

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633148

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900588489		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DT Holding Company		06/28/2012	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DT Learning Products, Inc.		
Street Address:	3333 Warrenville Road		
Internal Address:	Suite 200		
City:	Lisle		
State/Country:	ILLINOIS		
Postal Code:	60532		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3212464	GIANT PEGBOARD	
Registration Number:	1230032	DISCOVERY TOYS	
Registration Number:	1709412	PLAYFUL PATTERNS	
Registration Number:	1704326	A B SEAS	
Registration Number:	1438202	BOOMERINGS	
Registration Number:	1416127	MARBLEWORKS	
CORRESPONDENCE DATA			
Fax Number:	3122457467		
<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:	312-245-7500		
Email:	trademark@masudafunai.com		
Correspondent Name:	George H. Kobayashi		
Address Line 1:	203 N. LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	13524-10020		
NAME OF SUBMITTER:	George H. Kobayashi		

SIGNATURE:	/George H. Kobayashi/
DATE SIGNED:	03/19/2021
Total Attachments: 4 source=Trademark Assignment Agreement re 062812 signed#page1.tif source=Trademark Assignment Agreement re 062812 signed#page2.tif source=Trademark Assignment Agreement re 062812 signed#page3.tif source=Trademark Assignment Agreement re 062812 signed#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This **Trademark Assignment Agreement** ("Agreement") is made effective as of the June 28, 2012 ("Effective Date"), by and between DT Holding Company ("Assignor") and DT Learning Products, Inc. ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to certain U.S. and Canadian Trademark Registrations (collectively, "Trademarks") as set forth in Exhibit 1, attached hereto and incorporated herein by reference, and the associated goodwill in connection with such Trademarks (the "Goodwill");

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Trademarks and Goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee, the entire right, title, and interest in and to the Trademarks and the Goodwill to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby assigns, transfers, and conveys unto Assignee causes of action and rights to bring suit for infringement of the Trademarks.
2. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including but not limited to, the United States Patent and Trademark Office and Canadian Intellectual Property Office, to record Assignee as the assignee and owner of the Trademarks.
3. Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee's ownership of, the Trademarks and Goodwill. Assignor hereby grants to Assignee a Power of Attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and

delivering such documents and doing such acts in Assignor's place and stead as Assignor would otherwise be obligated.

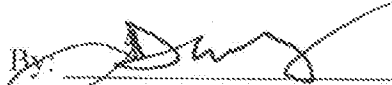
4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to any conflict of laws provisions.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed and delivered by their duly authorized officers and agents effective as of the Effective Date.

Assignor:

DT HOLDING COMPANY

By: 

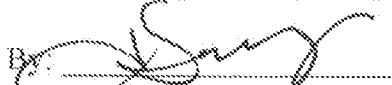
Name: JAMES MYERS

Title: CEO

ACCEPTED:

Assignee:

DT LEARNING PRODUCTS, INC.

By: 

Name: JAMES MYERS

Title: CEO

TRADEMARK ASSIGNMENT AGREEMENT

EXHIBIT I

No.	Country	Registration No.	Mark
1.	USA	3212464	GIANT PEGBOARD
2.	USA	1230032	DISCOVERY TOYS
3.	USA	1709412	PLAYFUL PATTERS
4.	USA	1704326	A B SEAS
5.	USA	1438202	BOOMERINGS
6.	USA	1416127	MARBLEWORKS
7.	Canada	TMA671702	GIANT PEGBOARD
8.	Canada	TMA290575	DISCOVERY TOYS