

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MZB IMAGINATION LLC		05/21/2014	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	MY IMAGINATION LLC		
Street Address:	2850 Coolidge Highway		
City:	Berkley		
State/Country:	MICHIGAN		
Postal Code:	48072		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4132388	SPRAYART	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	248-398-5209		
Email:	khur@zendesigngroup.com		
Correspondent Name:	Sun Yu		
Address Line 1:	2850 Coolidge Highway		
Address Line 4:	Berkley, MICHIGAN 48072		
NAME OF SUBMITTER:	Sun Yu		
SIGNATURE:	/sun yu/		
DATE SIGNED:	06/03/2015		
Total Attachments: 5			
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OP \$40.00 4132388

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
21st day of May, 2014.

MZB IMAGINATION LLC

By: 

Name: Bernard Meinelstein

Title:

Schedule A
To Trademark Assignment

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

2449050 v1 Initial Trademark Assignment - MZB Imagination to MY Imagination

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

2449050 v1 Initial Trademark Assignment - MZB Imagination to MY Imagination