

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Patch Products, Inc.		09/10/2014	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Patch Products, LLC		
Street Address:	1400 E Inman Pkwy		
City:	Beloit		
State/Country:	WISCONSIN		
Postal Code:	53511		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2958708	TOSS UP!	
Registration Number:	3704145	PATCH PALS CLUB	
CORRESPONDENCE DATA			
Fax Number:	6083628178		
<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:	414 313-9666		
Email:	paulk@patchproducts.com		
Correspondent Name:	Paul E Kritzer		
Address Line 1:	1400 E Inman Pkwy		
Address Line 4:	Beloit, WISCONSIN 53511		
NAME OF SUBMITTER:	Paul E Kritzer		
SIGNATURE:	/Paul E Kritzer/		
DATE SIGNED:	05/06/2015		
Total Attachments: 10			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of September 10, 2014 (the "Effective Date") by Patch Products, Inc., a Wisconsin corporation (the "Assignor"), for the benefit of Patch Products, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor, Patch Canada Corporation, the Assignee and the Stockholders party thereto have entered into that certain Asset Purchase Agreement dated as of September 10, 2014 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignor's right, title and interest in and to the trademarks, service marks, and registrations and applications therefor, that are set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to record and perfect the rights granted herein. Notwithstanding anything in the foregoing to the contrary, Assignee hereby agrees that Assignor shall have the right to assert that Assignor was the owner of the Marks, and that Assignor retains all defenses and counterclaims with respect to the period prior to the Closing in connection with conducting any defense (including making counterclaims) in respect of any third party claims made against Assignor arising from or related to the Marks.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Marks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

6. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

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

PATCH PRODUCTS, INC.

By: *Francis W. Patch*
Name: Francis W. Patch
Title: Authorized Person

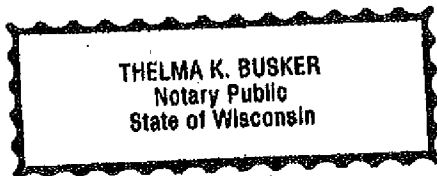
STATE OF WI, COUNTY OF Rock

The foregoing instrument was acknowledged before me this 10th day of September, 2014, by FRANCIS W. PATCH, the CHAIRMAN of PATCH PRODUCTS ^{INC. AN} OFFICE, on behalf of said company. He/she is personally known to me or produced DRIVERS LICENSE as identification.

Thelma Busker
Notary Public

Thelma Busker
Typed, printed or stamped name of Notary Public

My Commission Expires: September 14, 2014



[Signature page to Trademark Assignment Agreement]

