

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319915

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|---|--|-----------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sansuz, Inc. | | 10/03/2014 | CORPORATION: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | Bella Luna Toys | | |
| Street Address: | 3 Gordon Drive | | |
| City: | Rockland | | |
| State/Country: | MAINE | | |
| Postal Code: | 04841 | | |
| Entity Type: | CORPORATION: MAINE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3082793 | OOMPATOYS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 2073708107 | | |
| Email: | chelsea@opticliff.com | | |
| Correspondent Name: | Chelsea Callanan | | |
| Address Line 1: | 110 Marginal Way #154 | | |
| Address Line 4: | Portland, MAINE 04101 | | |
| ATTORNEY DOCKET NUMBER: | BELLA LUNA TOYS | | |
| NAME OF SUBMITTER: | Chelsea E Callanan | | |
| SIGNATURE: | /Chelsea E Callanan/ | | |
| DATE SIGNED: | 10/13/2014 | | |
| Total Attachments: 4 | | | |
| source=EXECUTED TM Assign-Bella Luna Toys#page1.tif | | | |
| source=EXECUTED TM Assign-Bella Luna Toys#page2.tif | | | |
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OP \$40.00 3082793

TRADEMARK ASSIGNMENT

In accordance with that certain Asset Purchase Agreement of near even date herewith (the "Agreement"), this TRADEMARK ASSIGNMENT is entered into between Sansuz, Inc., a Pennsylvania corporation, with a principal place of business at 974 Pine Road, Carlisle, PA (the "Assignor") and Bella Luna Toys, a Maine corporation, with a principal place of business at 3 Gordon Drive, Rockland, Maine (the "Purchaser").

WHEREAS, Assignor, is the owner of certain registered trademarks and common law trademarks, including those identified in Exhibit A1-TM attached to this Agreement (the "Trademarks"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration paid by the said Assignee in connection with the Asset Purchase and Sale Agreement between the parties dated October 3, 2014 (the "Agreement"), the receipt and sufficiency of which is hereby acknowledged:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (e) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. **Entire Agreement.** This Agreement in conjunction with the Agreement contains the entire understanding and agreement between the parties to this Agreement with respect to the Trademarks and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the Trademarks.

4. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

5. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. **Agreement to Perform Necessary Acts.** The parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement, with all resulting fees therefrom to be borne by Assignee.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Any signature delivered by a Party by facsimile or any other form of electronic transmission shall be deemed to be an original signature to this Agreement.

ASSIGNEE:

Bella Luna Toys

By: 
Name: Sarah Baldwin
Title: President

ASSIGNOR:

Sansuz, Inc.

By: _____
Name: Susan Klieman
Title: co-President/authorized officer

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ASSIGNEE:

Bella Luna Toys

By: _____

Name: Sarah Baldwin

Title: President

ASSIGNOR:

Sansuz, Inc.

By: Susan Klieman

Name: Susan Klieman

Title: co-President/authorized officer

EXHIBIT A1-TM

OOMPA – common law mark

OOMPA TOYS – common law mark & USPTO Registration No. 3082793

OOMPATOYS

| | |
|-----------------------------|--|
| Word Mark | OOMPATOYS |
| Goods and Services | IC 035, US 100 101 102, G & S: Online retail store featuring toys, FIRST USE: 19970107, FIRST USE IN COMMERCE: 20040500 |
| Standard Characters Claimed | |
| Mark Drawing Code | (4) STANDARD CHARACTER MARK |
| Serial Number | 75625676 |
| Filing Date | May 9, 2005 |
| Current Basis | 1A |
| Original Filing Basis | 1A |
| Published for Opposition | January 24, 2006 |
| Registration Number | 3082793 |
| Registration Date | April 18, 2006 |
| Owner | (REGISTRANT) Oompa Enterprises, Inc. CORPORATION CALIFORNIA 2838 S. Sepulveda Blvd. Los Angeles CALIFORNIA 90064 (LAST LISTED OWNER) SANSUZ, INC CORPORATION PENNSYLVANIA 874 PINE ROAD CARLISLE PENNSYLVANIA 17015 |
| Assignment Recorded | ASSIGNMENT RECORDED |
| Attorney of Record | Rebecca Finkenbinzer |
| Type of Mark | SERVICE MARK |
| Register | PRINCIPAL |
| Affidavit Text | SECT 15, SECT 9 (6-YR). |
| Live/Dead Indicator | LIVE |