

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kellytoy Worldwide, Inc.		03/31/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kelly Toy Holdings, LLC		
Street Address:	4811 South Alameda Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	88487831	FLIP-A-MALLOW	
Serial Number:	88563713	HUGMALLOW	
Registration Number:	5514330	KELLYPET	
Registration Number:	5541538	KELLYPUPPY	
Serial Number:	88768061	MALLOWLAND	
Serial Number:	88768042	MALLOWTOWN	
Serial Number:	88768019	MALLOWVILLE	
Serial Number:	88772392	MEGAMALLOW	
Serial Number:	88729227	MICROMALLOW	
Registration Number:	5962289	MYSTERY SQUAD	
Serial Number:	87902891	SCAVENGER HUNT	
Serial Number:	88563773	SQUEEZEMALLOW	
Registration Number:	5454574	SQUISHMALLOW	
Serial Number:	88545972	SQUISHMALLOW	
Serial Number:	88545949	SQUISHMALLOW	
Serial Number:	88545922	SQUISHMALLOW	
Serial Number:	88545849	SQUISHMALLOW	
Serial Number:	88769004	SQUISHVILLE	
Serial Number:	88471796	SQUISHMALLOW HUGMEES	

OP \$540.00 88487831

Property Type	Number	Word Mark
Registration Number:	5587041	SQUOOSHEMS
Serial Number:	88735087	WISHMALLOWS

CORRESPONDENCE DATA

Fax Number: 5612441062
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: 5619905503
Email: ijung@crgolaw.com
Correspondent Name: CRGO Law
Address Line 1: 7777 Glades Road Suite 100
Address Line 4: Boca Raton, FLORIDA 33434

ATTORNEY DOCKET NUMBER:	1370-001
NAME OF SUBMITTER:	Isabelle Jung Greenberg
SIGNATURE:	/Isabelle Jung Greenberg/
DATE SIGNED:	05/14/2020

Total Attachments: 11

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of March 31, 2020 (the “**Effective Date**”), is made and entered into by and between Kellytoy Worldwide, Inc., a California corporation (“**KWI**”), Kellytoy (USA), Inc., a California corporation (“**KUI**”, and together with KWI, each, a “**Transferor**” and together, the “**Transferors**”), Kelly Toy Holdings, LLC, a Delaware limited liability company (“**Toys LLC**”) and Kelly Amusement Holdings, LLC, a Delaware limited liability company (“**Amusement LLC**” and, collectively with Toys LLC, the “**Transferees**”), (each a “**Party**” and collectively, the “**Parties**”). Capitalized terms used herein without definition shall have the respective meanings set forth in the Purchase Agreement (as defined below).

RECITALS:

WHEREAS, Transferors are affiliated entities that own certain assets relating to the toy and amusement industries business (the “**Business**”);

WHEREAS, the Transferors have entered into a Securities Purchase Agreement, dated as of March 9, 2020 (the “**Purchase Agreement**”), by and among Jazwares, LLC and certain of its affiliates (collectively, the “**Buyer Group**”) and other persons named in the Purchase Agreement, pursuant to which the Transferors will sell to certain members of the Buyer Group, and those members will purchase from the Transferors, seventy-five percent (75%) of the issued and outstanding membership interests in each of the Transferees;

WHEREAS, (i) KWI is the owner of all right, title, and interest in and to the Trademarks and the accompanying registrations and applications set forth in Schedule 1 and Schedule 2 attached hereto, (ii) KUI is the owner of all right, title, and interest in and to the Trademarks and the accompanying registrations and applications set forth in Schedule 3 attached hereto, (iii) Toys LLC desires to acquire all right, title, and interest in and to the Trademarks and the accompanying registrations and applications set forth in Schedule 1 and Schedule 3 (the “**Toys Trademarks**”) and (iv) Amusement LLC desires to acquire all right, title, and interest in and to the Trademarks and the accompanying registrations and applications set forth in Schedule 2 attached hereto (the “**Amusement Trademarks**”);

WHEREAS, in connection with the Purchase Agreement, Transferors and Transferees have entered into a Contribution Agreement (the “**Contribution Agreement**”), whereby Transferors contributed substantially all of Transferors’ assets to Transferees in accordance with the terms and conditions of the Contribution Agreement; and