SCHEDULE A

Jurisdiction	Mark	Application No.	Filing Date	Reg. No	Reg. Date
United States	100 Wacky Things	85215837	01/12/11	4147452	05/22/12
United States	5 Second Rule	77850326	10/16/09	3846453	09/07/10
United States	3D Floor Puzzle	85021688	04/23/10	4010622	08/09/11
United States	Big Deal	75837348	11/01/99	2443503	04/10/01
United States	Big Little Games	85325177	05/19/11	4169137	07/03/12
United States	Bouncy Bop	86112636	11/07/13	4594485	08/26/14
United States	Buzzword	76397384	04/18/02	2776634	10/21/03
United States	Chain Letters	85831061	01/24/13	4372595	07/23/13
United States	Choo-Choo Training	78398186	04/07/04	2940127	04/12/05
United States	Design 'n' Doodle	85200133	12/16/10	4154928	06/05/12
United States	Easter Egg-tivities	85609711	04/26/12	4329388	04/30/13
United States	Eaton Dedd	85796179	12/06/12	4433864	11/12/13
United States	Farkle Flip	86118670	11/14/13	4563450	07/08/14
United States	Farkle Frenzy	85088895	07/20/10	4032573	09/27/11
United States	Farkle the Classic Dice-Rolling, Risk-Taking Game (with design)	85264185	03/11/11	4137725	05/08/12
United States	Farkle Around	85775033	11/08/12	4423053	10/22/13
United States	Farkle nano	85831087	01/24/13	4346941	06/04/13
United States	Find Your Inner Monkey	85831104	01/24/13	4469068	01/21/14
United States	Finger Flickin'	85570597	03/15/12	4339789	05/21/13
United States	Flash & Furious	85421013	09/13/11	4223117	10/09/12
United States	Flip Flop	86276143	05/08/14		
United States	Go Ape!	77358310	12/21/07	3644375	06/23/09
United States	Go Oink!	85796133	12/06/12		
United States	Imperial	78158154	08/27/02	2867815	07/27/04
United States	Ima Bananerd	85796163	12/06/12	4433863	11/12/13
United States	I See Three!	77358284	12/21/07	3528875	11/04/08
United States	Know It or Blow It!	85271985	03/21/11	4041869	10/18/11
United States	Lauri	73713623	02/29/88	1519949	01/10/89
United States	Locktagons	85271984	03/21/11	4038685	10/11/11
United States	Long Sock Silver	85796185	12/06/12	4433863	11/12/13
United States	Love It! Hate It!	85066999	06/19/10	4119159	03/27/12
United States	Love the Book, Live the Game	85093377	07/27/10	4132554	04/24/12
United States	Magenta Beetsch	85796217	12/06/12	4419879	10/15/13
United States	Make-A-Saurus	77960787	03/17/10	3963145	05/17/11

United States	Malarky	75253909	03/07/97	2495210	10/09/01
United States	Mighty Monkey	77837964	09/30/09	3842965	08/31/10
United States	Million Minute Family Challenge	77589844	10/09/08	3653811	07/14/09
United States	Mirari	85763588	10/25/12	4423019	10/22/13
United States	M.O.N.K.	85796206	12/06/12	4419878	10/15/13
United States	Monkey Up	85921639	05/02/13		
United States	MYPAD	85446909	10/13/11	4318034	04/09/13
United States	myPhone	86118634	11/14/13		
United States	Odd Jobs	85752922	10/12/12	4492100	03/04/14
United States	Patch – design only, with colors	77401279	02/20/08	3571593	02/10/09
United States	Patch – design only, without colors	77401273	02/20/08	3571592	02/10/09
United States	Patch with design	74599575	11/16/94	1969515	04/23/96
United States	Patch Pals Club	77491451	06/05/08	3704145	11/03/09
United States	Perfect Sense	77358266	12/21/07	3517976	10/14/08
United States	Planet Sock Monkey	85733576	09/20/12	4429835	11/05/13
United States	Pop! Pop! Piano	85796340	12/06/12	4419881	10/15/13
United States	PuzzlePatch	74567402	08/29/94	1911571	08/15/95
United States	PuzzlePatch Sharp Puzzles	75104119	05/14/96	2109922	10/28/97
United States	Revere	78167343	09/24/02	3002513	09/27/05
United States	Shizzle	85831026	01/24/13	4372594	07/23/13
United States	Sneaky Puzzles	76309136	09/05/01	2681823	01/28/03
United States	Star Harmonkey	85796155	12/06/12	4419877	10/15/13
United States	Stir'em Up!	77850313	10/16/09	3920788	02/15/11
United States	SWAP!	78153626	08/13/02	2747288	08/05/03
United States	Swivel	85200509	12/17/10	4154929	06/05/12
United States	Tales to Play	85091494	07/23/10	4119209	03/27/12
United States	Tastes Like Chicken	77358279	12/21/07	3517977	10/14/08
United States	Toss Up!	78363610	02/06/04	2958708	05/31/05
United States	Wee Keys	85796324	12/06/12	4419880	10/15/13
United States	What's Yours Like?	78949487	08/10/06	3337410	11/13/07
United States	Wind-Up Egg Pals	86135895	12/05/13		
United States	Wooly Willy	76483076	01/14/03	2773503	10/14/03
United States	Word Shout	77868618	11/09/09	3917926	02/08/11
United States	Yakity-Yak	77844079	10/08/09	3917848	02/08/11
United States	Zig-Zag Xylo Train	85381174	07/26/11	4325107	04/23/13

