

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385573

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Childrens Factory, Inc.		05/18/2016	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Children's Factory, LLC		
Street Address:	11150 Santa Monica Boulevard, Suite 1200		
Internal Address:	c/o Brentwood Associates		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	73158452	EDUCUBE	
Serial Number:	75522159	FANNY'S PLAY HOUSE	
Serial Number:	75688643	INTERNATIONAL FRIENDS	
Serial Number:	78204192	LEARNING PRODUCTS	
Serial Number:	75198989	PLAYPANELS	
Serial Number:	75257245	POSE AND PLAY FRIENDS	
Serial Number:	73158451	SNAP WALL	
Serial Number:	75688644		
Serial Number:	78233191		
Serial Number:	76503182	ADAPTA-BENCH	
Serial Number:	76503181	CHAIR3	
Serial Number:	74052770	CHILDREN'S FACTORY	
Serial Number:	75493696	CUDDLE-UPS	
CORRESPONDENCE DATA			
Fax Number:	2052445713		
<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:	205-458-5270		

CH \$340.00 73158452

Email: pkustos@burr.com
Correspondent Name: Lauren E. Foshee
Address Line 1: 420 North 20th Street
Address Line 2: Suite 3400
Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER: 0028094.0000001

NAME OF SUBMITTER: Lauren E. Foshee

SIGNATURE: /lef/

DATE SIGNED: 05/25/2016

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "**Assignment**"), dated as of May 18, 2016 (the "**Effective Date**"), is made by and among **CHILDRENS FACTORY, INC.**, a Missouri corporation (a/k/a Children's Factory, Inc., The Children's Factory, and The Childrens Factory) ("**Seller**"), in favor of **CHILDREN'S FACTORY, LLC**, a Delaware limited liability company ("**Buyer**").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the "**Purchase Agreement**") by and between Seller, Buyer, and the other parties thereto, Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller certain assets of Seller as set forth and described in the Purchase Agreement (the "**Purchased Assets**");

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to convey, transfer and assign to Buyer, as part of the Purchased Assets, the Intellectual Property Assets, which assets include, but are not limited to, those listed on **Schedule I** attached hereto, and has agreed to execute and deliver this Assignment to evidence the transfer and assignment of the Intellectual Property Assets, and for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office, as applicable; and

WHEREAS, all capitalized terms used but not otherwise defined herein shall have their respective meanings set forth in the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Seller has granted, bargained, sold, assigned, transferred, conveyed and delivered, and do grant, bargain, sell, assign, transfer, convey and deliver unto Buyer, its successors and assigns, all right, title and interest in and to the following (collectively, the "**Intellectual Property Assets**"):

(a) all Intellectual Property owned by Seller and used in or necessary for the conduct of the Business as currently conducted;

(b) all other intellectual or industrial property and proprietary rights;

(c) all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse,

breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages; and

(e) all Intellectual Property Registrations related to any of the foregoing.

2. Recordation. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by Buyer.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No Seller may assign this Assignment without the prior written consent of Buyer.

6. Severability. The invalidity or unenforceability of any of terms, conditions, or provisions hereof shall not limit or impair the operation or validity of any other term or provision of this IP Assignment, and the remainder of this Assignment shall remain operative and in full force and effect.

7. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed and delivered as of the Effective Date.

SELLER:

CHILDRENS FACTORY, INC.

By: RT
Name: ROBERT T. GRAMM
Its: PRESIDENT

Schedule I

(i) REGISTERED INTELLECTUAL PROPERTY

A. Registered U.S. Copyrights:

NEW OWNER	TITLE	CREATION DATE	REGISTRATION NO.	REGISTRATION DATE
Children's Factory, LLC	Balloon bluffs : no. CF321-070.	1997	VA0000850937	01/30/1998
Children's Factory, LLC	Beetle.	1998	VA0000938979	07/13/1998
Children's Factory, LLC	Bumble bee.	1998	VA0000938980	07/13/1998
Children's Factory, LLC	Butterfly.	1998	VA0000938982	07/13/1998
Children's Factory, LLC	Caterpillar.	1998	VA0000938983	07/13/1998
Children's Factory, LLC	The Childrens Factory.	1983	TX0004199798	10/30/1995
Children's Factory, LLC	The Childrens Factory.	1986	TX0004199799	10/30/1995
Children's Factory, LLC	The Childrens Factory.	1996	TX0004442179	12/09/1996
Children's Factory, LLC	The Childrens Factory.	1997	CSN0114130	N/A
Children's Factory, LLC	The Childrens Factory.	1999	TX0004955582	04/06/1999
Children's Factory, LLC	The Childrens Factory.	2000	TX0005296217	09/25/2000
Children's Factory, LLC	The Childrens Factory.	2001	TX0005469220	02/20/2001
Children's Factory, LLC	The Childrens Factory.	2002	CSN0114130	N/A
Children's Factory, LLC	The Childrens Factory.	2003	TX0005733055	04/03/2000

