### 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
Rocket USA, Inc.		02/06/2012	CORPORATION:

### **RECEIVING PARTY DATA**

Name:	Rocket USA, LLC
Street Address:	761 N 17th Street
Internal Address:	Unit 24
City:	St. Charles
State/Country:	ILLINOIS
Postal Code:	60174-1671
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3569412	BIG KEY
Registration Number:	3570056	BOP-O-METER
Registration Number:	3570055	BOP-O-RAMA
Registration Number:	3050642	GANG OF FIVE
Registration Number:	3115560	HACKER COMIX
Registration Number:	3054467	MACHINE MAN
Registration Number:	3408916	MARS PATROL
Registration Number:	3390375	MINI COMIX
Registration Number:	3620846	MY ANGEL LIFE
Registration Number:	3138049	NON-STOP-ROBOT
Registration Number:	3108261	PIGGY CHEF
Registration Number:	3596836	POCKET JESUS
Registration Number:	2282157	R.U.R.
		TRADEMARK

REEL: 004711 FRAME: 0344

TRADEMARK

Registration Number:	2561667	ROBOT ONE
Registration Number:	2275230	SONIC ROBOT
Registration Number:	3232386	SPIKEE BRAND
Registration Number:	3011502	TARGET ROBOT
Registration Number:	2051304	THWACK
Registration Number:	2714343	UNCLE SAM'S
Registration Number:	2218634	USA
Registration Number:	2652594	WACKY WIND-UPS
Registration Number:	2967921	WHIRL-O
Registration Number:	3344008	WHOMP IT!

#### **CORRESPONDENCE DATA**

**Fax Number**: (520)615-9453 **Phone**: 2062956763

Email: mike@regalgamesllc.com

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

via US Mail.

Correspondent Name: Michael Caffrey

Address Line 1: 4978 N Bonita Ridge Ave
Address Line 4: Tucson, ARIZONA 85750

NAME OF SUBMITTER:	Michael S. Caffrey
Signature:	/M S Caffrey/
Date:	02/06/2012

#### Total Attachments: 23

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For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
HACKER COMIX	PRINTED PUBLICATIONS NAMELY COMMIC BOOKS	June 6, 1995 Serial Number 74684858	3115560 July 18, 2006

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

Now therefore, Pursuant to the Asset Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, "Assignor" hereby sells, assigns, and transfers onto Assignee all of Assignor's right, title, and interest in and to the Trademark and the goodwill associated therewith, including, without limitation, all renewals therefore, all proceeds therefrom (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, and the goodwill of the business associated with and symbolized by the Trademark.

ROCKET USA, INC.
By: De Bancont
Patrick B. Caracciolo, not individually but as Trustee/ Assignee for the Benefit for Creditors
Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this <u>/6</u> day of November, 2011, to me known to be the person who is described in and who executed the foregoing assignment instrument and personally appeared before and acknowledged to me that she executed the same of his own free will for the purpose therein expressed.
Sucille a. Omorato
Notary Public "OFFICIAL SEAL"
Notary Seal:  Lucille A Onorato Notary Public, State of Illinois My Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
ROBOT ONE	TOY ROBOTS AND MECHANICAL ACTON FIGURES	April 23, 2001 Serial Number 76245026	2561667 April 16, 2002

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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By: Of Rocket USA, Inc.  By: Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this day of November, 2011, to me known to be the person who is described in and who executed the foregoing assignment instrument and personally appeared before and acknowledged to me that she executed the same of his own free will for the purpose therein expressed.
Notary Public
Notary Seal:  "OFFICIAL SEAL"  Lucille A Onorato  Notary Public, State of Illinois  My Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
GANG OF FIVE	MECHANICAL ROBOT TOYS	January 26, 2005 Serial Number 78554480	3050642 January 26, 2006

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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ROCKET USA, INC.
By: Dod Calder Ciol
Patrick B. Caracciolo, not individually but as
Trustee/ Assignee for the Benefit for Creditors
Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this day of November, 2011, to me known to be the person who is described in and who executed the foregoing assignment instrument and personally appeared before
and acknowledged to me that she executed the same of his own free will for the purpose therein expressed.
Lucille a. Onorate
Notary Public
Notary Seal: SEAL" Lucille A Onorato
Notary Public, State of Illinois My Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
THWACK	G&S games namely equipment sold as a unit for an action type target game.	January 30, 1995 Serial Number 74627456	2051304 April, 8 1997

