

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
Kristin Ellsworth		11/01/2011	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Peeps Eyewear, LLC
Street Address:	100 South Baldwin
Internal Address:	Suite 200
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53703
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85125621	
Serial Number:	85296975	FOR KIDS WHO GET TO WEAR GLASSES
Serial Number:	85010029	KITTY PEEPS
Serial Number:	77907224	PEEPS EYEWEAR
Serial Number:	77914088	PRINCESS PEEPS
Serial Number:	77574488	PRINCESS PEEPS
Serial Number:	77596195	PRINCESSES WEAR GLASSES
Serial Number:	77595864	PRINCESSES WEAR GLASSES
Serial Number:	77967591	PUPPY PEEPS

CORRESPONDENCE DATA

Fax Number: (414)298-8097
 Phone: 4142981000
 Email: tadmin@reinhartlaw.com

900206678

**TRADEMARK
 REEL: 004657 FRAME: 0519**

CH \$240.00 85125621

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Michele Dietz
Address Line 1: 1000 North Water Street
Address Line 2: Suite 1800
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Michele Dietz
Signature:	/MLD/
Date:	11/08/2011
Total Attachments: 2 source=Trademark Assignment Peeps Eyewear#page1.tif source=Trademark Assignment Peeps Eyewear#page2.tif	

Trademark Assignment

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into and effective as of November 1, 2011 (the "Effective Date") by and between Ms. Kristin Ellsworth, an individual residing in Wisconsin ("Assignor") and Peeps Eyewear, LLC, a Wisconsin limited liability company ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Assignor hereby transfers and assigns all rights, title and interest in and to the U.S. trademarks identified in Schedule 1 (the "Trademarks") to Assignee, including (a) Assignor's entire business and all goodwill associated with the Trademarks; (b) any common law trademark rights associated with the Trademarks; (c) all renewals thereof; and (d) all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof. This assignment of the Trademark is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

MS. KRISTIN ELLSWORTH (ASSIGNOR)



By: Ms. Kristin Ellsworth

PEEPS EYEWEAR, LLC (ASSIGNEE)



By: Ms. Kristin Ellsworth, Manager

Schedule 1

Trademark	U.S. Serial No.	U.S. Reg. No.	Applicant/Registrant
CROWN DESIGN	85/125,621	3,957,558	Kristin Ellsworth
FOR KIDS WHO GET TO WEAR GLASSES	85/296,975	Pending	Kristin Ellsworth
KITTY PEEPS	85/010,029	Pending	Kristin Ellsworth
PEEPS EYEWEAR	77/907,224	Pending	Kristin Ellsworth
PRINCESS PEEPS	77/914,088	Pending	Kristin Ellsworth
PRINCESS PEEPS	77/574,488	3,850,688	Kristin Ellsworth
PRINCESSES WEAR GLASSES	77/596,195	Pending	Kristin Ellsworth
PRINCESSES WEAR GLASSES	77/595,864	Pending	Kristin Ellsworth
PUPPY PEEPS	77/967,591	Pending	Kristin Ellsworth