WHEREAS, pursuant to the terms of the Contribution Agreement, each Transferor has agreed to convey, transfer and assign to Transferees the Toys Trademarks and the Amusement Trademarks owned by such Transferor, together with the goodwill of the Business symbolized thereby (the “**Assigned Trademarks**”), and has agreed to execute and deliver this Assignment to enable recording of the conveyance with the appropriate Governmental Authority including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Each Transferor hereby irrevocably sells, assigns, grants, conveys, transfers, and sets over unto the applicable Transferee set forth on Schedules 1, 2, and 3, all of such Transferors' respective rights, title and interest in and to the Assigned Trademarks, together with all national, foreign, state and common law rights, registrations or applications, renewals or extensions thereof or applications for such; all goodwill associated therewith, all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Assigned Trademarks; and to settle and retain proceeds from any such actions, except to the extent arising out of, or related to, any of the Excluded Assets as defined in the Contribution Agreement, whether arising by way of counterclaim or otherwise.

2. Recordation and Further Actions. Transferees shall be solely responsible for all actions whatsoever, including but not limited to, payment of Taxes, attorneys' fees and trademark office fees in any jurisdiction associated with the perfection of Transferees' right, title, and interest in and to the Assigned Trademarks and recordation and/or registration of this Assignment or any other document evidencing the assignment to Transferees of the Assigned Trademarks. Transferors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, and the corresponding Governmental Authority in any applicable foreign countries or multinational authorities, to record Transferees as the assignee and owner of the Assigned Trademarks. Following the date hereof, Transferors shall execute and deliver such documents, files, registrations, or other similar items as Transferees may reasonably request to effectuate the assignment of the Assigned Trademarks to Transferees, or any assignee or successor thereto.

3. No Conflict. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants or indemnification obligations of the parties contained in the Purchase Agreement.

4. Successors and Assigns. The provisions of this Assignment and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.

7. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

8. Amendment. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is being sought.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

TRANSFEROR

Kellytoy Worldwide, Inc.

By Jonathan S. Kelly

Name: Jonathan S. Kelly

Title: Chief Executive Officer

TRANSFEROR

Kellytoy (USA), Inc.

By Jonathan S. Kelly

Name: Jonathan S. Kelly

Title: Chief Executive Officer

TRANSFeree

Kelly Amusement Holdings, LLC

By Jonathan S. Kelly

Name: Jonathan S. Kelly

Title: Chief Executive Officer

TRANSFeree

Kelly Toys Holdings, LLC

By Jonathan S. Kelly

Name: Jonathan S. Kelly

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK

REEL: 006939 FRAME: 0392

SCHEDULE 1
KWI TRADEMARKS ASSIGNED TO TOYS LLC

U.S. and International Trademarks

#	Trademark	Status	Country	Filing/Reg. Date	Serial/Reg. No.	Int'l Class	Owner/Notes
1.	FLIP-A-MALLOW	Pending	US	Filing Date 6/25/2019	Serial No. 88/487,831	28	Kellytoy Worldwide, Inc. Intent-to-use Statement of Use or Extension due 6/10/2020
2.	HUGMALLOWS	Allowed	US	Filing Date 8/2/2019	Serial No. 88/563,713	28	Kellytoy Worldwide, Inc. Intent-to-use Statement of Use or Extension due 6/10/2020
3.	KELLYPET	Registered	US	Filing Date 6/8/2016 Reg. Date 7/10/2018	Serial No. 87/064,603 Reg. No. 5,514,330	28	Kellytoy Worldwide, Inc. Declaration of Use due 7/10/2024
4.	KELLYPUPPY	Registered	US	Filing Date 6/8/2016 Reg. Date 8/14/2018	Serial No. 87/065,118 Reg. No. 5,541,538	28	Kellytoy Worldwide, Inc. Declaration of Use due 8/14/2024
5.	MALLOWLAND	Pending	US	Filing Date 1/21/2020	Serial No. 88/768,061	28	Kellytoy Worldwide, Inc. Intent-to-use
6.	MALLOWTOWN	Pending	US	Filing Date 1/21/2020	Serial No. 88/768,042	28	Kellytoy Worldwide, Inc. Intent-to-use
7.	MALLOWVILLE	Pending	US	Filing Date 1/21/2020	Serial No. 88/768,019	28	Kellytoy Worldwide, Inc. Intent-to-use
8.	MEGAMALLOWS	Pending	US	Filing Date 1/24/2020	Serial No. 88/772,392	28	Kellytoy Worldwide, Inc. Intent-to-use
9.	MICROMALLOWS	Pending	US	Filing Date 12/16/2019	Serial No. 88/729,227	28	Kellytoy Worldwide, Inc. Intent-to-use
10.	MYSTERY SQUAD	Registered	US	Filing Date 5/1/2018 Reg. Date 1/14/2020	Serial No. 87/902,899 Reg. No. 5,962,289	28	Kellytoy Worldwide, Inc. Declaration of Use due 1/14/2026
11.	SCAVENGER HUNT	Abandoned	US	Filing Date 5/1/2018	Serial No. 87/902,891	28	Kellytoy Worldwide, Inc. Intent-to-use Abandoned due to no statement of use filed
12.	SQUEEZEMALLOWS	Allowed	US	Filing Date 8/2/2019	Serial No. 88/563,773	28	Kellytoy Worldwide, Inc. Intent-to-use Statement of Use or Extension due 6/10/2020

