities), to the fullest extent permitted under section 363(f) of the Bankruptcy Code, all of Seller's right, title and interest to the following assets on the Closing Date in accordance with the Sale Order:

(a) All product molds, tooling, machinery, equipment, storage products and equipment, information technology hardware and software, such as computers, printers, scanners, servers, labelers, external hard drives, software licenses, cutting dies, patterns and printing plates owned by Seller;

(b) all Inventory owned by Seller, including those set forth on Schedule 1.1(b), and UPC codes associated therewith;

(c) all Patents, Copyrights, Marks, inventions (whether or not patentable), trade secrets, Net Names, any and all websites owned by or registered to Seller, including the internet web site located at "www.summittoys.com" and all other Marks and other intangible assets used by Seller, including those registrations and applications set forth on Schedule 1.1(c) (all of the foregoing, collectively, the "Acquired IP Assets"); provided, however, Acquired IP Assets shall not include Patents, Copyrights, or Marks related to a Contract that is not an Assigned Contract to the extent such Patents, Copyrights, or Marks are the property of the Contract counterparty under the relevant Contract;

(d) all of the Contracts set forth on Schedule 1.1(d) (the "Assigned Contracts") which Seller shall assume and assign to Buyer pursuant to section 365 of the Bankruptcy Code;

(e) all current supplier name and address lists and the related vendor files; all product development files; creative development materials; all of Seller's artwork for all past, present, and future items; all photographs and advertising material; promotional material currently in use; and all other data and records (in any form) related solely to the Business, including those set forth on Schedule 1.1(e);

(f) all customer lists, customer terms, historical sales information, sales representative and distributor lists, and marketing information and materials.

(g) Subject to Section 1.2, all books, records and data of the Seller of every kind, whether in hard copy, electronic or digital format and however maintained or stored, excepting only the corporate minute books of Seller;

(h) all product and Inventory testing information;

(i) all prepaid expenses relating to the Assigned Contracts;

(j) all goodwill and general intangibles associated with the assets, properties and rights of Seller to the extent they relate primarily to the Business, and all of Seller's rights (both legal and equitable) to protect the rights and interests;

(k) all rights of Seller under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent affecting any Acquired Assets, other than any warranties, representations and guarantees pertaining to any Excluded Assets; and


(l) all claims, causes of action, choses in action and rights of recovery, off-set and subrogation rights against third Persons to the extent relating to the Acquired Assets and all Avoidance Actions against any counterparties to any Assigned Contracts.


All of the foregoing assets to be transferred to Buyer hereunder are herein referred to collectively as the "Acquired Assets." Notwithstanding the foregoing, the transfer of the Acquired Assets

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the Effective Date.

POOF-ALEX HOLDINGS, LLC

THOMAS E. REYNOLDS, as Chapter 7
Trustee of the Estate of SUMMIT
PRODUCTS LLC

By: 
John M. Belniak, Vice Chairman

By: 
Thomas E. Reynolds, Chapter 7 Trustee

Signature Page to Asset Purchase Agreement

SCHEDULE 1.1(c)

**REGISTRATIONS AND APPLICATIONS
FOR ACQUIRED IP ASSETS**

The IP Assets listed on the Debtor's Statement of Financial Affairs, as may be amended from time to time.

Schedule 1.1(c)

SUM0302 Summit Products, LLC

FYE: 12/31/2014 Mth: 3/31/2014

Book Asset Detail 3/01/14 - 3/31/14

03/13/2014 11:41 AM

Asset	^d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
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EXHIBIT B

PAGE 2 REDACTED IN ENTIRETIES AS NOT PERTINENT TO INTANGIBLES

GROUP: INTANGIBLES

446	DEF ISSUANCE COSTS	7/01/95
448	Patents/Trademarks	7/01/95
449	1996-Patents/Trademarks	7/01/96
450	1997-Patents/Trademarks	7/01/97
451	1998-Patents/Trademarks	7/01/98
452	1999-Patents/Trademarks	7/01/99
453	MOS RIGHTS	7/26/02
454	2003-Patents/Trademarks	1/08/03
501	Backyard Safari Trademark	1/01/07
502	BSBFH Patent	1/01/07
527	Super Bug Vacuum Patent	8/01/07
528	Turbo Bug Vac Patent	8/01/07
531	Backyard Safari TM	8/01/07
532	"Summit" Trademark	8/01/07
533	"Toys With a Twist" Trademark	8/01/07
546	"Me & My Pet" Trademark	9/13/07
547	"Youniverse" Trademark	9/13/07
548	"Zillionz" Trademark	9/13/07
562	2&1 Bug & Frog Habitat Patent	11/19/07

