

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM512996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilton Industries, Inc.		11/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Simplicity Creative Corp.		
Street Address:	450 PLYMOUTH ROAD, SUITE 300		
City:	PLYMOUTH MEETING		
State/Country:	PENNSYLVANIA		
Postal Code:	19462		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3602438	LOVE KNOT BUBBLE WANDS	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<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:	973-622-4444		
Email:	mfriscia@mccarter.com, kknoll@mccarter.com		
Correspondent Name:	Michael R. Friscia, Esq.		
Address Line 1:	MCCARTER & ENGLISH, LLP		
Address Line 2:	100 Mulberry Street, Four Gateway Center		
Address Line 4:	NEWARK, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	018094-00139		
NAME OF SUBMITTER:	MICHAEL R. FRISCIA		
SIGNATURE:	/Michael R. Friscia/		
DATE SIGNED:	03/06/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of November 3, 2017 by Wilton Industries, Inc., a Delaware corporation ("Assignor") in favor of Simplicity Creative Corp., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademarks identified in Schedule A (hereinafter the "Trademarks");

WHEREAS, Assignor agrees to assign to Assignee its title, rights and interest in and to the Trademarks in connection with an Asset and Securities Purchase Agreement, dated as of November 3, 2017 (the "ASPA"), by and among affiliates of Assignor and the other parties listed thereto; and

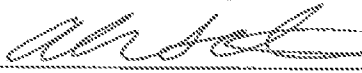
WHEREAS, Assignor and Assignee wish to document the formal assignment to Assignee of Assignor's title, interest and rights in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby assign and transfer to Assignee, its successors and assigns the entire right, title, and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present, and future infringements or violations thereof, if there may be any.
2. Assignor shall cooperate with Assignee at Assignee's expense in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest, or record Assignee's full and complete ownership of the Trademarks with, for example, the United States Patent and Trademark Office or equivalent foreign offices.
3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.
4. This Assignment and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.
5. This Assignment, contains the entire undertaking of Assignor with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of Assignor and Assignee relating to the subject matter hereof.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first written above.

WILTON INDUSTRIES, INC.

By: 

Ahna Severts, Senior Vice President and
General Counsel

SCHEDULE A

TRADEMARKS

Country	Trademark	Registration No.	Registration Date	Status
Canada	LOVE KNOT BUBBLE WANDS	TMA818735	February 29, 2012	Registered
United States	LOVE KNOT BUBBLE WANDS	3602438	April 7, 2009	Registered