

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.

OP \$590.00 3569412

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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**Assignment of Trademark
For**

TRADEMARK	ASSOCIATED PRODUCT	APPLICATION NUMBER AND DATE	REGISTRATION 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 16th 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*
 Patrick B. Caracciolo, not individually but as
 Trustee/ Assignee for the Benefit for Creditors
 Of Rocket USA, Inc.

State of Illinois

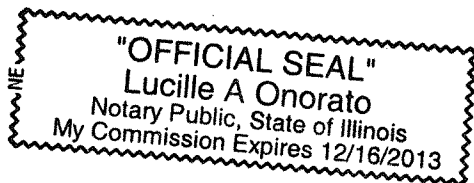
County of Cook

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. Onorato

Notary Public

Notary Seal:



**Assignment of Trademark
For**

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

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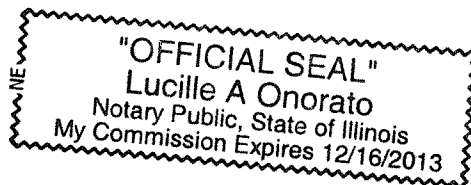
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**Assignment of Trademark
For**

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

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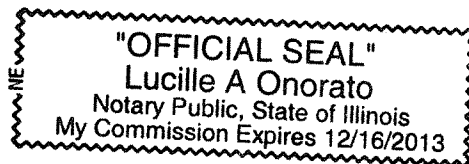
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**Assignment of Trademark
For**

TRADEMARK	ASSOCIATED PRODUCT	APPLICATION NUMBER AND DATE	REGISTRATION 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

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**Assignment of Trademark
For**

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

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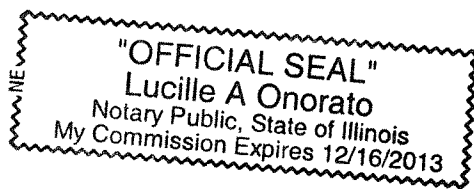
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**Assignment of Trademark
For**

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

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Assignment of Trademark

For

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

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ROCKET USA, INC.

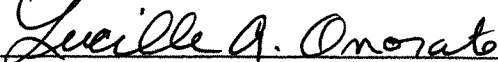
By: 

Patrick B. Caracciolo, not individually but as
Trustee/ Assignee for the Benefit for Creditors
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State of Illinois

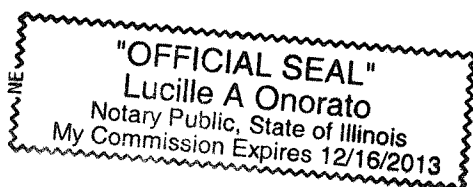
County of Cook

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Notary Public

Notary Seal:



TRADEMARK
REEL: 004711 FRAME: 0353

**Assignment of Trademark
For**


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

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**Assignment of Trademark
For**

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

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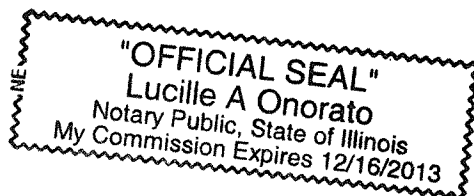
County of Cook

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Lucille A. Onorato

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**Assignment of Trademark
For**


TRADEMARK	ASSOCIATED PRODUCT	APPLICATION NUMBER AND DATE	REGISTRATION 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

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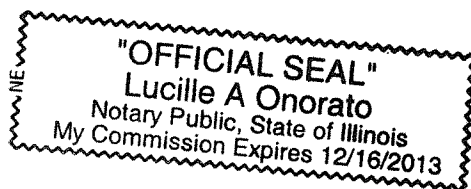
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**TRADEMARK
REEL: 004711 FRAME: 0356**

**Assignment of Trademark
For**

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

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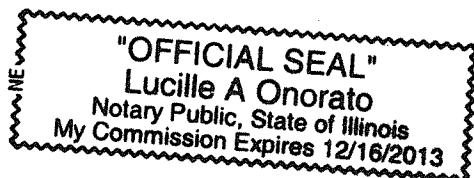
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**TRADEMARK
REEL: 004711 FRAME: 0357**

**Assignment of Trademark
For**

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

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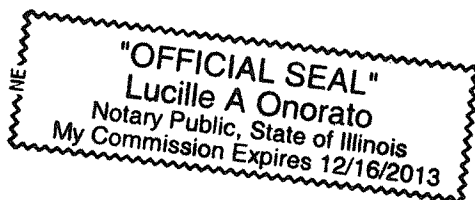
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**TRADEMARK
REEL: 004711 FRAME: 0358**

**Assignment of Trademark
For**


TRADEMARK	ASSOCIATED PRODUCT	APPLICATION NUMBER AND DATE	REGISTRATION 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 16th Day of November 2011 by Rocket USA, Inc. to Rocket USA, LLC.

