

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437085

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Uncle Milton Industries, Inc.		03/29/2017	Corporation: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	DSI Assignments, LLC
<b>Street Address:</b>	1209 Orange Street
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4981318	
<b>Registration Number:</b>	4632123	BLO N' GLO
<b>Registration Number:</b>	4486014	WILD WALLS
<b>Registration Number:</b>	4319722	GEL COLONY
<b>Registration Number:</b>	4305958	DREAM FAIRY
<b>Registration Number:</b>	4137014	SCURRY AND SCARE
<b>Registration Number:</b>	4162598	FIREWORKS LIGHT SHOW
<b>Registration Number:</b>	4140356	SHOOTING STARS IN MY ROOM
<b>Registration Number:</b>	4305957	IN MY ROOM
<b>Registration Number:</b>	4309775	FIRE AND ICE VOLCANO
<b>Registration Number:</b>	4305956	HORRIBLE PETS
<b>Registration Number:</b>	4105263	SOLAR SYSTEM IN MY ROOM
<b>Registration Number:</b>	4102139	T-REXCAVATOR
<b>Registration Number:</b>	4105262	RAINBOW IN MY ROOM
<b>Registration Number:</b>	3304265	MOON IN MY ROOM
<b>Registration Number:</b>	3185104	GEL COLONY
<b>Registration Number:</b>	3089992	HYDRO GREENHOUSE
<b>Registration Number:</b>	3085328	BUG JUG

OP \$965.00 4981318

Property Type	Number	Word Mark
Registration Number:	2858040	UNCLE MILTON
Registration Number:	4133574	UNCLE MILTON
Registration Number:	3987795	UNCLE MILTON
Registration Number:	3611967	STAR PLANETARIUM
Registration Number:	2960195	DINO XCAVATOR
Registration Number:	2818232	AQUASAURS
Registration Number:	2710964	STAR THEATER
Registration Number:	2792162	BACK 2 NATURE
Registration Number:	2626799	STAR PLANETARIUM
Registration Number:	2448271	BUTTERFLY RAIN FOREST
Registration Number:	2448268	BUTTERFLY JUNGLE
Registration Number:	2483143	PLANET FROG
Registration Number:	2432227	SCOPE IT OUT
Registration Number:	2327915	
Registration Number:	2209162	ANT FARM VILLAGE
Registration Number:	2214709	ANTVILLE
Registration Number:	2131372	SURF FROGS
Registration Number:	2144076	
Registration Number:	1568280	GIANT
Registration Number:	0863461	ANT FARM

**CORRESPONDENCE DATA**

**Fax Number:** 8474919801

*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.*

**Phone:** 8474919800

**Email:** chris@trademarksearch.com

**Correspondent Name:** Christopher J. Bischoff

**Address Line 1:** 1650 Payne Street

**Address Line 4:** Evanston, ILLINOIS 60201

<b>NAME OF SUBMITTER:</b>	Christopher J. Bischoff
<b>SIGNATURE:</b>	/Christopher J. Bischoff/
<b>DATE SIGNED:</b>	07/28/2017

**Total Attachments: 11**

source=Assignment\_UM\_DSI#page1.tif  
source=Assignment\_UM\_DSI#page2.tif  
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## INTELLECTUAL PROPERTY ASSIGNMENT

Uncle Milton Industries, Inc., a California corporation ("Transferor"), and DSI Assignments, LLC, a Delaware limited liability company, solely as Assignee for the Benefit of Creditors of Transferor ("Transferee") pursuant to that certain General Assignment (as defined below) between Transferor and Transferee, agree as follows:

WHEREAS, Transferor has adopted, used or is using certain trademarks or service marks as set forth on the attached Exhibit A (collectively, the "Trademarks"), in conjunction with Transferor's business, together with the goodwill symbolized thereby; and

WHEREAS, Transferor has owned, developed or acquired in conjunction with its business the following patent and related rights (collectively, the "Patent Rights"): (a) the patents (each, a "Patent" and collectively, the "Patents") and patent applications and other filings (each, a "Patent Application" and collectively, the "Patent Applications") as set forth on the attached Exhibit B and the inventions disclosed and claimed therein; (b) all rights to apply in any and all countries of the world for patents, certificates of invention, utility models, or other governmental grants of rights with respect to any Patent, Patent Application or invention disclosed and claimed therein, including the right to apply for patents pursuant to any convention, treaty, agreement or understanding; and (c) each resulting patent, patent application, and other governmental grant of rights issued on or relating to any Patent or Patent Application, including each related provisional, continuation, continuation-in-part, divisional, reexamination, reissue, extension, or substitute of any of the foregoing in any jurisdiction anywhere in the world. (For purposes herein, "related" means, with respect to any patent, patent application, or other governmental grant of rights, that such patent, patent application, or other governmental grant of rights is entitled to claim the benefit of priority from or relating to a Patent or a Patent Application, or that a Patent or Patent Application is entitled to claim and benefit of priority from such patent, patent application, or other governmental grant of rights.); and

WHEREAS, Transferor has owned, developed or acquired certain foreign and domestic works, copyrights, copyright registrations and applications for registration, as well as all other related ownership interests, as set forth on the attached Exhibit C (collectively, the "Copyrights" and, together with the Trademarks and the Patent Rights, the "Intellectual Property"); and

WHEREAS, simultaneously herewith, Transferor initiated an assignment for the benefit of creditors (the "ABC") pursuant to which it assigned and transferred all of its assets and property (the "Assets") to Transferee pursuant to that certain General Assignment for the Benefit of Creditors executed by Transferor and Transferee (the "General Assignment").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment of Trademarks. Transferor hereby conveys, assigns, transfers and sets over unto Transferee all of Transferor's right, title and interest in and to the Trademarks,

together with the goodwill symbolized thereby, together with all applications and/or registrations thereof, together with a right to sue for and collect on all claims for damages by reason of past, present or future infringement of the Trademarks.

2. Assignment of Patent Rights. Transferor hereby conveys, assigns, transfers and sets over unto Transferee all of Transferor's right, title and interest in and to (a) the Patent Rights; (b) all accrued causes of action and all rights but not the obligation to sue and recover damages, for future and past infringements of the Patent Rights; and (c) all counterparts to the Patent Rights that have been or may be filed outside the United States or under the Patent Cooperation Treaty, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patent Rights, further including all continuation, continuation-in-part and divisional applications based in whole or in part on the non-U.S. counterparts, and still further including all patents, inventor's certificates, utility models, reissues and extensions resulting from any of the non-U.S. counterparts. Transferor also hereby grants to Transferee the sole and exclusive right to prosecute, defend, maintain and/or enforce the Patent Rights and all related applications as described immediately above, as well as any opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings. Transferor authorizes all governmental bodies having the power to issue patents, inventor's certificates or utility models to issue a patent, inventor's certificate or utility model based on the Patent Rights or any related applications as described immediately above in the name of Transferee.

3. Assignment of Copyrights. Transferor hereby conveys, assigns, transfers and sets over unto Transferee all of Transferor's right, title and interest in and to the Copyrights throughout the world, including, without limitation, (i) all rights, interests, claims and demands, recoverable at law or in equity, that Transferor has or may have in royalties, proceeds, profits and damages for past, present and future infringements of the Copyrights, including, without limitation, the right to compromise, sue for and collect said royalties, proceeds, profits and damages, (ii) all rights to apply for copyright or other protection for existing copyrights, renewals and extensions, (iii) all rights to print, to publish, to reproduce, to prepare derivative works, to distribute copies of the Copyrights by license or sale, rental, lease, lending or other transfer of ownership, to publicly perform and to publicly display the Copyrights in all countries of the world, including, without limitation, the United States and all of its territories and possessions. All rights in and to the Copyrights and all derivative works granted to an author under the copyright laws of the United States, foreign countries, and international copyright conventions and the right to grant these rights or any part of them to third parties are hereby assigned by Transferor to Transferee.

4. Filing of Assignment. Transferor hereby appoints Transferee or its successors and assigns to file and record this instrument with the United States Patent and Trademark Office and/or the United States Copyright Office.