International Trademarks

ASSET PURCHASE AGREEMENT

by and among

PATCH PRODUCTS, LLC

PATCH PRODUCTS, INC.,

PATCH CANADA CORPORATION,

FRANCIS W. PATCH,

**FRANCIS W. PATCH AND JACQUELYN L. PATCH, AS CO-TRUSTEES
OF THE PATCH REVOCABLE TRUST CREATED U/T/D NOVEMBER 29, 1995,**

**FRANCIS W. PATCH AND JACQUELYN L. PATCH, AS CO-GRANTORS
OF THE PATCH REVOCABLE TRUST CREATED U/T/D NOVEMBER 29, 1995,**

BRYCE L. PATCH and

BRIAN P. MAXWELL

Dated as of September 10, 2014

21859/19

09/10/2014

**TRADEMARK
REEL: 005510 FRAME: 0951**

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of September 10, 2014 by and among Patch Products, LLC, a Delaware limited liability company (the "Buyer"), Patch Products, Inc., a Wisconsin corporation (the "Seller"), Patch Canada Corporation, a Nova Scotia unlimited liability company and a wholly-owned indirect subsidiary of the Seller ("Seller Sub", and collectively with the Seller, the "Sellers"), Francis W. Patch ("F. Patch"), F. Patch and Jacquelyn L. Patch in their capacity as the co-trustees of the Patch Revocable Trust created u/t/d November 29, 1995 ("Patch Trustees"), F. Patch and Jacquelyn L. Patch in their capacity as the co-grantors of the Patch Revocable Trust created u/t/d November 29, 1995 ("Patch Grantors"), Bryce L. Patch ("B. Patch", and together with F. Patch, the Patch Trustees and the Patch Grantors, the "Controlling Stockholders") and Brian P. Maxwell ("B. Maxwell", and together with the Controlling Stockholders, the "Stockholders"). Certain capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Article I below.

RECITALS:

WHEREAS, the Sellers are engaged in the business of developing, manufacturing, distributing, selling and licensing toys, games, puzzles, card games, foam balls, hoopball sets, flying discs, playing cards and related products (the "Business"); and

WHEREAS, the Buyer desires to purchase substantially all of the assets from, and assume certain liabilities of, the Sellers used in and related to the Business and the Sellers desire to sell such assets to the Buyer, in each case, upon the terms and subject to the conditions set forth in this Agreement and the other Transaction Documents;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement (including the recitals and Schedules hereto), the following terms shall have the following meanings (such meanings to be applicable equally to both singular and plural forms of the terms defined):

"2013 Balance Sheet" shall have the meaning set forth in Section 4.6;

"Accounts Receivable" shall mean all accounts and notes receivable of the Seller or the Seller Sub existing on the Closing Date;

"Affiliate" shall mean, as to any Person, any other Person that controls, is controlled by, or is under common control with, such Person; as used in this definition, "control" shall mean (a) the ownership of more than ten percent (10%) of the voting securities or other voting interest of any Person (including attribution from related parties), or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and

like charges of any kind whatsoever, including taxes, charges, fees, levies or other assessments which are imposed upon or incurred as a result of membership in an affiliated, consolidated, combined or unitary group for tax purposes, or as transferee or successor, by contract or otherwise, and any interest, penalties or additions thereto, whether disputed or not;

“Tax Return” shall mean any report, return, information return, filing, claim for refund or other information, including any schedules or attachments thereto, and any amendments to any of the foregoing required to be supplied to a taxing authority in connection with Taxes;

“Transaction Documents” shall mean this Agreement, the Escrow Agreement, the Bill of Sale, the Assignment of Copyrights, the Assignment of Trademarks, the Assignment of Patents, the exhibits and schedules hereto and thereto and all other agreements, instruments, certificates and other documents to be entered into or delivered by any party in connection with the transactions contemplated to be consummated pursuant to any of the foregoing; and

“Transfer Taxes” shall have the meaning set forth in Section 8.2.