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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

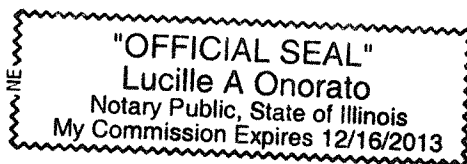
County of Cook

Before me this 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.



Notary Public

Notary Seal:



**Assignment of Trademark
For**


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

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State of Illinois

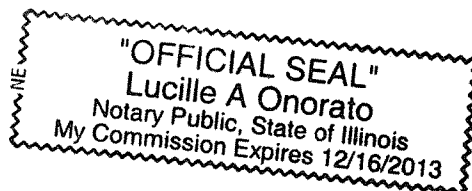
County of Cook

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.



Notary Public

Notary Seal:



**TRADEMARK
REEL: 004711 FRAME: 0360**

**Assignment of Trademark
For**

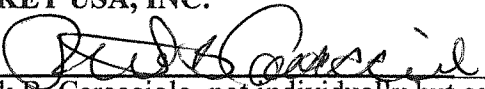
TRADEMARK	ASSOCIATED PRODUCT	APPLICATION NUMBER AND DATE	REGISTRATION NUMBER AND DATE
SPIKEE BRAND	BALLS FOR BOUNCING IN THE GAME OF JACKS	December 2, 2004 Serial Number 78525973	3232386 February 6, 2007

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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.

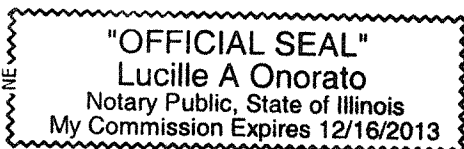
State of Illinois

County of Cook

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Notary Public

Notary Seal: 

**Assignment of Trademark
For**


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

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ROCKET USA, INC.

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State of Illinois

County of Cook

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Notary Public

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**Assignment of Trademark
For**

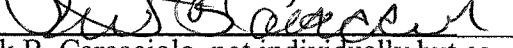
TRADEMARK	ASSOCIATED PRODUCT	APPLICATION NUMBER AND DATE	REGISTRATION NUMBER AND DATE
MINI COMIX	Publications namely for comic books	March 14, 2007 Serial Number 77130580	3390375 December 18, 2007

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ROCKET USA, INC.

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State of Illinois

County of Cook

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Notary Public

Notary Seal:



Assignment of Trademark

For


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

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ROCKET USA, INC.

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State of Illinois

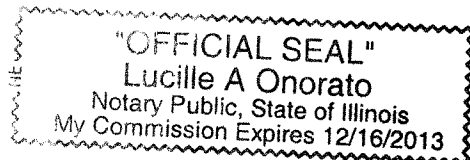
County of Cook

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Notary Public

Notary Seal:



TRADEMARK
REEL: 004711 FRAME: 0364

**Assignment of Trademark
For**


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

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ROCKET USA, INC.

By: 
 Patrick B. Caracciolo, not individually but as
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 Of Rocket USA, Inc.

State of Illinois

County of Cook

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Notary Public

Notary Seal:



**Assignment of Trademark
For**

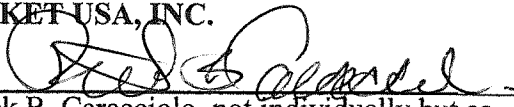
TRADEMARK	ASSOCIATED PRODUCT	APPLICATION NUMBER AND DATE	REGISTRATION NUMBER AND DATE
BOP-O-RAMA	ENTERTAINMENT SERVICES ONLINE COMPUTER GAME	August 6, 2008 Serial Number 77540786	3570055 February 3, 2009

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ROCKET USA, INC.

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State of Illinois

County of Cook

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Notary Public

Notary Seal:



Assignment of Trademark

For

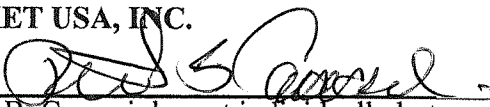
TRADEMARK	ASSOCIATED PRODUCT	APPLICATION NUMBER AND DATE	REGISTRATION NUMBER AND DATE
POCKET JESUS	PLASTIC FIGURES AND STATUES OF JESUS	July 3, 2008 Serial Number 77514785	3596836 March 24, 2009

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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

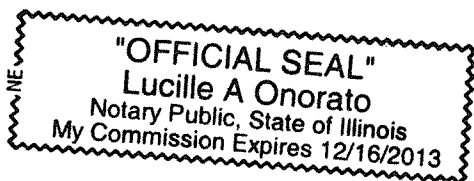
County of Cook

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Notary Public

Notary Seal:



TRADEMARK
REEL: 004711 FRAME: 0367

**Assignment of Trademark
For**


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

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State of Illinois

County of Cook

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**Assignment of Trademark
For**

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

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ROCKET USA, INC.

By: *Patrick B. Caracciolo*
 Patrick B. Caracciolo, not individually but as
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 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. Onorato

Notary Public

Notary Seal:

