

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309888

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bill of Sale

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Poof-Alex Holdings, LLC		05/12/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Poof-Summit 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

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.

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

Address Line 4:	Blue Bell, PENNSYLVANIA 19422
ATTORNEY DOCKET NUMBER:	PS SUMMIT2_11 MARKS
NAME OF SUBMITTER:	Bea Houwen
SIGNATURE:	/Bea Houwen/
DATE SIGNED:	07/08/2014
Total Attachments: 4 source=bill or sale#page1.tif source=bill or sale#page2.tif source=bill or sale#page3.tif source=bill or sale#page4.tif	

BILL OF SALE

This BILL OF SALE, is made this 12th day of May, 2014, by Thomas E. Reynolds as Chapter 7 Trustee of the Estate of Summit Products, LLC, a Delaware limited liability company ("Seller").

WITNESSETH :

WHEREAS, on May 9, 2014 the United States Bankruptcy Court for the Northern District of Alabama (the "Bankruptcy Court") approved the sale of certain assets of Seller to POOF-ALEX Holdings, LLC, a Delaware limited liability company ("Buyer"), or one or more of its designees, pursuant to that certain Asset Purchase Agreement, dated as of April 15, 2014, by and between Buyer and Seller (the "Asset Purchase Agreement"), subject to certain terms and conditions contained in such Bankruptcy Court order (the "Sale Order");

WHEREAS, pursuant to the Asset Purchase Agreement and the Sale Order, Seller agreed to convey, assign, transfer and deliver certain assets to POOF-Summit Holdings, LLC, a Delaware limited liability company ("Assignee"), as designee of Buyer, on the terms set forth in the Asset Purchase Agreement; and

WHEREAS, this instrument is being executed and delivered at the Closing under the Asset Purchase Agreement in order to evidence and assure the sale, conveyance, assignment, transfer and delivery by Seller to Assignee, as herein provided of all assets and rights covered hereby, as contemplated by the Asset Purchase Agreement and further described in the Sale Order, in accordance with sections 105, 363 and 365 of the Bankruptcy Code (as defined in the Asset Purchase Agreement).

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and the Sale Order, and in consideration of the premises, the transactions referred to above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms that are used but not defined in this Bill of Sale shall have the meaning ascribed to such terms in the Asset Purchase Agreement.
2. Assignment. Seller hereby unconditionally and irrevocably sells, conveys, assigns, transfers and delivers to Assignee and its successors and assigns good, indefeasible and marketable title to the Acquired Assets (other than the Assigned Contracts and the Acquired IP Assets), free and clear of all Encumbrances to the maximum extent permissible under Sections 363(f) of the Bankruptcy Code, which are hereby sold, conveyed, assigned transferred and/or delivered unto Assignee and its successors and assigns to its and their own use and behalf, forever.
3. Binding Effect; Assignment; No Third Party Beneficiaries. As used herein, the term Assignee shall include any successor or assignee thereof in accordance with the terms of the Asset Purchase Agreement. Nothing expressed or implied herein is intended to confer upon any person, other than Assignee and its respective successors and assigns, any rights, remedies, obligations or liabilities under this Bill of Sale. For the avoidance of doubt,

Assignee may assign this Bill of Sale or all or any portion of its rights hereunder to one or more Affiliates of Assignee.

4. Governing Law. This Bill of Sale will be governed by and construed under the laws of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other law.

5. Construction. This Bill of Sale is delivered pursuant to and is subject to the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Bill of Sale, the terms of the Asset Purchase Agreement shall prevail.

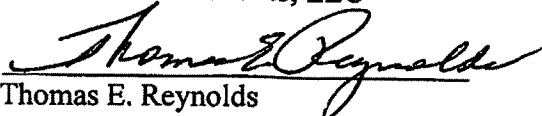
6. Facsimile; PDF. Delivery of an executed signature page of this Bill of Sale by facsimile or portable document format (PDF) shall be effective as delivery of a manually executed counterpart hereof.

7. Section Titles. The titles of the sections of this Bill of Sale are for convenience only and will not in any way affect the interpretation of any section or of the Bill of Sale itself.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed and delivered as of the date first above written.

THOMAS E. REYNOLDS as Chapter 7 Trustee of
the Estate of Summit Products, LLC

By: 
Name: Thomas E. Reynolds
Title: Chapter 7 Trustee

[Signature page to Bill of Sale]

TRADEMARK
REEL: 005317 FRAME: 0957

SUMMIT
TRADEMARKS

No.	Matter Name	Serial No.	Filing Date	Reg/Patent	Issue Date
1.	Zillionz	76/672,767	2/15/2007	3,462,868	7/8/2014
2.	Summit	76/678,659	6/25/2007	3,510,380	10/7/2008
3.	Toys With a Twist	76/678,658	6/25/2007	3,510,379	10/7/2008
4.	Garden Girlz	76/672,755	2/15/2007	3,572,981	2/10/2009
5.	YOUNIVERSE	76/557,920	10/23/2003	2,967,934	7/12/2005
6.	MotoHeadz	76/692,558	9/3/2008	3,680,137	9/8/2009
7.	What Are You Saving For	76/696,869	4/15/2009	3,703,921	11/3/2009
8.	Backyard Safari	76/652,208	12/20/2005	3,241,068	5/15/2007
9.	Convert Force	85/620,153	5/8/2012	4,440,963	11/26/2013
10.	Test Pilot	76/709,589	8/1/2011	4,237,926	11/6/2012
11.	Boom Blasters	76/652,209	12/20/2005	3,407,675	4/8/2008