

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM311301

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Toy Splash LLC		04/24/2014	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Online Stores, Inc.		
<b>Street Address:</b>	1000 Westinghouse Drive		
<b>Internal Address:</b>	Suite 1		
<b>City:</b>	New Stanton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15672		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3280677	TOYSPLASH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	412-394-2450		
<b>Email:</b>	ahershey@clarkhill.com		
<b>Correspondent Name:</b>	J. Alexander Hershey		
<b>Address Line 1:</b>	One Oxford Centre		
<b>Address Line 2:</b>	301 Grant Street, 14th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	ONLINE STORES/TOY SPLASH		
<b>NAME OF SUBMITTER:</b>	J. Alexander Hershey		
<b>SIGNATURE:</b>	/J. Alexander Hershey/		
<b>DATE SIGNED:</b>	07/21/2014		
<b>Total Attachments: 6</b>			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Agreement*") is made effective as of the 24 day of April 2014, by and among Toy Splash, LLC, an Arizona limited liability company doing business as ToySplash.com (the "*Seller*") and each of Mark Heitz and Stephen Heitz, who comprise all of the members of Seller (collectively, the "*Members*", and together with the Seller collectively referred to herein as, the "*Assignors*"), and Online Stores, Inc., a Pennsylvania corporation (the "*Assignee*"). Terms used herein and not otherwise defined herein have their respective meanings as set forth in the Asset Purchase Agreement, dated as of April 24, 2014 (the "*Asset Purchase Agreement*"), by and between Assignors and Assignee.

W I T N E S S E T H:

WHEREAS, Assignors and Assignee are parties to the Asset Purchase Agreement and pursuant and subject to the Asset Purchase Agreement, Assignors agreed to sell, assign and transfer to Assignee all Proprietary Rights (as defined in the Asset Purchase Agreement) that are owned, leased, licensed or possessed by Assignors and used in the operation of Assignors' Business, including the domain name [www.toysplash.com](http://www.toysplash.com) and the names "ToySplash", "ToySplash.com" and all derivatives thereof (collectively, the "*Intellectual Property*"); and

WHEREAS, the parties now desire to effectuate the assignment and assumption of the Intellectual Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration paid to the Assignor, by the Assignee, receipt whereof is hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Assignment and Assumption. Assignors hereby assign to Assignee, and Assignee hereby assumes, the Intellectual Property, which is itemized in *Schedule A* hereto, together with the goodwill of the businesses associated therewith and, where relevant, symbolized thereby; provided, however, in accordance with the Asset Purchase Agreement, the Domain Name "www.ToySplash.com" (the "Domain Name") is hereby exclusively licensed to the Assignee until the payment of Payment Seven, at which time the Domain Name "www.ToySplash.com" is hereby transferred, assigned and conveyed to the Assignee by this Agreement without any further action required by the parties hereto. Assignors further hereby represent and warrant that the items listed in *Schedule A* constitute a full and complete listing of all Intellectual Property currently owned by Assignors and the Domain Name shall remain free and clear of all liens and encumbrances and shall not be otherwise assigned, transferred or conveyed except in accordance with the Asset Purchase Agreement. Assignee, by this Agreement and in accordance with the terms of the Asset Purchase Agreement, shall become entitled to all rights, titles, obligations and interests of Assignors in and to the Intellectual Property as if Assignee were the original party thereto or owner thereof.
2. No Liabilities Assumed. Assignee assumes no liability or obligation with respect to, and Assignors each retain full and complete responsibility for, and full obligation and liability in respect of, all indebtedness, obligations, claims and other liabilities (direct or indirect, known or unknown, choate or inchoate, absolute or contingent) of whatever nature of Assignors not specifically assumed by Assignee herein including, without limitation, any liabilities or obligations, tax or otherwise, imposed on or incurred by Assignors as a result of the transactions contemplated herein.
3. Other Proprietary Rights. To the extent that Assignors own any Intellectual Property that is not listed in *Schedule A*, Assignors hereby sell, convey and transfer each of their respective worldwide right, title and interest in, to and under that remaining Intellectual Property, together with the goodwill of the Business associated therewith and which is symbolized thereby, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made.