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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ROCKET USA, INC.
By: Data Glaccil
Patrick B. Caracciolo, not individually but as
Trustee/ Assignee for the Benefit for Creditors
Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this 16 day of November, 2011, to me known to be the person who is described in and who executed the foregoing assignment instrument and personally appeared before and acknowledged to me that she executed the same of his own free will for the purpose therein expressed.  Liville A. Ono ale
"OFFICIAL SEAL"  Lucille A Onorato  My Commission Expires of Illinois

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
USA & Design	Mechanical Toys robots, rockets and vehicles	October 24, 1997 Serial Number 75378584	2218634 January 19, 1999

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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By: Caracciolo, not individually but as Trustee/ Assignee for the Benefit for Creditors Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this 16 day of November, 2011, to me known to be the person who is described in and who executed the foregoing assignment instrument and personally appeared before and acknowledged to me that she executed the same of his own free will for the purpose therein expressed.  Licille 4. Ono at
Notary Public
Notary Seal:  "OFFICIAL SEAL"  Lucille A Onorato  Notary Public, State of Illinois  My Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
Sonic Robot	Mechanical Action Toys, namely, toy robots	June 6, 1997 Serial Number 75304679	2275230 September 7, 1999

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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·
ROCKET USA, INC.
By: Describ
Patrick B. Caracciolo, not individually but as
Trustee/ Assignee for the Benefit for Creditors
Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this 16 day of November, 2011 to me known to be the person who is
described in and who executed the foregoing assignment instrument and personally appeared before
and acknowledged to me that she executed the same of his own free will for the purpose therein
expressed.
Lucille a- Onosato
gradite of Omogato
Notary Public
Notary Seal:
3 OFFICIAL COMMUNICATION
Lucille A Onorato  Notary Public, State of the
Notary Public, State of Illinois  My Commission Expires 12/16/05
My Commission Expires 12/16/2013
**************************************

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
R.U.R.	Mechanical Robot Toys	February 27, 1998 Serial Number 75442169	2282157 September 28, 1999

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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ROCKET USA, INC.
By: Old Call Patrick B. Caracciolo, not individually but as Trustee/ Assignee for the Benefit for Creditors Of Backet LISA. Inc.
Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this 6 day of November, 2011, to me known to be the person who is described in and who executed the foregoing assignment instrument and personally appeared before and acknowledged to me that she executed the same of his own free will for the purpose therein expressed.
Notary Public
Notary Seal:  "OFFICIAL SEAL" Lucille A Onorato Notary Public State

Notary Public, State of Illinois
My Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
WACKY WIND-UPS	WIND UP TOYS	April 17, 2001 Serial Number 76241776	2652594 November 19, 2002

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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ROCKET USA,	INC -
By: New Patrick B. Carace	ciolo, not individually but as e for the Benefit for Creditors
State of Illinois	
County of Cook	
described in and v and acknowledged expressed.	day of November, 2011, to me known to be the person who is who executed the foregoing assignment instrument and personally appeared before to me that she executed the same of his own free will for the purpose therein
Notary Public Notary Seal:	"OFFICIAL SEAL"  Lucille A Onorato  Notary Public, State of Illinois  My Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
UNCLE SAM'S	COIN BANKS FOR CHILDREN	May 31, 2001 Serial Number 76264700	2714343 May 6, 2003

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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ROCKET USA, INC.
By: See & ceaccil
Patrick B. Caracciolo, not individually but as Trustee/ Assignee for the Benefit for Creditors
Of Rocket USA, Inc.
of Rocket USA, file.
State of Illinois
Country of Cool
County of Cook
Before me this 16 day of November, 2011, to me known to be the person who is
described in and who executed the foregoing assignment instrument and personally appeared before
and acknowledged to me that she executed the same of his own free will for the purpose therein
expressed.
Lucille a. Onorato
Notary Public Summer Su
Notary Seal: "OFFICIAL SEAL"
Notary Seal:  Lucille A Onorato  Notary Public State Att
My Commission State of Winster
Notary Public, State of Illinois  My Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
WHIRL-O	Top that will travel around the track	October 7, 2003 Serial Number 76553973	2967921 July, 12 2005 European Trademark Registration (CTM) 003736031

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

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ROCKET USA, INC.		
By: Della Mil	Del 128	
Patrick B. Caracciolo, not in		
Trustee/ Assignee for the Bo	enefit for Creditors	
Of Rocket USA, Inc.		
State of Illinois		
County of Cook	•	
described in and who execute	ovember, 2011, to d the foregoing assignment instrum c she executed the same of his own to	o me known to be the person who is ent and personally appeared before ree will for the purpose therein
Lucille a. O.	worato	
Notary Public	<b>******</b>	•
Notary Seal:	"OFFICIAL SEAL" Lucille A Onorato Notary Public, State of Illinois My Commission Expires 12/16/2013	TDADEMADK

