

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547141

<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>
THE YOUNG SCIENTISTS CLUB, LLC		10/23/2019	Limited Liability Company: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HORIZON GROUP USA, INC.		
<b>Street Address:</b>	45 Technology Drive		
<b>City:</b>	Warren		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07059		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3210078	THE YOUNG SCIENTISTS CLUB AN EDUCATIONAL	
<b>Registration Number:</b>	3764348	STAR PILOT	
<b>Registration Number:</b>	3472700	YOUNG SCIENTIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9175223168		
<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>	(212) 735-8668		
<b>Email:</b>	msegui@morrisoncohen.com		
<b>Correspondent Name:</b>	Stephen I. Budow		
<b>Address Line 1:</b>	909 Third Avenue, 27th Floor		
<b>Address Line 2:</b>	c/o Morrison Cohen LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	024188-0010(SBudow)		
<b>NAME OF SUBMITTER:</b>	Stephen I. Budow		
<b>SIGNATURE:</b>	/Stephen I. Budow/		
<b>DATE SIGNED:</b>	10/29/2019		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of October 23, 2019 (this "Assignment"), is made and entered into by and between THE YOUNG SCIENTISTS CLUB, LLC, a Rhode Island limited liability company ("Assignor") and HORIZON GROUP USA, INC., a New Jersey corporation (the "Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party." Capitalized terms used but not defined herein shall have the meanings given to such terms in that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, Esther Novis and Bruce Novis (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

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

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the trademarks and trademark applications set forth in Exhibit A hereto (the "Marks"), whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Marks herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees, at Assignee's expense, to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee. Assignor hereby also agrees, at Assignee's expense, to execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

3. Unassignable Rights. To the extent any of the Marks cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Marks) unassignable Marks or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable

Marks. In the event any such unassignable Marks subsequently become assignable, Assignor shall promptly take all necessary action to assign such Marks to Assignor, upon request thereof by Assignor.

4. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

5. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

8. Governing Law. The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

9. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

10. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and

thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

11. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

12. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

13. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

*[Signature pages follow]*



IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

THE YOUNG SCIENTISTS CLUB, LLC

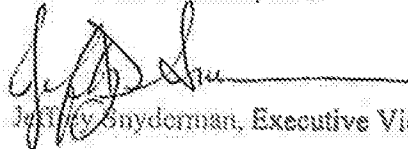
By:

Esther Novis, President

ASSIGNEE:


HORIZON GROUP USA, INC.

By:

  
Jeffrey Snyderman, Executive Vice President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

**EXHIBIT A**  
**TRADEMARKS**

Mark	Reg. No.	Reg. Date	Goods/Services
 <p>(THE YOUNG SCIENTISTS CLUB AN EDUCATIONAL SCIENCE ADVENTURE THAT LASTS A LIFETIME.)</p>	3210078	20-Feb-07	<p>Class 28 - Educational science kits for children comprising science experiments in the fields of recycling, scientific measurements, magnets, weather station, phases of matter, volcano, minerals, crystals, fossils, bacteria and fungi, weight and volume, acids and bases, water, capillary action, air, flight, heart and lungs, the digestive system, bones and muscle, senses, light, mirrors, electricity, circuits and electromagnets, magnetism, static electricity, tornadoes, clouds, and water cycle, seeds, fruits and other plant parts, eggs, owls, stars, planets, forces, surface tension, polymers, bubbles, illusions, the human body, germs, astronomy, rainbows, chemistry, famous scientists and their experiments, adventure science and printed curricula sold as a unit therewith</p> <p>Class 35 - Online retail store services featuring educational science kits for children and course materials for use in connection therewith</p>
STAR PILOT	3764348	23-Mar- 2010	Class 9 - Handheld viewer in the nature of a telescope which comprises lenses, magnifier, compass, red LED light, and a star ball used to locate stars and constellations, for use by children
YOUNG SCIENTIST	3472700	22-July-2008	Class 28 - Scientific toys, namely, toy telescopes