[Signature Pages Follows]

FROM :

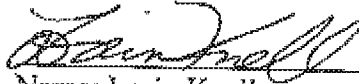
FAX NO. :

Mar. 24 2017 04:33PM P 3

Dated: March 24, 2017

**TRANSFEROR:**

Uncle Milton Industries, Inc., a California corporation



Name: Lorin Knell

Title: Secretary

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of March, 2017, before me personally appeared \_\_\_\_\_, to me known to be an authorized representative of Transferor described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

SEE ATTACHED CERTIFICATE

\_\_\_\_\_  
Notary Public

My Commission Expires:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

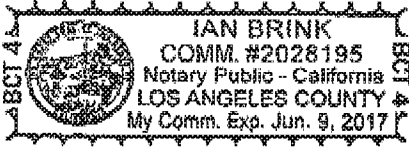
On \_\_\_\_\_ before me, Ian Brink, Notary Public

Date \_\_\_\_\_ Here Insert Name and Title of the Officer  
personally appeared LORIN KNEEL  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

STATE OF

COUNTY OF

On this \_\_\_\_\_ day of March, 2017, before me personally appeared \_\_\_\_\_, to me known to be an authorized representative of Transferor described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission Expires:

Dated: March 29, 2017

TRANSFeree:

DSI Assignments, LLC, solely in its capacity as Assignee for the benefit of creditors of Uncle Milton Industries, Inc.

By: Geoffrey L. Berman  
Name: Geoffrey L. Berman

Title: Senior Managing Director  
Development Specialists, Inc., sole and  
Managing Member of DSI Assignments,  
LLC

STATE OF Hawaii

COUNTY OF Hawaii

On this 29 day of March, 2017, before me personally appeared Geoffrey L. Berman, to me known to be an authorized representative of Transferee described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires:

5/1/2017



Tricia A. Castillo-DeForge  
Notary Public

Doc. Date: 3/29/17 # Pages: \_\_\_\_\_  
Notary Name: Tricia A. Castillo - DeForge 5th  
Doc. Description: DSI Assignments  
[Signature] 3/29/2017  
Notary Signature Date

TRADEMARK




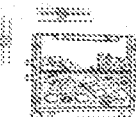




**EXHIBIT A**  
**(TRADEMARKS)**

Any and all registered and unregistered trademarks and service marks of Transferor, including without limitation, the following:

Mark	U.S. Ser. No. / Reg. No.	Goods/Services	Filing Date	Reg. Date
ANT FARM	SN: 72268158 RN: 863461	IC: 28  U.S. Class(es): 22	April 03, 1967	January 14, 1969
ANT FARM VILLAGE	SN:75421397 RN: 2209162	IC: 16 U.S. Class(es): 2, 5, 22, 23, 29, 37, 38, 50	January 22, 1998	December 08, 1998
ANTVILLE	SN:75421396 RN:2214709	IC: 16 U.S. Class(es): 2, 5, 22, 23, 29, 37, 38, 50	January 22, 1998	December 29, 1998
AQUASAURS	SN: 76473692 RN: 2818232	IC: 16 U.S. Class(es): 2, 5, 22, 23, 29, 37, 38, 50	December 10, 2002	February 24, 2004
BACK 2 NATURE	SN: 76302075 RN: 2792162	IC:28 U.S. Class(es): 22, 23, 38, 50	August 20, 2001	December 9, 2003
BLO N' GLO	SN: 86240553 RN: 4632123	IC: 28 U.S. Class(es): 22, 23, 38, 50	April 2, 2014	November 4, 2014
BUG JUG	SN: 78626075 RN: 3085328	IC: 16 U.S. Class(es): 2, 5, 22, 23, 29, 37, 38, 50	May 9, 2005	April 25, 2006
BUTTERFLY JUNGLE	SN: 75676374 RN: 2448268	IC: 28 U.S. Class(es): 22, 23, 38, 50	April 7, 1999	May 1, 2001
BUTTERFLY RAIN FOREST	SN: 75678664 RN: 2448271	IC: 28 U.S. Class(es): 22, 23, 38, 50	April 7, 1999	May 1, 2001
DINO XCAVATOR	SN: 76473696 RN: 2960195	IC: 28 U.S. Class(es): 22, 23, 38, 50	December 10, 2002	June 7, 2005
DREAM FAIRY	SN: 85365793 RN: 4305958	IC: 28 U.S. Class(es): 22, 23, 38, 50	July 7, 2011	March 19, 2013
FIRE AND ICE VOLCANO	SN: 85365713 RN: 4309775	IC: 28 U.S. Class(es): 22, 23, 38, 50	July 7, 2011	March 26, 2013
FIREWORKS LIGHT SHOW	SN: 85-365769 RN: 4162598	IC: 28 U.S. Class(es): 22, 23, 38, 50	July 7, 2011	June 19, 2012