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATION NUMBER AND DATE	REGISTATION NUMBER AND DATE
TARGET ROBOT	MECHANICAL ROBOT TOYS	January 26, 2005 Serial Number 78444532	3011502 November 1, 2005

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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By: Caracciolo, not individually but as Trustee/ Assignee for the Benefit for Creditors Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this <a href="https://doi.org/ld/be/day.of/be/day.of/"> <a href="https://doi.org/"> <a "="" doi.org="" href="https://doi.org//&gt; &lt;a href=" https:=""> <a href="https://doi.org/"> https://doi.org/"&gt; <a href="https://doi.org/"> https://doi.org/"&gt; https://doi.o</a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a>
Notary Public
Wy Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
MACHINE MEN	MECHANICAL ROBOT TOYS	January 26, 2005 Serial Number 78554559	3054467 January 31, 2006

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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ROCKET USA, INC.
By: All Caracciolo, not individually but as Trustee/ Assignee for the Benefit for Creditors Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this he day of November, 2011
Notary Public
Notary Seal:  "OFFICIAL SEAL"  Lucille A Onorato  Notary Public, State of Illinois  My Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
PIGGY CHEF	WIND PIG LIKE FIGURE ATTIRED AS A CHEF	July 30, 2004 Serial Number 76605068	3108261 July 30, 2004

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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By: Patrick B. Caracciolo, not individually but as Trustee/ Assignee for the Benefit for Creditors Of Rocket USA, Inc.
State of Illinois
Before me this day of November, 2011 to me known to be the person who is described in and who executed the foregoing assignment instrument and personally appeared before and acknowledged to me that she executed the same of his own free will for the purpose therein expressed.
Notary Public
Notary Seal:  "OFFICIAL SEAL"  Lucille A Onorato  Notary Public, State of Illinois My Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
NON-STOP ROBOT	MECHANICAL ROBOT TOYS	January 26, 2005 Serial Number 78554592	3138049 September 5, 2006

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

Now therefore, Pursuant to the Asset Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, "Assignor" hereby sells, assigns, and transfers onto Assignee all of the Assignor's right, title, and interest in and to the Trademark and the goodwill associated therewith, including, without limitation, all renewals therefore, all proceeds therefrom (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, and the goodwill of the business associated with and symbolized by the Trademark.

By: Caracciolo, not individually but as Trustee/ Assignee for the Benefit for Creditors Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this day of November, 2011, to me known to be the person who is described in and who executed the foregoing assignment instrument and personally appeared before and acknowledged to me that she executed the same of his own free will for the purpose therein expressed.
Note on Applica
Notary Public Services
Notary Seal: "OFFICIAL SEAL" Lucille A Onorato Notary Public, State of Illinois My Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
SPIKEE BRAND	BALLS FOR BOUNCING IN THE GAME OF JACKS	December 2, 2004 Serial Number 78525973	3232386 February 6, 2007

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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ROCKET USA, INC.
By:
State of Illinois
County of Cook
Before me this b day of November, 2011, to me known to be the person who is described in and who executed the foregoing assignment instrument and personally appeared before and acknowledged to me that she executed the same of his own free will for the purpose therein expressed.
·
Notary Public
Notary Seal:   "OFFICIAL SEAL"   Lucille A Onorato   Notary Public State of Illinois

My Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
WHOMP IT! & Design	INFLATABLE NOVELTY ITEM IN THE FORM OR A MALET	May 1, 2006 Serial Number 78873276	3344008 November 27, 2007

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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By:
State of Illinois
County of Cook
Before me this day of November, 2011
Notary Public
Notary Seal:    "OFFICIAL SEAL"

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
MINI COMIX	Publications namely for comic books	March 14, 2007 Serial Number 77130580	3390375 December 18, 2007

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November 16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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ROCKET USA INC.  By:  Patrick B. Caracciolo, not individually but as  Trustee/ Assignee for the Benefit for Creditors  Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this 6 day of November, 2011 to me known to be the person who is described in and who executed the foregoing assignment instrument and personally appeared before and acknowledged to me that she executed the same of his own free will for the purpose therein expressed.
Lucille a. Onorato
Notary Public "OFFICIAL SEAL"  Notary Seal: Lucille A Onorato Notary Public, State of Illinois My Commission Expires 12/16/2012

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
MARS PATROL	NAMELY ROCKETS SPACE SPIPS AND SPACE GUNS	September 5, 2007 Serial Number 77272082	3408916 January 22, 2008

