

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Bank		11/17/2010	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Professional Gallery, Inc.		
Street Address:	24795 County Road 75		
City:	St. Cloud		
State/Country:	MINNESOTA		
Postal Code:	56301		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0955635	ANIMAL FAIR	
CORRESPONDENCE DATA			
Fax Number:	(866)936-4542		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	952-935-4392		
Email:	dustin@dufault-law.com		
Correspondent Name:	Dustin R. DuFault		
Address Line 1:	PO Box 1219		
Address Line 4:	Minnetonka, MINNESOTA 55345		
ATTORNEY DOCKET NUMBER:	PGI.25-01		
NAME OF SUBMITTER:	Dustin R. DuFault		
Signature:	/drd/		
Date:	01/19/2011		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment, (this "**Assignment**"), effective as of 09 August 2010 (the "**Effective Date**"), is entered into by and between Central Bank, a Minnesota Banking Corporation having its registered office at 2270 Frontage Road West, Stillwater, Minnesota 55082 (hereinafter "**Assignor**") and Professional Gallery, Inc., a Minnesota Corporation having an office and principal place of business at 24795 County Road 75, St. Cloud, Minnesota, 56301 (hereinafter "**Assignee**"). Assignor and Assignee are each a party ("**Party**" and are collectively the "**Parties**").

WHEREAS, as a foreclosing secured party, Assignor had a security interest in the general intangibles of Princess Soft Toys, Inc., a Minnesota corporation, including the mark ANIMAL FAIR (hereinafter "**the mark**") and the registration thereof in the United States Patent and Trademark Office, Reg. No. 955,635, granted on 20 March 1973 (hereinafter "**the '635 registration**").

WHEREAS, Assignee acquired the Assignor's entire right, title, goodwill and interest in and to the mark and the '635 registration.

WHEREAS, on the Effective Date, the parties entered into that certain Bill of Sale in which the Assignee purchased from Assignor, *inter alia*, Princess Soft Toys, Inc.'s and Assignor's interest in the mark, the '635 registration, and all the goodwill associated therewith subject to the terms of the Bill of Sale.

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

1. Assignor does hereby sell, assign, transfer and convey to the Assignee without any restrictions, reservations or limitations, any and all of the Assignor's entire right, title and interest in and to the mark, together with the goodwill of the business associated with the mark, and the '635 registration.
2. Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, as of the Effective Date, Assignor had the right to sell and transfer the mark and the '635 registration to Assignee (Assignor being a secured creditor selling the same to Assignee in accordance with the Uniform Commercial Code as adopted in Minnesota) and that Assignor had and has good and full right and lawful authority to sell and convey the same in the manner herein set forth and under the terms of the Bill of Sale.
3. The Parties agree that if any term or provision of this Assignment is determined to be illegal, unenforceable, or invalid in whole or in part for

any reason, then such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Assignment, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Assignment. If any provision or part thereof of this Assignment is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

4. This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective as of the Effective Date when one or more such counterparts have been signed by each Party and received by the other Party.
5. This Assignment shall be deemed to have been made in the State of Minnesota, and its form, execution, validity, construction and effect shall be determined in accordance with the laws thereof and the federal laws, regulations, treaties and international conventions relating to intellectual property.
6. This Assignment may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Assignment shall be binding unless it is in writing and signed by all Parties.
7. Assignor requests the Commissioner of Trademarks to assign the '635 registration to Assignee for the sole use and benefit of the Assignee, its successors, legal representatives and assigns.

CENTRAL BANK

By: 
Name: Jerry Hentges
Title: Branch President

Date: 11-17-2010

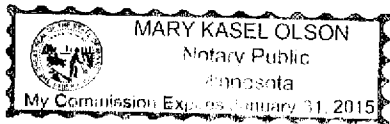
PROFESSIONAL GALLERY, INC.

By: 
Name: Matt Bertram
Title: President

Date: 1-7-2011

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 17th day of November, 2010, before me, a notary public within and for said county, personally appeared Jerry Hentges, the Branch President of Central Bank, a Minnesota banking corporation, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of the corporation.



Mary Kasel Olson

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF STEARNS)

On this 7th day of January, 2010, before me, a notary public within and for said County, personally appeared Matt Bertram, the President of Professional Gallery, Inc., a Minnesota corporation, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of the corporation.

Irene J. Morgel

Notary Public

