

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIBRE-CRAFT, LLC		12/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PEACHTREE PLAYTHINGS, INC.		
Also Known As:			
Street Address:	601 WOODLAWN DRIVE, N.E.		
Internal Address:	BUILDING 200		
City:	MARIETTA		
State/Country:	GEORGIA		
Postal Code:	30067		
Entity Type:	Corporation: GEORGIA		
Name:	SOUTHERN STATES MARKETING, INC.		
Doing Business As:	PEACHTREE PLAYTHINGS		
Street Address:	601 WOODLAWN DRIVE, N.E.		
Internal Address:	BUILDING 200		
City:	MARIETTA		
State/Country:	GEORGIA		
Postal Code:	30067		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4863279	SPRINGFIELD	
Registration Number:	4915257	SPRINGFIELD BOUTIQUE	
Registration Number:	4860379	SPRINGFIELD BOUTIQUE	
Registration Number:	2570013	THE SPRINGFIELD COLLECTION	
Registration Number:	1302678	FIBRE-CRAFT	
Registration Number:	1401835	FIBRE-CRAFT	
Registration Number:	2022993	FIBRE-CRAFT	
Registration Number:	2871355	CREATIVE HANDS	

OP \$215.00 4863279

CORRESPONDENCE DATA**Fax Number:** 2157359305*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:** 2157359302**Email:** trademarks@thebellesgroup.com**Correspondent Name:** BELLES KATZ LLC**Address Line 1:** 1800 JOHN F. KENNEDY BLVD.**Address Line 2:** SUITE 1010**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	SSM-TM-GEN
NAME OF SUBMITTER:	LAURA C. FORREST
SIGNATURE:	/lauracforrest/
DATE SIGNED:	05/19/2021

Total Attachments: 7

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Exhibit B-1

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of December 12, 2019, is made by Fibre-Craft, LLC ("Seller"), a Delaware limited liability company, in favor of Peachtree Playthings, Inc. ("Buyer"), a Georgia corporation, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller, dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset 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 Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the Seller agrees as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark

Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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).

[SIGNATURE PAGE FOLLOWS]

12/6/19

PEACHTREE PLAYTHINGS, INC.

By: [Signature] (SEAL)
Name: Mark E. Tasman, President

Address for Notices: 601 Woodlawn Drive,
N.E., Building 200, Marietta, GA 30067

ACKNOWLEDGMENT

STATE OF Georgia)
)SS.
COUNTY OF Cobb)

On the ____ day of _____, 2019, before me personally appeared Mark E. Tasman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that the executed the same in their authorized capacity as the _____ of _____, and acknowledged the instrument to be the free act and deed of _____ for the uses and purposes mentioned in the instrument.




Notary Public
Printed Name:

My Commission Expires: _____

SCHEDULE 1

Assigned Trademarks

Trademark Registrations (all U.S. jurisdiction)

TRADEMARK	REG. NUMBER	REG. DATE
FIBRE-CRAFT	1,302,678	October 30, 1984
FIBRE-CRAFT	1,401,835	July 22, 1986
FIBRE CRAFT	2,022,993	December 17, 1996
CREATIVE HANDS	2,342,740	April 18, 2000
THE SPRINGFIELD COLLECTION	2,570,013	May 14, 2002
CREATIVE HANDS	2,871,355	August 10, 2004
	3,649,449	July 7, 2009
	3,649,450	July 7, 2009
Fibre Craft	3,665,622	August 11, 2009
SPRINGFIELD COLLECTION	4,375,123	July 30, 2013
SPRINGFIELD BOUTIQUE	4,860,379	November 24, 2015
	4,915,257	March 8, 2016
SPRINGFIELD	4,863,279	December 1, 2015

TRADEMARK ASSIGNMENT AGREEMENT

This ASSIGNMENT, dated as of the execution date below, is from Peachtree Playthings, Inc., a Georgia corporation ("Assignor") to Southern States Marketing Inc., dba Peachtree Playthings, a Georgia corporation ("Assignee").

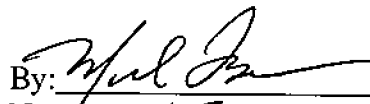
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge:

Assignor hereby conveys, assigns, transfers and delivers to Assignee, its successors and assigns, to have and to hold the same for use and enjoyment of Assignee and its successors and assigns, the entire right, title and interest in and to the marks listed on Schedule A, attached hereto, together with any registrations therefor, anywhere in the world ("the Trademarks"), along with the goodwill those marks represent and the right to recover for damages and profits for past and future infringements thereof, the Trademarks to be held and enjoyed by Assignee for its own use and behalf and for the use and behalf of its successors, assigns, and appropriate parties as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date written below.

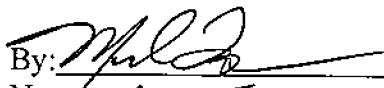
Peachtree Playthings, Inc.

Date: Dec. 6, 2019





By: 
Name: MARK TASMAN
Title: PRESIDENT

Southern States Marketing, Inc.

Date: Dec. 6, 2019

By: 
Name: MARK TASMAN
Title: PRESIDENT

SCHEDULE A

TRADEMARK	REG. NUMBER
FIBRE-CRAFT	1302678
FIBRE-CRAFT	1401835
FIBRE-CRAFT	2022993
CREATIVE HANDS	2342740
THE SPRINGFIELD COLLECTION	2570013
CREATIVE HANDS	2871355
	3649449
	3649450
	3665622
SPRINGFIELD COLLECTION	4375123
SPRINGFIELD BOUTIQUE	4860379
	4915257
SPRINGFIELD	4863279