#	Trademark	Status	Country	Filing/Reg. Date	Serial/Reg. No.	Int'l Class	Owner/Notes
13.	SQUISHMALLOW	Registered	US	Filing Date 1/31/2017 Reg. Date 4/24/2018	Serial No. 87/319,831 Reg. No. 5,454,574	28	Kellytoy Worldwide, Inc. Declaration of Use due 4/24/2024
14.	SQUISHMALLOW S	Allowed	US	Filing Date 7/29/2019	Serial No. 88/545,972	3, 14, 21, 24	Kellytoy Worldwide, Inc. Intent-to-use Statement of Use or Extension due 6/10/2020
15.	SQUISHMALLOW S	Pending	US	Filing Date 7/29/2019	Serial No. 88/545,949	9, 20	Kellytoy Worldwide, Inc. Intent-to-use Response to office action due 3/6/2020
16.	SQUISHMALLOW S	Pending	US	Filing Date 7/29/2019	Serial No. 88/545,922	12, 16, 18, 25, 28	Kellytoy Worldwide, Inc. Intent-to-use Response to office action due 3/6/2020
17.	SQUISHMALLOW S	Pending	US	Filing Date 7/29/2019	Serial No. 88/545,849	29, 30, 32	Kellytoy Worldwide, Inc. Intent-to-use Response to office action due 3/9/2020
18.	SQUISHVILLE	Pending	US	Filing Date 1/22/2020	Serial No. 88/769,004	28	Kellytoy Worldwide, Inc. Intent-to-use
19.	SQUISHMALLOW S HUGMEES	Pending	US	Filing Date 6/13/2019	Serial No. 88/471,796	28	Kellytoy Worldwide, Inc. Intent-to-use Response to office action due 3/9/2020
20.	SQUOOSHEMS	Registered	US	Filing Date 2/15/2017 Reg. Date 10/16/2018	Serial No. 87/337,371 Reg. No. 5,587,041	28	Kellytoy Worldwide, Inc. Declaration of Use due 10/16/2024
21.	WISHMALLOWS	Pending	US	Filing Date 12/20/2019	Serial No. 88/735,087	28	Kellytoy Worldwide, Inc. Intent-to-use
22.	SQUISHMALLOW	Pending	CA	Filing Date 11/15/2018	Appl. No. 1930639	28	Kellytoy Worldwide, Inc. In-use
23.	SQUISHMALLOW S	Pending	Colombia	Filing Date 8/30/2019	Appl. No. SD201901047 58	18, 28	Kellytoy Worldwide, Inc.
24.	PUFFY	Pending	EU	Filing Date 1/24/2020	Appl. No. 18187181	28	Kellytoy Worldwide, Inc.
25.	SQUISHMALLOW S	Pending	IR/Madrid	Filing Date 8/30/2019	N/A	3, 8, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 28, 29, 30, 32	Kellytoy Worldwide, Inc. Designated countries: AU, CA EU, GB