Children's Factory, LLC	The Childrens Factory.	2004	TX0005998350	06/07/2004
Children's Factory, LLC	The Childrens Factory.	2005	CSN0114130	N/A
Children's Factory, LLC	The Childrens Factory.	2006	TX0006356162	03/03/2006
Children's Factory, LLC	The Children's Factory : 1994-95 catalog.	1993	TX0004188974	10/30/1995
Children's Factory, LLC	The Children's Factory : 1995-96.	1995	TX0004188973	10/30/1995
Children's Factory, LLC	The Children's factory : 1998-99.	1997	TX0004691746	11/26/1997
Children's Factory, LLC	The Children's Factory, 2002.	2002	TX0005608307	03/27/2002
Children's Factory, LLC	The Children's Factory board of directors catalog, 1990-1992.	1989	TX0002779117	03/27/1990
Children's Factory, LLC	The Children's Factory : catalog 1989-91.	1989	TX0004188976	10/30/1995
Children's Factory, LLC	The Children's Factory : catalog 1990-1992.	1990	TX0004188975	10/30/1995
Children's Factory, LLC	The Children's Factory : catalog 1992-1994.	1992	TX0004222029	10/30/1995
Children's Factory, LLC	The Children's Factory catalog 1992-1994.	1991	TX0004167232	10/30/1995
Children's Factory, LLC	The Children's factory catalog 2005.	2005	TX0006113883	03/03/2005
Children's Factory, LLC	The Children's factory catalog, 2007.	2007	TX0006548053	03/21/2007
Children's Factory, LLC	The Children's Factory Catalog 2008.	2008	TX0007216145	01/28/2009
Children's Factory, LLC	The Children's Factory Catalog 2010.	2010	TX0007334776	05/18/2010
Children's Factory, LLC	The Children's Factory Catalog 2011.	2011	TX0007397256	05/25/2011
Children's Factory, LLC	The Children's Factory Wall Designs : 1993-94 catalog.	1992	TX0004188972	10/30/1995

Children's Factory, LLC	Ladybug.	1998	VA0000938981	07/13/1998
Children's Factory, LLC	Soft Cuddle-Ups bug collection,	1998	TX0004809555	07/13/1998
Children's Factory, LLC	Wall Designs, 1998-99.	1998	TX0004757664	04/23/1998
Children's Factory, LLC	Robot with a heart: wall organizer.	1984	VA0000212785	03/04/1985
Children's Factory, LLC	Flying dinosaur costume.	1986	VA0000289135	08/20/1987
Children's Factory, LLC	Dinosaur puppets.	1992	VAu000246657	02/11/1993
Children's Factory, LLC	Ethnic learn-to-dress dolls.	1989	VA0000547219	02/11/1993
Children's Factory, LLC	Ethnic occupational puppets: 9 1/2" tall.	1992	VA0000547215	02/11/1993
Children's Factory, LLC	Ethnic puppet family: 9 1/2" tall.	1991	VA0000547218	02/11/1993
Children's Factory, LLC	Ethnically dressed dolls: 14" tall.	1990	VA0000547216	02/11/1993
Children's Factory, LLC	International vinyl food bowl of pinto beans.	1994	VA0000664902	07/26/1994
Children's Factory, LLC	International vinyl food bowl of rice.	1994	VA0000664901	07/26/1994
Children's Factory, LLC	Leg braces for dolls.	1995	VA0000747662	10/10/1995
Children's Factory, LLC	Wheelchair for dolls.	1995	VA0000747661	10/10/1995
Children's Factory, LLC	Forearm crutches for dolls.	1995	VA0000747663	10/10/1995
Children's Factory, LLC	Seeing eye dog: no. D-06.	1996	VA0000823648	12/23/1996
Children's Factory, LLC	International baby dolls: no. 760-763.	1998	VA0000978744	04/28/1999
Children's Factory, LLC	Heart of mine baby: no. 772-775.	1999	VA0001040175	05/30/2000

