

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MS Ventures, LLC		06/21/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MerchSource, LLC		
Street Address:	19517 Pauling		
City:	Foothill Ranch		
State/Country:	CALIFORNIA		
Postal Code:	92610		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3473563	BLUE HAT TOY COMPANY	
CORRESPONDENCE DATA			
Fax Number:	8183324205		
<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:	8184888141		
Email:	TMDocketing@eclipsegrp.com		
Correspondent Name:	Jennifer H. Hamilton		
Address Line 1:	The Eclipse Group LLP		
Address Line 2:	6345 Balboa Blvd., Bldg. IV, Suite 190		
Address Line 4:	Encino, CALIFORNIA 91316		
ATTORNEY DOCKET NUMBER:	MS14003USUTM		
NAME OF SUBMITTER:	Jennifer H. Hamilton		
SIGNATURE:	/Jennifer H. Hamilton/		
DATE SIGNED:	10/09/2014		
Total Attachments: 2			
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ASSIGNMENT

This Assignment ("Assignment") shall be effective as October 31, 2011 ("Effective Date") by and between:

MS Ventures, LLC, a California Limited Liability Company, having a principal place of business at 19517 Pauling, Foothill Ranch, CA 92610 (formerly MerchSource, LLC, a California Limited Liability Company) ("MS Ventures"); and

MerchSource, LLC, a Delaware Limited Liability Company, having a principal place of business at 19517 Pauling, Foothill Ranch, CA 92610 ("MS Delaware").

1.0 BACKGROUND

1.1 MerchSource, LLC, a California Limited Liability Company, amended its corporate name to MS Ventures, LLC effective October 27, 2011. A copy of the Certificate of Amendment evidencing the name change is attached as Exhibit A.

1.2 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MS Ventures contributed all its assets, including intellectual property assets, attached hereto as Schedules A-I, pursuant to an Asset Contribution Agreement between MS Ventures and MS Delaware dated October 31, 2011.

1.3 MS Ventures is executing this Assignment to record the transfer of intellectual property rights from MS Ventures to MS Delaware with all the respective intellectual property offices. The assets transferred are identified in Schedules A-I attached to this Assignment.

2.0 ASSIGNMENT

2.1 Pursuant to the Asset Contribution Agreement, MS Ventures sold, assigned and transferred and does hereby sell, assign and transfer to MS Delaware its entire worldwide right, title, and interest in and to all intellectual property assets owned by MS Ventures as of the Effective Date of the Asset Contribution Agreement, which shall include, but not be limited to, those properties set forth on Schedules A-I listed below:

Schedule A – Trademarks;

Schedule B – Issued Design Patents;

Schedule C – Pending Design Patent Applications (Separately paginated for redaction purposes);

Schedule D – Utility Patent Applications (separately paginated for redaction purposes);

Schedule E – Copyright Registrations;

Schedule F – Chinese Trademarks;

Schedule G – Canadian Trademarks;

Schedule H – Chinese Issued Design Patents; and

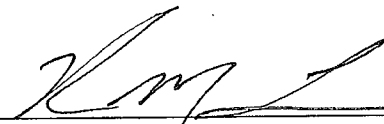
Schedule I – Chinese Pending Design Patent Applications (separately paginated for redaction purposes)

2.2 The transfer of intellectual property assets set forth in Section 2.1 above, shall include, but not be limited to, all right, title and interest in and to any United States or foreign patents, trademarks, trade names, trade dress, service marks, logos, copyrights, and domain names, including all pending or issued applications, registrations and common law rights relating thereto, and all of the goodwill related to or associated therewith other intellectual property, owned by MS Ventures as of the Effective Date of the Asset Contribution Agreement, together with the right to sue, enjoin, and recover damages for any and all past infringements.

The terms, covenants and provisions of this Assignment shall inure to the benefit of MS Delaware, its successors, assigns and other legal representatives, and shall be binding upon MS Ventures, MS Venture's heirs, legal representatives and assigns.

MS Ventures, LLC

Date 6/21/12

By 
Name: Kirk McLean
Title: Member