4. Conflict. This Agreement is made subject to and with the benefit of the representations, warranties and other provisions of the Asset Purchase Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement or constitute a waiver or release by any party of any liabilities imposed on another party by the terms of the Asset Purchase Agreement, including, without limitation, the representations and warranties contained therein, which shall not merge into but shall survive this Agreement and continue in full force and effect for the applicable periods in the Asset Purchase Agreement. In the event that any provision of this Agreement is construed to conflict with any provision of the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed controlling.
5. Additional Documents. Assignors shall execute and/or obtain such further documents, including without limitation any consents, waivers or assignments, and perform such further acts, as may be reasonably necessary to transfer and convey the Intellectual Property to Assignee, pursuant to the terms contained in the Asset Purchase Agreement, and to otherwise comply with the terms of this Agreement and consummate the transactions contemplated hereby.
6. Waiver. Waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
7. Notices. All notices made pursuant to this Agreement shall be in writing and shall be sufficiently served when delivered personally to the party to be notified or sent by certified mail to the last known address, as determined by using due diligence, of the party to be notified.
8. Assignment. The parties may not assign their rights under this Agreement without the express written consent of the other party. Any assignment in violation of this provision is void and without effect. This Agreement shall bind and shall inure to the benefit of the respective parties and their permitted assigns, transferees and successors.
9. Modification. This Agreement may not be modified, altered, amended, or otherwise changed except by a written instrument executed by each of the parties.
10. Section Headings. Section headings have been inserted in this Agreement for convenience of reference only. If there is any conflict between such headings and the text of this Agreement, the text shall control.
11. Severability. In the event that any provision of this Agreement is declared to be illegal or invalid, only such provision shall be affected. This Agreement shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.
12. Applicable Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.
13. Venue. In the event that any legal proceeding is commenced or arises out of this Agreement, said legal action shall be commenced and filed in the state court having jurisdiction over Allegheny County, Pennsylvania or in the United States District Court for the Western District of Pennsylvania.
14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.


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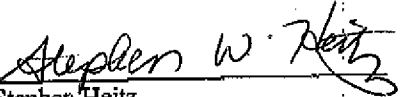
IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intellectual Property as of the date first above written.

ASSIGNORS:

TOY SPLASH, LLC, d/b/a TOYSPLASH.COM

By:   
Name: MARK HEITZ  
Title: MAJORITY OWNER

  
Mark Heitz

  
Stephen Heitz

ASSIGNEE:

ONLINE STORES, INC.

By: \_\_\_\_\_  
Name: Kevin Hickey  
Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

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IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intellectual Property as of the date first above written.

**ASSIGNORS:**

TOY SPLASH, LLC, d/b/a TOYSPLASH.COM

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Mark Heitz

\_\_\_\_\_  
Stephen Heitz

**ASSIGNEE:**

ONLINE STORES, INC.

By: Kevin Hickey  
Name: Kevin Hickey  
Title: Chief Executive Officer

*[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]*

**TRADEMARK**  
**REEL: 005326 FRAME: 0346**

**SCHEDULE A**

ToySplash Trademark RN 3280677

All original artwork including the logo, Web site designs, ad campaign creative, promotional materials, and original photography, (excluding images created and owned by manufacturers, distributors, and outside vendors).

Copyright to all original content on the Web site including product descriptions, blog posts, sales and promotional material.

Social media accounts for Facebook, Twitter, Google+, Pintrest and Instagram.

Additional supporting domain names including:

animalpoolfloats.com  
animalpoolrafts.com  
animalpooltoys.com  
babypooltoy.com  
beachtoysplash.com  
pooltoysplash.com  
springbreakpooltoys.com  
toy-splash.com  
toysplash.biz  
toysplash.com  
toysplash.info  
toysplash.net  
toysplash.org  
toysplash.tv  
wwtoysplash.com  
wwwtoysplash.com

Toll-free number 800-998-6977, which using alpha characters spells 800-99 TOYSP[ASH].



United States Patent and Trademark Office

Trademark Electronic Search System (TESS)

TOYSPLOASH > Trademark Electronic Search System (TESS)

TESS was last updated on 09-Apr-2010 09:07 AM

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Record 1 out of 1

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# TOYSPLOASH

**Word Mark**  
**Goods and Services**  
 Standard Characters, Claimed  
 Mark Drawing Code  
 Serial Number  
 Filing Date  
 Current Basis  
 Original Filing Basis  
 Published for Opposition  
 Registration Number  
 Registration Date  
 Owner  
 Attorney of Record  
 Type of Mark  
 Register  
 Affidavit Text  
 Live/Dead Indicator

**TOYSPLOASH**  
 TOYSPLOASH  
 A. STRAIGHTED CYCLOPOTTER MARK  
 7058795  
 August 02, 2005  
 1A  
 2D  
 1467, 20, 2005  
 02,05,07  
 August 14, 2007  
 REGISTRANT: Toy Splash, LLC, UNITED STATES COMPANY ADDRESS: 170 4015 Park Street Pleasanton, CA 94566  
 Name Of M. Spain  
 SERVICE MARK  
 PERCEPTUAL  
 SECT 9: SERV  
 LIVE

1 of 1 pages of this record. Previous & subsequent pages may be viewed by clicking on the page numbers below.