

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339648

|   |  |                       |  |
|---|--|-----------------------|--|
| <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>                       |
| MZB IMAGINATION LLC   |  | 05/21/2014            | LIMITED LIABILITY COMPANY: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | MY IMAGINATION LLC                                 |                       |  |
| <b>Street Address:</b>  | 2850 Coolidge Highway                              |                       |  |
| <b>City:</b>  | Berkley  |                       |  |
| <b>State/Country:</b>   | MICHIGAN   |                       |  |
| <b>Postal Code:</b>   | 48072  |                       |  |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: UNITED STATES           |                       |  |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 1314537  | PC                    |  |
| <b>Registration Number:</b>   | 1316905  | PIERRE CARDIN         |  |
| <b>Registration Number:</b>   | 1316906  | PIERRE CARDIN         |  |
| <b>Registration Number:</b>   | 2926571  | BALLPOINT             |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 2483983553   |                       |  |
| <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>   | 248-398-5209                                       |                       |  |
| <b>Email:</b>   | sun@zendesigngroup.com                             |                       |  |
| <b>Correspondent Name:</b>  | Sun Yu   |                       |  |
| <b>Address Line 1:</b>  | 2850 Coolidge Highway                              |                       |  |
| <b>Address Line 4:</b>  | Berkley, MICHIGAN 48072                            |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Sun Yu   |                       |  |
| <b>SIGNATURE:</b>   | /sun yu/   |                       |  |
| <b>DATE SIGNED:</b>   | 04/28/2015   |                       |  |
| <b>Total Attachments: 5</b>   |  |                       |  |
| source=TrademarkAssignment-USPTO#page1.tif  |  |                       |  |
| source=TrademarkAssignment-USPTO#page2.tif  |  |                       |  |

OP \$115.00 1314537

source=TrademarkAssignment-USPTO#page3.tif

source=TrademarkAssignment-USPTO#page4.tif

source=TrademarkAssignment-USPTO#page5.tif

ASSIGNMENT OF TRADEMARKS

**Trademark Assignment**

This Trademark Assignment, effective as of May 21, 2014 (the "Effective Date"), is between MZB IMAGINATION LLC, a New York limited liability company with an office and principal place of business located at 29-76 Northern Boulevard, 4th Floor, Long Island City, New York 11101 ("Assignor"), and MY IMAGINATION LLC, a Michigan limited liability company having an office and principal place of business at 2850 Coolidge Highway, Berkley, Michigan 48072 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the trademarks set forth on Schedule A annexed hereto (the "Marks"); and the goodwill associated with the Marks, and desires to assign, transfer and sell to Assignee the Marks and the goodwill associated therewith; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, as of the Effective Date, hereby assigns, transfers and sells to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Marks, the goodwill associated with the Marks, as well as any renewals thereof, solely with respect to the Marks, all royalties, damages, and payments now or hereafter due or payable, all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights, including the goodwill, corresponding thereto throughout the respective countries where Assignor holds rights in the Marks.

Assignor, as of the Effective Date, agrees to immediately cease using the Marks 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.

This Trademark Assignment is executed and delivered pursuant to the terms of that certain Asset Purchase Agreement dated May 21, 2014 between Transferor and Transferee (the "Purchase Agreement"). Nothing contained herein shall be deemed in any way to supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, exceptions, disclosures, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement, and, to the extent of any ambiguity or conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment this 21<sup>st</sup> day of May, 2014.

MZB IMAGINATION LLC

By: 

Name: Bernard Meinelstein

Title:

**Schedule A**  
**To Trademark Assignment**

| Mark             | Country | Class  | Reg. No./<br>App. No.     | Goods   |
|------------------|---------|--------|---------------------------|---|
| AQUA ART         | U.S.    | 16     | 3660125                   | Class 16: crayons   |
| BALLPOINT        | U.S.    | 16     | 2926571                   | writing instruments, namely pencils and mechanical pencils  |
| BALLPOINT PENCIL | U.S.    | 16     | 85/056017<br>Reg# 3916654 | Class 16: writing instruments, namely pencils and mechanical pencils  |
| RIO              | Korea   | 16     | 639953                    | Ballpoint pens, ink refills for pens, rollerball pens and refills, mechanical pencils and refills, and non-mechanical pencils |
| RIO              | Japan   | 16     | 4892216                   | Writing implements, other stationary and materials  |
| GIGA BUBBLES     | U.S.    | 28     | 3,524,650                 | BUBBLE MAKING TOYS, NAMELY, BUBBLE MAKING WANDS, BLOWERS, GUNS, SQUIRTERS AND BUBBLE MAKING SOLUTION                          |
| INSTAMOTION      | U.S.    | 16, 21 | 85916249                  | 016: Binders; Blank journals; Customizable journal books; Folders; Greeting cards; Invitation cards; Notebooks; Paper         |

| Mark                            | Country     | Class | Reg. No./<br>App. No.                     | Goods   |
|---------------------------------|-------------|-------|---|---|
|                                 |             |       |   | napkins; Printed<br>invitations<br><br>021: Paper plates and<br>paper cups  |
| PANACHE                         | Japan       | 16    | 4892217                                   | Writing instruments<br>and other stationary<br>materials  |
| PANACHE                         | South Korea | 16    | 639954                                    | pens  |
| SPRAYART                        | U.S.        | 16    | Appl<br>78/628984<br><br>Reg<br>4,132,388 | #(INT. CL. 16)<br>WRITING,<br>MARKING AND<br>#DRAWING<br>INSTRUMENTS,<br>NAMELY, PENS<br>AND MARKERS;<br>INSTRUMENTS FOR<br>SPRAYING,<br>AIRBRUSHING AND<br>MARKING PAPER,<br>STENCILS AND<br>OTHER OBJECTS,<br>NAMELY, INK<br>MARKERS AND<br>AIRBRUSHING<br>MARKERS INTO<br>WHICH THE INK<br>MARKER IS<br>INSERTED;<br>ALLSOLD AS A KIT<br>FOR CHILDREN'S<br>ARTS AND CRAFTS<br>PROJECTS |
| SPRAY ART                       | Canada      | 16    | Reg # 773247<br>Appl<br>1,251,709         | Writing, marking and<br>#drawing instruments  |
| THE UNSTOPPABLE<br>GIGA BUBBLES | U.S.        | 28    | 3,524,653                                 | BUBBLE MAKING<br>TOYS, NAMELY,  |

2449050 v1 Initial Trademark Assignment - MZB Imagination to MY Imagination

| Mark            | Country | Class | Reg. No./<br>App. No. | Goods  |
|-----------------|---------|-------|-----------------------|--|
| (stylized logo) |         |       |                       | BUBBLE MAKING<br>WANDS, BLOWERS,<br>GUNS, SQUIRTERS<br>AND BUBBLE<br>MAKING<br>SOLUTION  |
| ZOMBIE NATION   | U.S.    | 16    | 85859479              | Adhesive tapes for<br>stationery or<br>household purposes;<br>Binders; Customizable<br>journal books; Diaries;<br>Drawing rulers;<br>Erasers; Folders;<br>Notebooks; Pen and<br>pencil cases; Pencil<br>sharpeners; Pencils;<br>Pens; Stickers |

2449050 v1 Initial Trademark Assignment - MZB Imagination to MY Imagination