#	Trademark	Status	Country	Filing/Reg. Date	Serial/Reg. No.	Int'l Class	Owner/Notes
26.	KELLYPUPPY	Registered	IR/Madrid	Filing Date 12/6/2016 Reg. Date 5/10/2017	Reg. No. 1327646	28	Kellytoy Worldwide, Inc. Renewal due 12/6/2026 Designated countries: AU (granted), CN (granted), EM (granted), MX (refused)
27.	SQUISHMALLOW	Registered	IR/Madrid	Filing Date 11/14/2018 Reg. Date 11/14/2018	Reg. No. 1440752	28	Kellytoy Worldwide, Inc. Renewal due 11/14/2028 Designated countries: AU (granted), EM (granted), GB (granted), JP (granted), KR (granted), MX (pending)
28.	SQUISHMALLOW S	Registered	IR/Madrid	Filing Date 8/30/2019 Reg. Date 8/30/2019	Reg. No. 1503177	18, 28	Kellytoy Worldwide, Inc. Renewal due 8/30/2029 Designated countries: CH, CN, CO, IL, IS, JP, KR, MX, NO, NZ, PH, RU, TR, UA (all pending)
29.	SQUISHMALLOW	Registered	Taiwan	Filing Date 11/19/2018 Reg. Date 7/16/2019	Appl. No. 107074581 Reg. No. 1998689	28	Kellytoy Worldwide, Inc. Renewal due 7/15/2029
30.	SQUISHMALLOW	Pending	South Africa	Filing Date 11/19/2018	Appl. No. 2018/34290	28	Kellytoy Worldwide, Inc.
31.	PUFFY	Pending	UK	Filing Date 1/24/2020	Appl. No. 3460887	28	Kellytoy Worldwide, Inc.

SCHEDULE 2
KWI TRADEMARKS ASSIGNED TO AMUSEMENT LLC

None.

SCHEDULE 3
KUI TRADEMARKS ASSIGNED TO TOYS LLC

U.S. and International Trademarks

#	Trademark	Status	Country	Filing/Reg. Date	Serial/Reg. No.	Int'l Class	Owner/Notes
32.	 (Playpets to Cuddle and Love Kellytoy)	Registered	US	Filing Date 4/10/1996 Reg. Date 12/31/1996	Serial No. 75/086,668 Reg. No. 2,027,317	28	Kellytoy (USA), Inc. Renewal due 12/31/2026
33.	ANIMAL PALS	Registered	US	Filing Date 5/18/2005 Reg. Date 5/16/2006	Serial No. 78/632,838 Reg. No. 3,092,916	28	Kellytoy (USA), Inc. Renewal due 5/16/2026
34.	BEANPALS	Registered	US	Filing Date 6/11/1996 Reg. Date 6/11/2002	Serial No. 75/117,146 Reg. No. 2,578,927	28	Kellytoy (USA), Inc. Renewal due 6/11/2022
35.	FANTASY PETS	Registered	US	Filing Date 2/1/1999 Reg. Date 12/23/2003	Serial No. 75/631,360 Reg. No. 2,797,996	28	Kellytoy (USA), Inc. Renewal due 12/23/2023
36.	HOLIDAY CHARMERS	Registered	US	Filing Date 5/18/2005 Reg. Date 1/20/2009	Serial No. 78/632,842 Reg. No. 3,565,888	28	Kellytoy (USA), Inc. Renewal due 1/20/2029
37.	HUGGAPALS	Registered	US	Filing Date 1/29/1998 Reg. Date 10/1/2002	Serial No. 75/425,725 Reg. No. 2,628,495	28	Kellytoy (USA), Inc. Renewal due 10/1/2022
38.	ITSY BITSY TEENY WEENY LITTLE MINI BEANPAL BABIES	Registered	US	Filing Date 5/11/2012 Reg. Date 9/16/2014	Serial No. 85/623,567 Reg. No. 4,605,958	28	Kellytoy (USA), Inc. Declaration of Use due 9/16/2020
39.	JUNGLE FRIENDS	Registered	US	Filing Date 5/18/2005 Reg. Date 4/25/2006	Serial No. 78/632,831 Reg. No. 3,085,517	28	Kellytoy (USA), Inc. Renewal due 4/25/2026
40.	K. LUXE	Registered	US	Filing Date 7/28/2010 Reg. Date 9/13/2011	Serial No. 85/095,356 Reg. No. 4,026,995	28	Kellytoy (USA), Inc. Renewal due 9/13/2021