Mark	U.S. Ser. No. / Reg. No.	Goods/Services	Filing Date	Reg. Date
GEL COLONY	SN: 85539368 RN: 4319722	IC:28 U.S. Class(es): 22, 23, 38, 50	February 10, 2012	April 16, 2013
GEL COLONY	SN: 78740378 RN: 3185104	IC: 16 U.S. Class(es): 2, 5, 22, 23, 29, 37, 38, 50	October 25, 2005	December 12, 2006
GIANT	SN: 73740819 RN: 1568280	IC:16 U.S. Class(es): 50	July 19, 1988	November 28, 1989
HORRIBLE PETS	SN: 85-365697 RN: 4305956	IC: 28 U.S. Class(es): 22, 23, 38, 50	July 7, 2011	March 19, 2013
HYDRO GREENHOUSE	SN: 78626137 RN: 3089992	IC: 16 U.S. Class(es): 2, 5, 22, 23, 29, 37, 38, 50	May 9, 2005	May 9, 2006
IN MY ROOM	SN: 85-365733 RN: 4305957	IC: 28 U.S. Class(es): 22, 23, 38, 50	July 7, 2011	March 19, 2013
MOON IN MY ROOM	SN: 78779732 RN: 3304265	IC:11 U.S. Class(es): 13, 21, 23, 31, 34	December 22, 2005	October 2, 2007
PLANET FROG	SN: 75676354 RN: 2483143	IC: 28 U.S. Class(es): 22, 23, 38, 50	April 7, 1999	August 28, 2001
RAINBOW IN MY ROOM	SN: 85365547 RN: 4105262	IC: 28 U.S. Class(es): 22, 23, 38, 50	July 7, 2011	February 28, 2012
SCOPE IT OUT	SN: 75676330 RN: 2432227	IC: 9 U.S. Class(es): 21, 23, 26, 36, 38	April 7, 1999	February 27, 2001
SCURRY AND SCARE	SN: 85365783 RN: 4137014	IC: 28 U.S. Class(es): 22, 23, 38, 50	July 7, 2011	May 1, 2012
SHOOTING STARS IN MY ROOM	SN: 85365759 RN: 4140356	IC: 28 U.S. Class(es): 22, 23, 38, 50	July 7, 2011	May 8, 2012
SOLAR SYSTEM IN MY ROOM	SN: 85365613 RN: 4105263	IC: 28 U.S. Class(es): 22, 23, 38, 50	July 7, 2011	February 28, 2012
SONIC WING	SN: 78625659 RN: 3184830	IC: 28 U.S. Class(es): 22, 23, 38, 50	May 9, 2005	December 12, 2006
STAR PLANETARIUM	SN: 77572608 RN: 3611967	IC:9 U.S. Class(es): 21, 23, 26, 36, 38	September 17, 2008	April 28, 2009
STAR PLANETARIUM	SN: 75889030 RN: 2626799	IC: 9 U.S. Class(es): 21, 23, 26, 36, 38	January 6, 2000	September 24, 2002
STAR THEATER	SN: 76375590 RN: 2710964	IC: 9 U.S. Class(es): 21, 23, 26, 36, 38	February 27, 2002	April 29, 2003