ARTICLE II.

PURCHASE AND SALE OF THE PURCHASED ASSETS AND ASSUMPTION OF THE ASSUMED LIABILITIES

Section 2.1 Purchase and Sale of the Purchased Assets. On the Closing Date, and subject to the terms and conditions set forth herein, the Seller and the Seller Sub shall sell, convey, transfer, assign and deliver to the Buyer, and the Buyer shall purchase or assume, as the case may be, from the Seller and the Seller Sub, all of their respective right, title and interest in and to all of the Purchased Assets, free and clear of any Lien other than Permitted Liens subject, however, to the terms of Section 3.5. As used in this Agreement, the term “Purchased Assets” shall mean all of the Seller’s and the Seller Sub’s businesses, properties, assets, contractual rights, going concern value, goodwill, and rights and claims associated with the same, of whatever kind and nature, real or personal, tangible or intangible, that are owned, leased or licensed by the Seller or Seller Sub on the Closing Date, in each case which are used, held for use or intended to be used or related to the Business, including, without limitation: (a) the Accounts Receivable, Assigned Contracts, Inventory, Equipment and Machinery, Files and Records, Intangible Assets, Software, and the Seller Licenses and Permits (to the extent such Licenses and Permits are transferable), (b) all the Seller Intellectual Property Rights and all passcodes or security codes relating to the Purchased Assets, (c) all of the Seller’s and the Seller Sub’s claims, refunds, causes of action, choses in action, rights of recovery and rights of setoff of any kind relating to the Business, other than to the extent relating to the Excluded Assets or the Excluded Liabilities, (d) (i) the right to receive and retain payments in respect of any Accounts Receivable and (ii) the right to receive and retain the Seller’s and the Seller Sub’s mail and other communications, other than those relating solely to the Excluded Assets or the Excluded Liabilities, (e) all advertising, marketing and promotional materials, studies, reports and all other printed or written materials relating to the Business, (f) to the extent transferable, all telephone numbers, fax numbers and similar numbers relating to the Business, (g) all rights in and to products sold or leased (including products returned after the Closing and rights of rescission,

replevin and reclamation) in the operation or conduct of the Business, (i) all credits, prepaid expenses, deferred charges, advance payments, security deposits and prepaid items that relate to the operation or conduct of the Business, (j) all rights, claims and credits to the extent relating to any other Purchased Asset or any Assumed Liability, including any such items arising under insurance policies and all guarantees, warranties, indemnities and similar rights in favor of Seller or Seller Sub in respect of any other Purchased Asset or any Assumed Liability, and (k) all other assets, properties and rights (including prepaid expenses) of the Seller or the Seller Sub of every kind used, held for use or intended to be used or related to the Business on the Closing Date, whether known or unknown, fixed or unfixed, accrued, absolute, contingent or otherwise, and whether or not specifically referred to in this Agreement. Notwithstanding anything to the contrary in this Section 2.1, the Purchased Assets shall not include any Excluded Assets.

Section 2.2 Excluded Assets. Notwithstanding anything contained in this Agreement to the contrary, there shall be excluded from the Purchased Assets to be sold, assigned, transferred, conveyed and delivered to the Buyer hereunder and, to the extent in existence on the Closing Date, there shall be retained by the Seller or the Seller Sub (collectively, the "Excluded Assets"), (a) any cash and cash equivalent balances of the Seller or the Seller Sub on the Closing Date, including any checks in the possession of the Seller or the Seller Sub on the Closing Date which have not yet been reduced to cash by the Seller, (b) the outstanding capital stock and other equity interest, whether direct or indirect, in Graybill, Inc. ("Graybill"), Bartells Corporation ("Bartells") or any other entity, (c) any minute books, Tax Returns or other corporate formation, organizational and governance documents of the Seller and the Seller Sub, (d) all of the Seller's and the Seller Sub's claims, refunds, causes of action, choses in action, rights of recovery and rights of setoff of any kind to the extent related to the Excluded Assets or the Excluded Liabilities (e) all rights of the Seller and the Seller Sub under this Agreement and the other Transaction Documents and (f) all of the assets listed on Schedule 2.2.