Children's Factory, LLC	Hug and hold baby puppet.	1999	VA0001040177	05/30/2000
Children's Factory, LLC	Roly poly baby.	2001	VA0001162204	02/12/2001
Children's Factory, LLC	Baby bottoms.	2003	VA0001254877	09/10/2003
Children's Factory, LLC	Fantanimals animal shape body: no. 874.	2005	VA0001337218	10/27/2005
Children's Factory, LLC	Fantanimals pear shape body: no. 872.	2005	VA0001337217	10/27/2005
Children's Factory, LLC	Fantanimals puppet: no. 875.	2005	VA0001347395	10/27/2005
Children's Factory, LLC	Fantanimals puppet: no. 876.	2005	VA0001347396	10/27/2005
Children's Factory, LLC	Mio restaurant menu.	2006	VA0001403472	11/06/2006
Children's Factory, LLC	Children's menu.	2006	VA0001403471	11/06/2006
Children's Factory, LLC	Chinese restaurant menu.	2006	VA0001403473	11/06/2006
Children's Factory, LLC	Diner menu.	2006	VA0001403474	11/06/2006

B. U.S. Copyright Applications:

None.

C. Registered U.S. Patents:



NAME	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	FILING DATE	ISSUE DATE	NEW OWNER
Toy Block	US	29/317,083	D600756	04/22/2008	09/22/2009	Children's Factory, LLC
Infection Control Mat	US	10/418,697	6754920	04/18/2003	6/29/2004	Children's Factory, LLC
Infection Control Mat	US	09/479,569	6321401	01/07/2000	11/27/2001	Children's Factory, LLC

Non Slip Insert For Cot Leg or Other Structure (Design App)	US	29/173,718	D486061	01/06/2003	02/03/2004	Children's Factory, LLC
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D. U.S. Patent Applications:

None.

E. Registered U.S. Trademarks

Mark	Country	Serial Number (Application No.)	Registration Number	Filing Date	Registration Date	New Owner
EDUCUBE	US	73158452	1112310	02/13/1978	01/30/1979	Children's Factory, LLC
FANNY'S PLAY HOUSE	US	75522159	2261154	07/20/1998	07/13/1999	Children's Factory, LLC
INTERNATIONA L FRIENDS	US	75688643	2361905	04/22/1999	06/27/2000	Children's Factory, LLC
LEARNING PRODUCTS	US	78204192	2898392	01/16/2003	10/26/2004	Children's Factory, LLC
PLAYPANELS	US	75198989	2123444	11/18/1996	12/23/1997	Children's Factory, LLC
POSE AND PLAY FRIENDS	US	75257245	2139007	03/14/1997	02/24/1998	Children's Factory, LLC
SNAP WALL	US	73158451	1103971	02/13/1978	10/10/1978	Children's Factory, LLC
	US	75688644	2361906	04/22/1999	06/27/2000	Children's Factory, LLC
	US	78233191	2903181	04/02/2003	11/16/2004	Children's Factory, LLC
ADAPTA- BENCH	US	76503182	2887342	03/31/2003	09/21/2004	Children's Factory, LLC
CHAIR ³	US	76503181	2887341	03/31/2003	09/21/2004	Children's Factory, LLC
CHILDREN'S FACTORY	US	74052770	1642900	04/25/1990	04/30/1991	Children's Factory, LLC
CUDDLE-UPS	US	75493696	2398410	05/29/1998	10/24/2000	Children's Factory, LLC

Mark	Country	Serial Number (Application No.)	Registration Number	Filing Date	Registration Date	New Owner
CHILDREN'S FACTORY	European CTM	001340819	001340819	12/10/1999	11/12/2000	Children's Factory, LLC

F. U.S. Trademark Applications:

None.

G. Material IP Licenses

None.

(ii) INTERNET DOMAIN NAMES

1. cf-canada.com
2. childrensfactory.com
3. kidsandgrandkids.com
4. tlclarkinc.com
5. learningproducts.com

(iii) MATERIAL SOFTWARE

A. Material Software Licenses

None.