

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Art Stone Theatrical Corp.		06/30/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Art Stone, Inc.		
Street Address:	155 N. Wacker Drive, Suite 4150		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2836527	ART STONE	
Registration Number:	1333256		
Registration Number:	2876155	COSTUMES ON DEMAND	
Registration Number:	3642681	DANCE SUPPLIES ON DEMAND	
Registration Number:	3927080	HIP HOP NUTCRACKER	
Registration Number:	1205501	LA MENDOLA	
Registration Number:	4489014	LIKE NO OTHER COSTUME COMPANY IN THE WOR	
Registration Number:	2773396	PROFESSIONAL PLATTER TUTU	
Registration Number:	2758280	TEACHER'S CHOICE AWARD	
Registration Number:	1886139	THE COMPETITOR	
Registration Number:	3205308	THE PETITE PLATTER TUTU	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
		TRADEMARK	

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ATTORNEY DOCKET NUMBER:	28653-44 RMP
NAME OF SUBMITTER:	Renee M. Prescan
SIGNATURE:	/Renee M. Prescan/
DATE SIGNED:	07/22/2014
Total Attachments: 5 source=Art Stone Trademark Assignment_Rev#page1.tif source=Art Stone Trademark Assignment_Rev#page2.tif source=Art Stone Trademark Assignment_Rev#page3.tif source=Art Stone Trademark Assignment_Rev#page4.tif source=Art Stone Trademark Assignment_Rev#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into as of June 30, 2014 and made effective as of July 1, 2014 ("Effective Date") by and between Art Stone Theatrical Corp., a corporation organized under the laws of New York, with an address of 1795 Express Dr. N., Smithtown, New York 11787 ("Assignor"), in favor of Art Stone, Inc., a corporation organized under the laws of Delaware, with an address of 155 N. Wacker Drive, Suite 4150, Chicago, IL 60606 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark applications and registrations set forth on Schedule A and all common law and other rights, worldwide, in and to the trademarks that are the subject of such applications and registrations (such rights, collectively, the "Trademarks").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of even date herewith, by and between Art Stone, Inc., a Delaware corporation, Art Stone Theatrical Corp., a New York corporation, Dance Olympus-America Inc., a New York corporation and Ashley Manufacturing, Inc., a Georgia Corporation and, for purposes of Section 6.6 and Article 7 thereof only, Art Stone, Nancy Stone and Ashley Stone (the "APA"), Assignor has agreed to assign to Assignee the Trademarks; and

WHEREAS, subject to the terms and conditions of this Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to receive, all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, together with (i) all registrations, applications, renewals and extensions thereof, (ii) all licenses for the use of any of the foregoing, (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringement, violation, or dilution thereof, (iv) all rights to sue for past, present, and future infringement, violation, or dilution of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (v) all tangible embodiments and copies of any of the foregoing and all books and records pertaining to any of the foregoing, in each case any form or medium, (vi) all rights corresponding to any of the foregoing throughout the world, and (vii) the right to assign the rights conveyed herein, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

3. At the reasonable request of Assignee, Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents (including, without limitation, any version of an assignment as may be necessary for filing with an intellectual property office in any jurisdiction) and perform such further acts, as may be necessary or desirable to convey, transfer, assign and deliver to, and consolidate,

vest and record in Assignee, full ownership of the Trademarks and other rights conveyed herewith or as may be necessary to evidence the same.

4. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

5. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of assignment of any particular item of the Trademarks as effected hereby shall not affect the assignment of other assigned Trademarks.

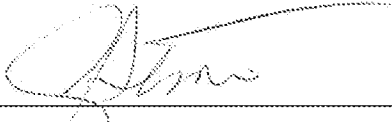
7. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (“.pdf”) signature and such facsimile or .pdf signature shall be deemed an original.

8. Nothing herein shall limit or modify in any way the transactions contemplated by, or the other matters addressed in, the APA.

[Signatures to follow]

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first written above.

ART STONE THEATRICAL CORPORATION
(Assignor)

By: 
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignee has duly executed this Assignment as of the date first written above.

ART STONE, INC.
(Assignee)

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first written above.

ART STONE THEATRICAL CORP.
(Assignor)

By: _____

Name: Art Stone

Title: President

IN WITNESS WHEREOF, Assignee has duly executed this Assignment as of the date first written above.

ART STONE, INC.
(Assignee)

By:  _____

Name: Chaoran Jin

Title: Vice President

Schedule A
Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date
ART STONE	78/224158	3/11/03	2836527	4/27/14
CLOWN FACE Design	73/425062	5/9/83	1333256	4/30/15
COSTUMES ON DEMAND	76/447948	9/9/02	2876155	8/24/14
DANCE SUPPLIES ON DEMAND	77/599657	10/24/08	3642681	6/23/19
HIP HOP NUTCRACKER	77/810380	8/21/09	3927080	3/1/11
LA MENDOLA	73/190030	10/20/78	1205501	8/17/82
LIKE NO OTHER COSTUME COMPANY IN THE WORLD	85/597261	4/13/12	4489014	2/25/14
PROFESSIONAL PLATTER TUTU	76/462390	10/11/02	2773396	10/14/03
TEACHER'S CHOICE AWARD	76/402165	5/1/02	2758280	9/2/03
THE COMPETITOR	74/466689	12/6/93	1886139	3/28/95
THE PETITE PLATTER TUTU	78/712521	9/14/05	3205308	2/6/07