#	Trademark	Status	Country	Filing/Reg Date	Serial/Reg. No.	Int'l Class	Owner/Notes
41.	KELLYKIDZ	Pending	US	Filing Date 2/26/2018 Reg. Date 7/30/2019	Serial No. 87/811,524 Reg. No. 5,816,770	28	Kellytoy (USA), Inc. Declaration of Use due 7/30/2025
42.	KELLYTOY	Registered	US	Filing Date 4/4/1996 Reg. Date 1/7/1997	Serial No. 75/084,096 Reg. No. 2,029,047	28	Kellytoy (USA), Inc. Renewal due 1/7/2027
43.	KELLYTOY	Registered	US	Filing Date 5/12/2016 Reg. Date 12/27/2016	Serial No. 87/034,444 Reg. No. 5,108,826	28	Kellytoy (USA), Inc. Declaration of Use due 12/27/2022
44.	KENNEL KLUB	Registered	US	Filing Date 5/17/2005 Reg. Date 5/16/2006	Serial No. 78/631,150 Reg. No. 3,092,887	28	Kellytoy (USA), Inc. Renewal due 5/16/2026
45.	KUDDLE ME TOYS	Registered	US	Filing Date 5/22/2019 Reg. Date 1/7/2020	Serial No. 88/441,459 Reg. No. 5,953,725	28	Kellytoy (USA), Inc. Declaration of Use due 1/7/2026
46.	LOOKY BOO'S	Registered	US	Filing Date 2/20/2014 Reg. Date 9/16/2014	Serial No. 86/199,523 Reg. No. 4,605,495	28	Kellytoy (USA), Inc. Declaration of Use due 9/16/2020
47.	MY GLOW CHUMS	Registered	US	Filing Date 11/26/2012 Reg. Date 9/16/2014	Serial No. 85/787,519 Reg. No. 4,606,186	28	Kellytoy (USA), Inc. Declaration of Use due 9/16/2020
48.	MY MINI CHUMS	Registered	US	Filing Date 5/11/2012 Reg. Date 1/7/2014	Serial No. 85/623,582 Reg. No. 4,460,874	28	Kellytoy (USA), Inc. Declaration of use was due 1/7/2020 (grace period ends 7/7/2020)
49.	PACK MATES	Registered	US	Filing Date 12/24/1997 Reg. Date 1/11/2000	Serial No. 75/410,905 Reg. No. 2,307,858	28	Kellytoy (USA), Inc. Renewal due 1/11/2020
50.	PILLOW CHARMERS	Registered	US	Filing Date 6/21/2010 Reg. Date 4/3/2012	Serial No. 85/067,871 Reg. No. 4,122,420	28	Kellytoy (USA), Inc. Renewal due 4/3/2022
51.	PILLOW CHUMS	Registered	US	Filing Date 5/18/2005 Reg. Date 5/16/2006	Serial No. 78/632,835 Reg. No. 3,092,915	28	Kellytoy (USA), Inc. Renewal due 5/16/2026
52.	PLAY PETS	Registered	US	Filing Date 5/25/2005	Serial No. 78/637,553	28	Kellytoy (USA), Inc. Renewal due 11/28/2026

#	Trademark	Status	Country	Filing/Reg Date	Serial/Reg. No.	Int'l Class	Owner/Notes
				Reg. Date 11/28/2006	Reg. No. 3,176,302		
53.	PLUSHBOTS	Registered	US	Filing Date 10/1/2014 Reg. Date 4/21/2015	Serial No. 86/411,462 Reg. No. 4,723,816	28	Kellytoy (USA), Inc. Declaration of Use due 4/21/2021
54.	PUFFY	Registered	US	Filing Date 11/26/2012 Reg. Date 4/22/2014	Serial No. 85/787,572 Reg. No. 4,517,007	28	Kellytoy (USA), Inc. Declaration of Use due 4/22/2020
55.	SQUISHY SQUOOSHEMS	Registered	US	Filing Date 11/26/2012 Reg. Date 1/21/2014	Serial No. 85/787,583 Reg. No. 4,468,886	28	Kellytoy (USA), Inc. Declaration of Use due 1/21/2020
56.	TUFF POOCH	Registered	US	Filing Date 7/14/2015 Reg. Date 11/22/2016	Serial No. 86/692,690 Reg. No. 5,087,676	28	Kellytoy (USA), Inc. Declaration of Use due 11/22/2022
57.	KELLYTOY 	Registered	US State/ Califor nia	Reg. Date 2/4/1992	Reg. No. 95558-105125	28	Kellytoy (USA), Inc. Renewal due 2/4/2022
58.	WAGS & PURRS	Registered	EU	Filing Date 1/27/2015 Reg. Date 7/6/2017	Appl. No. 13684725 Reg. No. 13684725	20, 28	Kellytoy (USA), Inc. Renewal due 1/27/2025
59.	KELLYTOY	Registered	IR/Mad rid	Filing Date 5/20/2016 Reg. Date 5/20/2016	Reg. No. 1302417	28	Kellytoy (USA), Inc. Renewal due 5/20/2026 Designated countries: AU (granted), CN (refused), MX (refused)
60.	KELLYTOY	Pending	Mexico	Filing Date 9/5/2018	Appl. No. 2096258	28	Kellytoy (USA), Inc.