

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406035

<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>
Brooklynne Designs, LLC		11/08/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brooklynne Designs, LLC		
<b>Street Address:</b>	3601 Vineland Road		
<b>Internal Address:</b>	Suite 14		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32811		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3574068	FAIRY DUST	
<b>Registration Number:</b>	3168649	FAIRY DUST	
<b>Registration Number:</b>	3168645	FAIRY DUST	
<b>Registration Number:</b>	1706812	FAIRY DUST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7735625902		
<b>Email:</b>	kevin.keener@keenerlegal.com		
<b>Correspondent Name:</b>	Kevin Keener		
<b>Address Line 1:</b>	161 North Clark Street		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Kevin Keener		
<b>SIGNATURE:</b>	/kevinkeener/		
<b>DATE SIGNED:</b>	11/18/2016		
<b>Total Attachments: 2</b>			

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## TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement ("Assignment") is entered into as of November 8, 2016 between Brookelyne Designs, LLC, a NEW YORK Limited Liability Company with a principal place of business located at 3325 Misty Cove Circle, Baldwinsville, New York 13027 ("Assignor")

Brookelyne Designs, LLC, a FLORIDA Limited Liability Company with a principal place of business located at 3601 Vineland Road, Suite 14, Orlando, Florida 32811 ("Assignee").

Whereas, Assignor is the owner of the entire right, title, and interest in and to the following marks:

- U.S. Trademark Registration No. 3,574,068 for the mark FAIRY DUST in International Class 28 for "Toys, namely, snow globes; plastic toy figurine; plush toys."
- U.S. Trademark Registration No. 3,168,649 for the mark FAIRY DUST in International Class 20 for "Decorative glitter."
- U.S. Trademark Registration No. 3,168,645 for the mark FAIRY DUST in International Class 14 for "Bracelets; charms; clocks; jewelry; jewelry watches; watches; wrist watches."
- U.S. Trademark Registration No. 1,706,812 for the mark FAIRY DUST in International Class 20 for "Novelty pouch and/or pendant containing glitter."

(collectively "Marks").

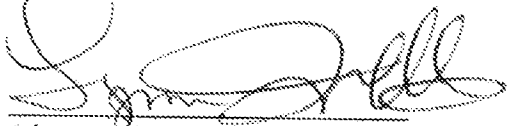
Whereas, Assignor wishes to assign the entire rights, title, and interest in and to the Marks and the goodwill associated therewith to Assignee, and Assignee desires to accept the Marks and goodwill associated therewith.

Now, therefore, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby transfers and assigns to Assignee its entire right, title, and interest in and to the Marks, including common law rights, together with the goodwill associated therewith, including without limitation, all rights of action accrued, accruing, and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs, and fees associated therewith, and all registrations and applications for the Marks.
2. This Agreement shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

SIGNATURES

ASSIGNOR



(signature)

Lynne Ingalls

(print)

President

(title)

ASSIGNEE



(signature)

Lynne Ingalls

(print)

President

(title)