TRADEMARK

REEL: 005317 FRAME: 0910

EXHIBIT B

583	"Garden Girlz" Trademark	12/31/07
584	"Beverly Hills Puppy Club" Trademark	12/31/07
585	"Safari" Trademark	12/31/07
604	"Garden Girlz" TM 2008	2/07/08
605	"Safari" TM 2008	2/07/08
606	"Beverly Hills Puppy Club" TM 2008	2/07/08
618	"Summit" TM 2008	5/12/08
619	"Toys With a Twist" TM 2008	5/12/08
620	Insect Collector Patent	4/30/08
633	Patent Insect Collector Viewer	6/12/08
634	"Zillionz" TM 2008	6/18/08
648	"Moto Headz" trademark	8/12/08
674	Animal Sound Devise Patent 2008	10/17/08
675	"Beverly Hills PC" TM 2008	10/17/08
703	Garden Girlz - TM 2008	12/31/08
706	Moto Headz TM 2008	12/31/08
717	MOTHEADZ TM 2009	4/25/09
718	GARDEN GIRLZ TM 2009	3/10/09
719	ATM BANK TOY COPYRIGHT	4/25/09
720	BEVERLY HILLS PUPPY TM	2/11/09
723	Insect Collector Patenet	5/01/09
724	Animal Caller Utility Patent	5/20/09
741	Toy Universe trademark	6/01/09
742	Motoheadz TM	6/01/09
743	Beverly Hills Puppy Club TM	6/01/09
745	WRUSF TM	6/02/09
746	Animal Sound Patent	6/02/09
747	Motoheadz TM Registration	6/08/09
748	BYS Bug Collector Patent	6/01/09
749	Puppy Club TM	6/01/09
750	BYS Trademark	6/01/09
754	Safari TM Trademark	4/30/09
758	Animal Caller Patent	7/01/09
759	Insect Collector and Viewer Patent	7/01/09

TRADEMARK
REEL: 005317 FRAME: 0911

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771	MOTOHEADZ TM	10/07/09
984	Xeno Ridez Trademark	10/01/11
1033	BYS Trademark Docket#N2684	11/01/12
1040	Test Pilot Trademark	1/06/12
1041	Base Camp Expedition Trademark	4/24/12
1042	Covert Force Trademark	6/26/12
1043	Insect Collector Viewer Patent	7/01/12
1044	Test Pilot Trademark	7/24/12
1045	Covert Force Trademark	12/31/12
1108	Statement of Use-Grant Patent Serv	8/12/13
1156	Zillionz Trade Mark Reg Waddy Patte	12/12/13

INTANGIBLES

PAGES 6-13 REDACTED IN ENTIRETIES AS NOT PERTINENT TO INTANGIBLES

1086	Night Optix Tooling Model	6/01/13
1087	Night Optix Mold Modification	6/01/13
1088	Night Vision Lens	6/17/13
1089	Tactical Helmet Tooling	6/25/13
1090	Tactical Gloves Tooling	6/25/13
1091	Impact Spray Tooling	6/25/13
1092	Covert Force Field Tool	6/25/13
1093	Stink Bugzz Wax Model	6/25/13
1094	Stink Bugzz Master Pot	6/25/13
1095	Tactical Body Armour	7/01/13
1096	Clip Track Lighting	7/02/13
1097	Glow Sticks	7/02/13
1098	Ballistic Watch 6	7/02/13
1099	Covert Force Night Scope	7/02/13
1100	Stink Bugzz Jar Model	8/20/13
1101	BYS Flashlight New	8/20/13
1102	BYS Magnifying Glass	8/20/13
1103	Stink Bugzz Plaster Model	8/20/13
1104	Stink Bugzz Wax Model	8/20/13
1105	Stink Bugzz Plaster Model 4	8/20/13
1106	Stink Bugzz Wax Model 4	8/20/13
1107	Stink Bugzz Master Pot	8/20/13
1109	BYS Aquatic Habitat - Cheng Tai	9/30/13
1110	Sting Bugzz Wax Model Cheng Tai	9/30/13
1111	Stink Bugzz Master Pot Cheng Tai	9/30/13
1112	BYS Microscope Model Cheng Tai	9/30/13
1113	Water & Land Habitat - Cheng Tai	9/30/13
1114	Water & Land Habitat - Cheng Tai	9/30/13
1115	Stink Bugzz-Jar Lid Injection Bauhinia	9/30/13
1116	Stink Bugzz-Jar (Blow Mold) - Bauhini	9/30/13
1117	Stink Bugzz- Roto Casting - Bauhinia	9/30/13
1118	BYS Adventure Flashlight 4 Molds -Ch	9/30/13
1122	BYS Critter Shack 30% 4 Molds - Bauh	9/30/13
1123	Stink Bugzz - Jar 3 Molds - Cheng Tai	9/30/13

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1129	Tactical Glove Ink Jet	10/01/13
1130	Tactical Glove Fab Rol	10/01/13
1131	Dog Tags Tooling	10/01/13
1132	Bug Watch Tool Amort	10/01/13
1133	BYS Flashlight	10/02/13
1134	Magnifying Glass	10/10/13
1135	Lazer Bug Vac	10/10/13
1136	Dog Tag Die Cutting	10/18/13
1137	BYS Critter Shack 30%	10/22/13
1138	Stink Bugz Roto Casting 40%	10/22/13
1139	Water & Land Habitat	10/29/13
1140	Stink Bugz Parasites	10/29/13
1141	Test Pilot Paratrooper	10/29/13
1142	Stink Bugz	10/29/13
1143	BYS Fire Fly Jar	10/29/13
1144	SB Smell Blaster Breadboard	11/05/13
1145	BYS Critter Shack 4 Molds 40%	12/02/13
1146	Skunk Mantis 24 Cavities	12/02/13
1147	Swampy Skeeter 24 Cavities	12/02/13
1148	Stink Bugz Jar Lid Injection 30%	12/02/13
1149	Stink Bugz Jar Blow Mold 30%	12/02/13
1150	Stink Bugz Roto Casting 30%	12/02/13
1151	Stink Bugz Jar Lid Injection 40%	12/02/13
1152	Stink Bugz Jar Blow Mold 40%	12/02/13
1153	CF Stealth Mirror Tooling Model	12/12/13
1154	Stink Bugz Parasites	12/17/13
1155	Land Water Habitat Copper Form Molk	12/20/13

MOLDS

GROUP: SOFTWARE

424	Great Plains Accounting	2/23/05
425	SQL	2/23/05
431	Great Plains Import/Export Module	6/16/05

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