

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371292

<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>
PEARL ENTERPRISES, LLC		01/06/2016	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZANY TOYS, LLC		
<b>Street Address:</b>	609 Matson Hill Road		
<b>City:</b>	South Glastonbury		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06073		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85815112	THE NO BUTTON!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6463495567		
<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>	9177799967		
<b>Email:</b>	mlombard@LombardIP.com		
<b>Correspondent Name:</b>	G MATHEW LOMBARD		
<b>Address Line 1:</b>	305 BROADWAY		
<b>Address Line 2:</b>	7 FL		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10007		
<b>ATTORNEY DOCKET NUMBER:</b>	139.0510		
<b>NAME OF SUBMITTER:</b>	G. Mathew Lombard		
<b>SIGNATURE:</b>	/g mathew lombard/		
<b>DATE SIGNED:</b>	01/31/2016		
<b>Total Attachments: 4</b>			
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OP \$40.00 85815112



# TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective this on the date on which this Assignment is fully executed by both Parties as shown in the signature blocks below.

**BETWEEN:** **PEARL ENTERPRISES, LLC** (the "Assignor"), a limited liability company, organized and existing under the laws of New Jersey, with a principle place of business at 379 East 7th Street, Lakewood, New Jersey 08701;

**AND:** **ZANY TOYS LLC** (the "Assignee"), a limited liability company organized and existing under the laws of Connecticut, with its principle place of business at 609 Matson Hill Road, South Glastonbury, Connecticut 06073.

**WHEREAS**, Assignor is the owner of the federal trademark application identified below (the "Trademark"):

Mark	Country	App. No.	Class(es)	Goods/Services	Filing Date
<b>THE NO BUTTON!</b>	USA	85815112	28	Talking electronic press-down toy	January 3, 2013

**WHEREAS**, the Trademark or a substantially identical, not materially different version of the mark has been used in commerce since at least as early as July 23, 2010 by Assignee for the goods identified above or substantially identical goods;

**WHEREAS**, Assignor wishes to transfer the entire right, title, and interest in the Trademark to Assignee, pursuant to a separate agreement entered into by the Parties on the same date as this Assignment;

**WHEREAS**, Assignee wishes to acquire the entire right, title, and interest in the Trademark from Assignor, pursuant to a separate agreement entered into by the Parties on the same date as this Assignment;

**NOW THEREFORE**, the Parties agree as follows:

## 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 Trademark, all rights to prepare derivative marks, and all goodwill and all other rights appertaining thereto), including any goodwill associated therewith in and to the Trademark.

## 2. CONSIDERATION

The Parties hereby acknowledge they have exchanged good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, including but not limited to an agreement between the parties effective the same day as this Assignment.

## 3. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Assignment;

- (b) Assignor is the owner of all right, title and interest, including all intellectual property rights, in Trademark Application Serial No. 85815112;
- (c) To the best of Assignor's knowledge and belief, the Trademark is free of any liens, security interests, encumbrances or licenses, exclusive of the underlying claims and terms of the related Agreement;
- (d) To the best of Assignor's knowledge and belief, the Trademark does not infringe the rights of any person or entity, exclusive of the underlying claims and terms of the related Agreement;
- (e) There are no known claims, pending or threatened, with respect to Assignor's rights in the Trademark, other than those resolved in the related Agreement;
- (f) This Assignment is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

#### **4. ATTORNEYS' FEES**

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Assignment, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

#### **5. ENTIRE AGREEMENT**

This Assignment contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

#### **6. AMENDMENT**

This Assignment may be amended only by a writing signed by both parties.

#### **7. SEVERABILITY**

If any term, provision, covenant or condition of this Assignment, 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 Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

#### **8. TERRITORY**

This Agreement shall be valid and enforceable in the United States.

#### **9. AGREEMENT TO PERFORM NECESSARY ACTS**

Assignor agrees to perform any further reasonable acts and execute and deliver any documents that may be necessary to carry out the provisions of this Assignment at the Assignee's expense.

#### **10. GOVERNING LAW**

This Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of New York.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the dates shown below.

**PEARL ENTERPRISES, LLC,**  
Assignor

**ZANY TOYS, LLC,**  
Assignee

\_\_\_\_\_  
Authorized Signature

*Amy Tisman*  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Yankov Fieragali, Manager/Owner  
Print Name and Title

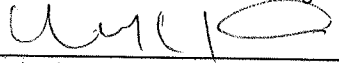
\_\_\_\_\_  
Amy Tisman, Manager/Owner  
Print Name and Title

Date: \_\_\_\_\_

Date: 1/6/16

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the dates shown below.

**PEARL ENTERPRISES, LLC,**  
Assignor

  
\_\_\_\_\_  
Authorized Signature

Yaakov Fiengold, Manager/Owner  
Print Name and Title

Date: 1-3-16

**ZANY TOYS, LLC,**  
Assignee

\_\_\_\_\_  
Authorized Signature

Amy Tiernan, Manager/Owner  
Print Name and Title

Date: \_\_\_\_\_