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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ROCKET USA, INC.
By: De Condition
Patrick B. Caracciolo, not individually but as
Trustee/ Assignee for the Benefit for Creditors
Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this <a href="Look day of November">Look day of November</a> , 2011 to me known to be the person who is described in and who executed the foregoing assignment instrument and personally appeared before and acknowledged to me that she executed the same of his own free will for the purpose therein expressed.
Lucille a. Onojato
Notary Public
Notary Seal: "OFFICIAL SEAL" Lucille A Onorato Notary Public, State of Illinois
My Commission Expired 10/4 alexand

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
BIG KEY	WIND UP TOYS	May 14, 2008 Serial Number 77474296	3569412 February 3, 2009

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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By: By: Caracciolo, not individually but as Trustee/ Assignee for the Benefit for Creditors Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this 6 day of November, 2011, to me known to be the person who is described in and who executed the foregoing assignment instrument and personally appeared before and acknowledged to me that she executed the same of his own free will for the purpose therein expressed.
Notary Public
Notary Seal:  "OFFICIAL SEAL"  Lucille A Onorato  Notary Public, State of Illinois My Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
BOP-O-RAMA	ENTERTAINMENT SERVICES ONLINE COMPUTER GAME	August 6, 2008 Serial Number 77540786	3570055 February 3, 2009

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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ROCKET USA, INC.  By:  Patrick B. Caracciolo, not individually but as  Trustee/ Assignee for the Benefit for Creditors  Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this 6 day of November, 2011 to me known to be the person who is described in and who executed the foregoing assignment instrument and personally appeared before and acknowledged to me that she executed the same of his own free will for the purpose therein expressed.
Notary Public  Notary Seal:  "OFFICIAL SEAL"  Lucille A Onorato  My Commission Evolution

For

TRADEMARK	ASSOCIATED	APPLICATIION NUMBER	REGISTATION
	PRODUCT	AND DATE	NUMBER AND DATE
POCKET JESUS	PLASTIC FIGURES AND STATUES OF JESUS	July 3, 2008 Serial Number 77514785	3596836 March 24, 2009

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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By: Patrick B. Caracciolo, not individually but as Trustee/ Assignee for the Benefit for Creditors Of Rocket USA, Inc.
State of Illinois
County of Cook
Before me this day of November, 2011
Notary Public
Notary Seal:  "OFFICIAL SEAL"  Lucille A Onorato  Notary Public, State of Illinois  My Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED	APPLICATIION NUMBER	REGISTATION
	PRODUCT	AND DATE	NUMBER AND DATE
MY ANGEL LIFE	PLASTIC FIGURES AND STATUES	July 30, 2007 Serial Number 77976923	3620846 May 12, 2009

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee") all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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ROCKET USA, IN	C.
By:	Colores I.
Patrick B. Caracciol	o, not individually but as
	or the Benefit for Creditors
Of Rocket USA, Inc	2.
•	
State of Illinois	
County of Cook	
described in and who	lay of November, 2011, to me known to be the person who is executed the foregoing assignment instrument and personally appeared before me that she executed the same of his own free will for the purpose therein
Lucille C	a Onorate
Notary Public	<b>~~~~~</b>
Notary Seal:	"OFFICIAL SEAL"  Lucille A Onorato Notary Public, State of Illinois My Commission Expires 12/16/2013

For

TRADEMARK	ASSOCIATED PRODUCT	APPLICATIION NUMBER AND DATE	REGISTATION NUMBER AND DATE
BOP-O-METER	AN ONLINE COMPUTER GAME	August 6, 2008 Serial Number 77540796	3570056 November 18, 2008

Assignment of trademark made this 16<sup>th</sup> Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

Whereas, Rocket USA, Inc. (Hereinafter "Assignor") entered into that certain Asset Purchase Agreement dated November16, 2011 (the "Asset Purchase Agreement) pursuant to which Assignor agreed to assign, sell and convey to Rocket USA, LCC (hereinafter "Assignee")all of Assignor's right, title, and interest to certain trademarks and all goodwill appurtenant thereto including the above identified trademark (the "Trademark") and the goodwill appurtenant thereto.

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ROCKET USA, INC.
By: Caracciolo, not individually but as
Trustee/ Assignee for the Benefit for Creditors Of Rocket USA, Inc.
of Rocket USA, me.
State of Illinois
County of Cook
Before me this, to me known to be the person who is described in and who executed the foregoing assignment instrument and personally appeared before and acknowledged to me that she executed the same of his own free will for the purpose therein expressed.
Notary Public
Notary Seal:  "OFFICIAL SEAL"  Lucille A Onorato  Notary Public, State of Illinois  y Commission Expires 12/16/2013

TRADEMARK REEL: 004711 FRAME: 0369

RECORDED: 02/06/2012