

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518602

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900491249		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Build & Imagine LLC		05/25/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Melissa & Doug, LLC		
Street Address:	141 Danbury Road		
City:	Wilton		
State/Country:	CONNECTICUT		
Postal Code:	06897		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4596249	BUILD & IMAGINE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-624-5153		
Email:	wmiller@wissingmiller.com		
Correspondent Name:	Wissing Miller LLP		
Address Line 1:	434 West 33rd Street, 12th Floor		
Address Line 2:	Wendy E. Miller		
Address Line 4:	New York, NEW YORK 10001		
ATTORNEY DOCKET NUMBER:	129-0273US		
NAME OF SUBMITTER:	Wendy E. Miller		
SIGNATURE:	/Wendy E. Miller/		
DATE SIGNED:	04/11/2019		
Total Attachments: 10			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment"), effective as of May 25, 2018, is entered into by and between Build & Imagine, LLC (the "Assignor") and Melissa & Doug, LLC (the "Assignee"). Capitalized terms not defined in this Assignment have the meanings set forth in the Asset Purchase Agreement, dated as of May 25, 2018 (the "Purchase Agreement"), between Assignor and Assignee.

WHEREAS, Assignor is the owner of those certain patents and patent applications identified on Schedule A attached hereto ("Assigned Patents"); those certain trademarks and trademark applications identified on Schedule B attached hereto ("Assigned Trademarks"); and those certain domain names identified on Schedule C attached hereto ("Assigned Domain Names");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer and deliver the Assets to the Purchaser (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor's right, title and interest in and to the Assigned Patents, Assigned Trademarks and Assigned Domain Names (collectively, the "Assigned Intellectual Property").

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

1. Conveyance and Acceptance of Assigned Intellectual Property. Assignor hereby sells, conveys, transfers, assigns, grants and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to:

a. Assigned Patents. The Assigned Patents, any and all patents or patent applications that claim priority to such Assigned Patents, including continuations, divisions, continuations-in-part, reissues and reexaminations thereof, all rights of action pertaining to such Assigned Patents, including without limitation the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of such Assigned Patents and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to such Assigned Patents, and the right to claim priority, file foreign counterparts, and make applications for reissue and reexamination with respect to any of such Assigned Patents.

b. Assigned Trademarks. The Assigned Trademarks, the goodwill of the business connected to and associated with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all government and administrative bodies with respect to such Assigned Trademarks.

c. Assigned Domain Names. The Assigned Domain Names, the goodwill of the business connected to and associated with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all government and administrative bodies with respect to such Assigned Domain Names.

3. Recordation.

a. Authorization. Assignor hereby authorizes and requests that the Commissioner for Trademarks, the Commissioner for Patents, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Intellectual Property.

b. Domain Names. Assignor hereby acknowledges and agrees that each internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Assignee ownership of and administrative contact for all of the Assigned Domain Names transferred to it hereunder. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Domain Names. Without limiting the foregoing, at Assignee's request and expense Assignor will cooperate with Assignee to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; and (iii) take any further actions required by the Registering Authority's policies and rules to transfer the Domain Names to Assignee.

4. Assignment. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned or delegated, in whole or in part, by operation of Law or otherwise, by any party without the prior written consent of the other party, except that Assignee may assign any of its rights and delegate any of its obligations hereunder, in whole or in part without obtaining the consent of Assignor. Any purported assignment not permitted under this Section 3 is void.

5. Binding Effect. This Assignment shall bind and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

6. Further Assurances. If any further action is necessary or desirable to fully effect the transactions contemplated by this Assignment, each of the parties hereto shall take any action (including the execution and delivery of any instruments and documents) as any other party reasonably may request.

7. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the

State of New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

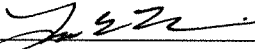
8. Counterparts. This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

BUILD & IMAGINE, LLC

By: 
Name: Laura Peterson
Title: Founder & CEO

ASSIGNEE:

MELISSA & DOUG, LLC

By: _____
Name: Lee Tsukroff
Title: Chief Financial Officer & Assistant Secretary

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

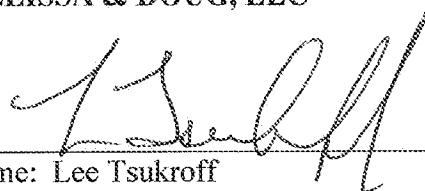
ASSIGNOR:

BUILD & IMAGINE, LLC

By: _____
Name:
Title:

ASSIGNEE:

MELISSA & DOUG, LLC

By: 
Name: Lee Tsukroff
Title: Chief Financial Officer & Assistant Secretary

SCHEDULE A
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Patents

Title	Jurisdiction	Patent Number	Date of Issuance
MAGNETIC TOY CONSTRUCTION	US	9,713,777	July 25, 2017

SCHEDULE B
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Trademarks

Mark	Owner	App. No. App. Date	Reg. No. Reg. Date
BUILD AND IMAGINE	Build & Imagine, LLC	86/157,339 January 3, 2014	4,596,249 Sept. 7, 2014

SCHEDULE C
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Domain Names

buildandimagine.com

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Build & Imagine LLC		05/25/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Melissa & Doug, LLC		
Street Address:	141 Danbury Road		
City:	Wilton		
State/Country:	CONNECTICUT		
Postal Code:	06897		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
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Phone:	212-624-5153		
Email:	wmiller@wissingmiller.com		
Correspondent Name:	Wissing Miller LLP		
Address Line 1:	434 West 33rd Street, 12th Floor		
Address Line 2:	Wendy E. Miller		
Address Line 4:	New York, NEW YORK 10001		
ATTORNEY DOCKET NUMBER:	129-0273US		
NAME OF SUBMITTER:	Wendy E. Miller		
SIGNATURE:	/Wendy E. Miller/		
DATE SIGNED:	03/26/2019		
Total Attachments: 8			
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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

April 05, 2019

PTAS

WISSING MILLER LLP
434 WEST 33RD STREET, 12TH FLOOR
WENDY E. MILLER
NEW YORK, NY 10001



900491249

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The assignment document submitted for recording is not acceptable. The statement for the Goodwill of the business was omitted. 15 U.S.C. §1060(a)

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, May 6, 2019**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900491249

Access Code: 6DZVN25HO5QSUM5

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

SULONDA STEVENSON
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION