

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547388

<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>
Innovative USA, Inc.		11/13/2018	Corporation: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Melissa & Doug, LLC		
<b>Street Address:</b>	141 Danbury Road		
<b>City:</b>	Wilton		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06897		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2767736	HANDS-ON MINDS-ON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-624-5153		
<b>Email:</b>	wmiller@wissingmiller.com		
<b>Correspondent Name:</b>	Wissing Miller LLP		
<b>Address Line 1:</b>	433 West 33rd Street, 12th Floor		
<b>Address Line 2:</b>	attn: Wendy E. Miller		
<b>Address Line 4:</b>	New York, NEW YORK 10001		
<b>ATTORNEY DOCKET NUMBER:</b>	129-0258US		
<b>NAME OF SUBMITTER:</b>	Wendy E. Miller		
<b>SIGNATURE:</b>	/Wendy E. Miller/		
<b>DATE SIGNED:</b>	10/31/2019		
<b>Total Attachments: 6</b>			
source=iKids - IP Assignment EXECUTED#page1.tif			
source=iKids - IP Assignment EXECUTED#page2.tif			
source=iKids - IP Assignment EXECUTED#page3.tif			
source=iKids - IP Assignment EXECUTED#page4.tif			

OP \$40.00 2767736

source=iKids - IP Assignment EXECUTED#page5.tif

source=iKids - IP Assignment EXECUTED#page6.tif

**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (“Assignment”), dated as of November 13, 2018 (the “Effective Date”), is entered into by Innovative USA, Inc., a Connecticut corporation (“Seller”) and Melissa & Doug, LLC, a Delaware limited liability company (“Buyer”).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of November 2, 2018 (as amended, restated, modified or supplemented from time to time, the “Purchase Agreement”), Seller has agreed to sell, convey, transfer, assign, grant and deliver to Buyer the Assets (as such term is defined therein) (the “Acquisition”); and

**WHEREAS**, in connection with the Acquisition, Seller has agreed to assign to Buyer, and Buyer has agreed to acquire from Seller, all of Seller’s right, title, and interest in and to the Assigned Patents, Assigned Trademarks, Assigned Domain Names and Assigned Copyrights.

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, Buyer and Seller hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Effective as of the Closing, and on the terms and subject to the conditions set forth in the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, and Buyer hereby purchases, acquires and accepts, all of Seller’s right, title, and interest in and to the Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to the Assigned Trademarks. For purposes of this Assignment, “Assigned Trademarks” means the trademarks and trademark applications listed on Schedule A.

3. Conveyance and Acceptance of Assigned Patents. Effective as of the Closing, and on the terms and subject to the conditions set forth in the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, all right, title and interest in and to the Assigned Patents. For purposes of this Assignment, “Assigned Patents” means the patents and patent applications listed on Schedule B hereto, together with any continuations, continuations-in-part, divisionals, substitutions, reissues, reexaminations, patent term restorations and patent term extension of any of the foregoing, 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 Governmental Authorities 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.

4. Conveyance and Acceptance of Assigned Domain Names. Effective as of the Closing, and on the terms and subject to the conditions set forth in the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, and Buyer hereby purchases, acquires and accepts, all of Seller's right, title, and interest in and to the Assigned Domain Names, the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities and Registering Authorities with respect to such Assigned Domain Names. For purposes of this Assignment, "Assigned Domain Names" means the domain names listed on Schedule C hereto.

5. Conveyance and Acceptance of Assigned Copyrights. Effective as of the Closing, and on the terms and subject to the conditions set forth in the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, and Buyer hereby purchases, acquires and accepts, all of Seller's right, title, and interest in and to the Assigned Copyrights, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Copyrights and of this Assignment, and the right to initiate other proceedings before all Government Authorities with respect to such Assigned Copyrights. For purposes of this Assignment, "Assigned Copyrights" means the copyrights listed on Schedule D hereto.

6. Recordation and Authorization. Seller hereby requests and authorizes the United States Patent and Trademark Office and the Register of Copyrights and the officials of corresponding entities or agencies in any applicable jurisdictions to record Buyer as the owner of the Assigned Patents, Assigned Trademarks and Assigned Copyrights and as assignee of the entire right, title and interest in and to the same. Buyer shall have the right to record this Assignment with all applicable Governmental Authorities so as to perfect its ownership of the Assigned Patents, Assigned Trademarks, and Assigned Copyrights. Seller 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 Buyer ownership of and administrative contact for all of the Assigned Domain Names. Without limiting the foregoing, at Buyer's request, Seller will cooperate with Buyer to (a) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment of the Assigned Domain Names contemplated by this Assignment; (b) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; (c) take reasonable actions and execute and deliver documents that Buyer may request to effect the terms of this Assignment and to assist Buyer in changing the technical and administrative contact information for the Assigned Domain Names with the Registering Authorities to such information of Buyer's choice; and (iv) take any further actions required by the Registering Authority's policies and rules to transfer the Assigned Domain Names to Buyer.

7. Governing Law. Any disputes arising out of or in any way relating to 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.

a. Jurisdiction; Court Proceedings; Waiver of Jury Trial. Any proceeding against any party to this Assignment arising out of or in any way relating to this Assignment shall be brought in any federal or state court located in the State of Connecticut and each of the parties hereby submits to the exclusive jurisdiction of such courts for the purpose of any such proceeding; provided, that a final judgment in any such proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **Each party irrevocably and unconditionally agrees not to assert (a) any objection which it may ever have to the laying of venue of any such proceeding in any federal or state court located in the State of Connecticut, (b) any claim that any such proceeding brought in any such court has been brought in an inconvenient forum and (c) any claim that such court does not have jurisdiction with respect to such proceeding.** To the extent that service of process by mail is permitted by applicable law, each party irrevocably consents to the service of process in any such proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for in this Agreement. **Each party irrevocably and unconditionally waives any right to a trial by jury and agrees that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the parties irrevocably to waive its right to trial by jury in any proceeding.**

8. Counterparts. This Assignment 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.

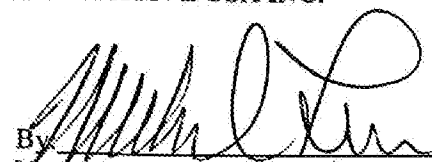
9. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, conveyance, transfer, and assignment effectuated by this Assignment is subject in all respects to the terms of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims, or remedies of Seller or Buyer, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

[remainder of page intentionally left blank]

Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives.

**SELLER:**

**INNOVATIVE USA INC.**

By:   
Name: Michael Lewis  
Title: CEO

**BUYER:**

**MELISSA & DOUG, LLC**

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Intellectual Property Assignment]*

Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives.

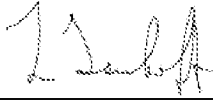
**SELLER:**

**INNOVATIVE USA INC.**

**BUYER:**

**MELISSA & DOUG, LLC**

By: \_\_\_\_\_  
Name:  
Title:

By:  \_\_\_\_\_  
Name: Lee Tsukroff  
Title: CFO

**SCHEDULE A  
ASSIGNED TRADEMARKS**

<b>Mark</b>	<b>Status</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Jurisdiction</b>
HANDS-ON, MINDS-ON BOOKS	Registered	1139370	30-Apr-2002	CA
HANDS-ON MINDS-ON	Registered	76351065	20-Dec-2001	US
INNOVATIVE KIDS	Registered	886258	17-Aug-2001	AU
INNOVATIVE KIDS	Registered	1113080	16-Aug-2001	CA
IKIDS	Registered	1081125	19-Oct-2005	AU
IKIDS	Registered	2404705	24-Oct-2005	GB
PHONICS COMICS PC AND DESIGN	Registered	1317830	25-Sep-2006	CA
POKE-A-DOT	Registered	2412028	25-Jan-2006	GB
POKE-A-DOT	Registered	1286640	19-Jan-2006	CA
POKE-A-DOT	Registered	78702160	29-Aug-2005	US
IBABY	Registered	1276118	18-Oct-2005	CA
IKIDS	Registered	1276119	18-Oct-2005	CA
IK AND DESIGN	Registered	1110848	26-Jul-2001	CA
IK AND DESIGN	Abandoned	642189	24-Jul-2001	NZ
IK AND DESIGN	Registered	76243873	18-Apr-2001	US
INNOVATIVE KIDS AND DESIGN	Abandoned	642191	24-Jul-2001	NZ