

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327759

<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>
K & B Innovations, Inc.		12/17/2014	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shrinky Dinks Holdings, LLC		
<b>Street Address:</b>	10 Glenville Street, 1st Floor		
<b>Internal Address:</b>	c/o Propel Equity Partners		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06831		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1042382	SHRINKY DINKS	
<b>Registration Number:</b>	3935478	THE INCREDIBLE SHRINKY DINKS MAKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126436500		
<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>	2126437000		
<b>Email:</b>	pto@sillscummis.com		
<b>Correspondent Name:</b>	Kenneth R. Schacter		
<b>Address Line 1:</b>	101 Park Avenue, 28th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10178		
<b>ATTORNEY DOCKET NUMBER:</b>	08280070.000014		
<b>NAME OF SUBMITTER:</b>	Kenneth R Schachter		
<b>SIGNATURE:</b>	/Kenneth R Schachter/		
<b>DATE SIGNED:</b>	12/31/2014		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of December 17, 2014 (the "Effective Date"), is between K & B Innovations, Inc. a Wisconsin corporation having an address at P.O. Box 223, N78 W31401 Kilbourne Road, North Lake, Wisconsin 53064 (the "Assignor"), and Shrinky Dinks Holdings, LLC a Delaware limited liability company, having an address at c/o Propel Equity Partners, 10 Glenville Street, 1st Floor, Greenwich, Connecticut 06831 (the "Assignee").

WHEREAS, Assignor, Assignee, Betty Jean Morris, an individual and majority shareholder of Assignor, and Poof-Alex Holdings, LLC, a Delaware limited liability company, are parties to an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"); and

WHEREAS, Assignor is the owner of all of the right, title and interest, including all of the goodwill associated therewith, in and to certain trademarks, service marks, applications therefor and trade names, both registered and under common law used by Assignor in connection with its business, including those listed in Schedule A (collectively, the "Trademarks"); and

WHEREAS, Assignor agrees to assign, transfer and sell Assignor's entire right, title and interest in and to the Trademarks to Assignee; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for One Dollar (\$1.00) and other fair and good consideration, Assignor, as of the Effective Date, hereby assigns, transfers and sells to Assignee, its successors, and assigns, Assignor's entire worldwide right, title and interest in and to the Trademarks, including all of the goodwill associated therewith, as well as all renewals and extensions of rights thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement or any other causes of action related to any Trademark, and all rights corresponding thereto throughout the respective worldwide jurisdictions where Assignor holds rights in the Trademarks.

Assignor, as of the Effective Date, agrees to immediately cease using the Trademarks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

*[Signature Page Follows]*

WHEREFORE, Assignor has duly executed this Trademark Assignment on the date indicated below.

**ASSIGNOR:**

K & B INNOVATIONS, INC.

By: Betty J. Morris  
Name: Betty Jean Morris  
Title: ~~Chief Executive Officer~~  
President

Date: December 17, 2014

STATE OF Wisconsin

COUNTY OF Madison

On this 17th day of December, 2014, before me came Betty Jean Morris, who being by me duly sworn, did depose and say to me that she is the ~~Chief Executive Officer~~ of K & B Innovations, Inc. and that she signed her name hereto by authority of the Board of Directors of said corporation.

[Signature]  
Notary Public:

**SCHEDULE A****Trademarks**

<b><u>Trademark</u></b>	<b><u>Trademark Number</u></b>	<b><u>Registration Date</u></b>	<b><u>Jurisdiction</u></b>
Shrinky Dinks	2316286	9/25/2009	Argentina
Shrinky Dinks	905653	3/7/2002	Australia
Shrinky Dinks	824358830	9/27/2011	Brazil
Shrinky Dinks	281565	7/22/1983	Canada
Shrinky Dinks	3853743	1/28/2007	China
Shrinky Dinks	5729769	3/11/2008	European Community (CTM)
Shrinky Dinks	1678322	11/07/1991	France
Shrinky Dinks	300113264	11/19/2003	Hong Kong
Shrinky Dinks	IDM000043646	7/28/2005	Indonesia
Shrinky Dinks	195311	6/3/2008	Israel
Shrinky Dinks	2249919	7/30/1990	Japan
Shrinky Dinks	2003/15829	4/20/2006	Malaysia
Shrinky Dinks	1230682	7/29/2011	Mexico
Shrinky Dinks	115630	2/9/1984	Norway
Shrinky Dinks	42011500884	11/3/2011	Philippines
Shrinky Dinks	T0318607Z	7/20/2004	Singapore
Shrinky Dinks	81/09616	12/17/1981	South Africa
Shrinky Dinks	1112027	7/16/2004	Taiwan
Shrinky Dinks	1042382	6/29/1976	USA
Shrinky Dinks	1180092	8/5/2013	WIPO

The Incredible Shrinky Dinks Maker	3935478	3/22/2011	USA
EZEE Shrinks	2477013	6/13/2008	United Kingdom