Mark	U.S. Ser. No. / Reg. No.	Goods/Services	Filing Date	Reg. Date
SURF FROGS	SN: 75187392 RN: 2131372	IC: 28 U.S. Class(es): 22, 23, 38, 50	October 15, 1996	January 20, 1998
T-REXCAVATOR	SN: 85365580 RN: 4102139	IC: 28 U.S. Class(es): 22, 23, 38, 50	July 7, 2011	February 21, 2012
UNCLE MILTON and design 	SN: 77963809 RN: 4133574	IC: 28 U.S. Class(es): 22, 23, 38, 50	March 19, 2010	May 1, 2012
UNCLE MILTON and design 	SN: 77963758 RN: 3987795	IC: 9 U.S. Class(es): 21, 23, 26, 36, 38  IC: 21 U.S. Class(es): 2, 13, 23, 29, 30, 33, 40, 50	March 19, 2010	July 5, 2011
UNCLE MILTON	SN: 78265317 RN: 2858040	IC: 9 U.S. Class(es): 21, 23, 26, 36, 38  IC: 16 U.S. Class(es): 2, 5, 22, 23, 29, 37, 38, 50  IC: 28 U.S. Class(es): 22, 23, 38, 50	June 20, 2003	June 29, 2004
VE VIRTUAL EXPLORER and Design 	SN: 87036266 RN:	IC: 9 U.S. Class(es): 21, 23, 26, 36, 38  IC: 28 U.S. Class(es): 22, 23, 38, 50	May 13, 2016	
WILD WALLS	SN: 85739298 RN: 4486014	IC: 28 U.S. Class(es): 22, 23, 38, 50	September 26, 2012	February 18, 2014
Design Only 	SN: 75477382 RN: 2327915	IC: 16 U.S. Class(es): 2, 5, 22, 23, 29, 37, 38, 50	April 30, 1998	March 14, 2000
Design Only 	SN: 75150501 RN: 2144076	IC: 16 U.S. Class(es): 2, 5, 22, 23, 29, 37, 38, 50	August 15, 1996	March 17, 1998

Mark	U.S. Ser. No. / Reg. No.	Goods/Services	Filing Date	Reg. Date
Design Only 	SN: 86669589 RN: 4981318	IC: 28 U.S. Class(es): 22, 23, 38, 50	June 22, 2015	June 21, 2016

**EXHIBIT B**  
**(PATENT RIGHTS)**

Any and all patents and patent applications of Transferor, including without limitation, the following:

**United States**

Title	Patent No. / App. No.	Issued Date
Apparatus and related methods for the controlled illumination of a convex surface	8,419,439	April 16, 2013
Apparatus and related methods for the controlled illumination of a convex surface	8,133,058	March 13, 2012
Toy figure with interchangeable brain having associated voice responses	7,338,340	March 4, 2008
Pneumatically launched folding wing glider toy	7,216,642	May 15, 2007
Pneumatically launched folding wing glider toy	7,077,359	July 18, 2006

**International**

Title	International Application No.	International Filing Date
Toy figure with interchangeable brain having associated voice responses	PCT/US2005/0096 85	March 24, 2005

**EXHIBIT C**

**(COPYRIGHTS)**

Any and all works, copyrights, copyright registrations and applications for registration of Transferor, including without limitation, the following:

Full Title of Work	Registration Date	Registration Number
2003-D.	2003-03-27	TX0005713577
Ant farm live ant habitat.	2005-04-22	VA0001316844
Rainbow in My Room - Packaging Art.	2013-07-31	VA0001876040
Rainbow in My Room - Packaging Text.	2013-07-31	TX0008294616
Rainbow In My Room - Product Description.	2013-07-31	TX0007777112
Surf frogs live frog habitat.	2005-04-22	VA0001316842
Thingamabotz.	2005-04-22	VA0001330273
Thingamabotz.	2005-04-22	VA0001330229
Virtual Explorer Cards.	2016-09-08	VA0001264421
Xtreme ant farm live ant habitat.	2005-04-22	VA0001316845
Xtreme ants live ant habitat.	2005-04-22	VA0001316843