Section 2.3 Assumption of Assumed Liabilities. Subject to the terms and conditions set forth herein, as additional consideration for the Purchased Assets, from and after the Closing, but subject to the terms and conditions set forth in this Agreement, the Buyer shall assume and thereafter will pay, perform and discharge when due (the "Assumed Liabilities"): (i) all Trade Accounts Payable held by the Seller, but only to the extent included in the Closing Adjusted Net Working Capital, (ii) all obligations of the Seller arising pursuant to the terms of the Assigned Contracts (other than liabilities relating to any breach or default by the Seller under any Assigned Contract prior to the Closing Date), and (iii) accrued liabilities of Seller that arose in the ordinary course of business including, but not limited to, accrued payroll, each as set forth on Schedule 2.3, but only to the extent included in the Closing Adjusted Net Working Capital, Notwithstanding anything to the contrary in this Section 2.3, the Assumed Liabilities shall not include any of the Excluded Liabilities.

Section 2.4 Excluded Liabilities. Subject to the terms and conditions set forth herein, the Seller and the Seller Sub shall be responsible for all of the liabilities and obligations not hereby expressly assumed by the Buyer and the Buyer shall not assume, or in any way be liable or responsible for, any liabilities or obligations of the Seller or the Seller Sub except for those liabilities and obligations expressly assumed by the Buyer pursuant to the terms of Section 2.3 above (collectively, the "Excluded Liabilities"). Without limiting the generality of the

the Seller Sub is in default with respect to any item of Equipment and Machinery purported to be leased by it, and no event has occurred that constitutes or with due notice or lapse of time or both would constitute a default under any lease thereof. The Equipment and Machinery is sufficient and adequate to operate the Business as presently conducted and all items thereof are in good operating condition and repair, reasonable wear and tear excepted, and no repairs, replacements or regularly scheduled maintenance relating to any such item has been deferred.

Section 4.14 Intellectual Property.

(a) For purposes of this Agreement:

(i) "Seller Intellectual Property Rights" means all rights (including, but not limited to, rights of ownership and rights under license from other Persons) of the Seller or the Seller Sub with respect to any Intellectual Property Rights, including Registered Seller Intellectual Property Rights.

(ii) "Intellectual Property Rights" means any and all worldwide rights in, arising from or associated with the following, whether protected, created or arising under the laws of the United States or any other jurisdiction or under any international convention: (1) all patents and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, substitutions, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including, without limitation, invention disclosures ("Patents"); (2) all trade secrets, know-how and other proprietary information which derives independent economic value from not being generally known to the public (collectively, "Trade Secrets"); (3) all copyrights, copyright registrations and applications therefor ("Copyrights"); (4) all uniform resource locators, e-mail and other internet addresses and domain names and applications and registrations therefor ("URLs"); (5) all trade names, corporate names, logos, slogans, trade dress, trademarks, service marks, and trademark and service mark registrations and applications therefor and all goodwill associated therewith ("Trademarks"); (6) rights of publicity; (7) moral rights and rights of attribution; (8) computer programs (whether in source code, object code, or other form), databases, compilations and data, and all documentation, including user manuals and training materials relating to the foregoing ("Software"); and (9) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

(iii) "Registered Seller Intellectual Property Rights" means all Registered Intellectual Property Rights owned by the Seller or the Seller Sub as of the date hereof.

(iv) "Registered Intellectual Property Rights" means all United States and foreign: (1) registered and issued Patents and applications to register Patents; (2) registered Trademarks, applications to register Trademarks, including intent-to-use applications and other registrations or applications related to Trademarks; (3) Copyright registrations and applications to register Copyrights; (4) URL registrations and applications to register URLs; and (5) any other Intellectual Property Right that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any state, government or other public legal authority at any time.