TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM501373 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Excelligence Learning Corporation		12/06/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Children's Factory, LLC	
Street Address:	c/o Excelligence Learning Corporation Legal Dept.	
Internal Address:	20 Ryan Ranch Road, Suite 200	
City:	Monterey	
State/Country:	CALIFORNIA	
Postal Code:	93940	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5343960	SURESTOP

CORRESPONDENCE DATA

Fax Number: 2126843999

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: 2126843900 Email: jpurow@grr.com Jonathan M. Purow **Correspondent Name:** Address Line 1: 270 Madison Avenue

Address Line 2: 8th Floor

Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	8876/0018
NAME OF SUBMITTER:	Jonathan M. Purow
SIGNATURE:	/Jonathan M. Purow/
DATE SIGNED:	12/10/2018

Total Attachments: 2

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> **TRADEMARK** REEL: 006497 FRAME: 0556

TRADEMARK ASSIGNMENT

WHEREAS, EXCELLIGENCE LEARNING CORPORATION, a corporation of the State of Delaware, U.S.A., with an address of 20 Ryan Ranch Rd, Ste. 200 Monterey, California 93940, United States of America (hereinafter referred to as the "Assignor"), owns the trademarks and registrations therefor listed in Schedule A (hereinafter referred to as the "MARK"); and

WHEREAS, Children's Factory, LLC, a Limited Liability Company of the State of Delaware, U.S.A., with an address of c/o Excelligence Learning Corporation Legal Dept., 20 Ryan Ranch Rd., Ste 200 Monterey, California 93940, United States of America (hereinafter referred to as the "Assignee"), is desirous of acquiring all of the right, title, and interest of Assignor in, to, and under the MARK, together with the goodwill of the business symbolized by the MARK;

NOW, THEREFORE in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the ASSIGNEE to the ASSIGNOR, the full receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its right, title, and interest in and to the MARK, together with the goodwill of the business symbolized by the MARK, and the right to sue and recover for past infringement thereof.

This Agreement is entered into by the parties as of and is effective as of December 6, 2018.

> EXCELLIGENCE LEARNING CORPORATION

Name: Trey Thomas

Trey Thomas

Title: Chief Legal Officer

Schedule A

MARK	REGISTRATION NUMBER	CLASS: GOODS/SERVICES
SURESTOP	5343960	12: Infant and baby riding vehicle, namely, baby strollers

RECORDED: 12/10/2018

TRADEMARK REEL: 006497 FRAME: 0558