

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benchmark Learning Products, LLC		07/16/2014	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Spin Master Ltd.		
Street Address:	450 Front Street West		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V 1B6		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86072212	KINETIC SAND	
Serial Number:	86072291	KINETIC SAND	
CORRESPONDENCE DATA			
Fax Number:	4163646289		
<i>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.</i>			
Phone:	4163646002		
Email:	katyd@spinmaster.com		
Correspondent Name:	Katy Davis		
Address Line 1:	450 FRONT STREET WEST		
Address Line 2:	450 FRONT STREET WEST		
Address Line 4:	TORONTO, ONTARIO, CANADA M5V 1B6		
ATTORNEY DOCKET NUMBER:	KINETIC SAND		
NAME OF SUBMITTER:	Katy Davis		
SIGNATURE:	/Katy Davis/		
DATE SIGNED:	07/21/2014		
Total Attachments: 4			
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TRADEMARK

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated this 16 day of July, 2014.

BETWEEN:

Benchmark Learning Products, LLC, a Colorado limited liability company, d/b/a WABA Fun, with a principal office or place of business at 13654 Xavier Lane, #202 Broomfield, Colorado 80023, United States of America

("Assignor")

- and -

SPIN MASTER LTD., a corporation incorporated under the laws of Ontario, with a principal office or place of business at 450 Front Street West, Toronto, Ontario, M5V 1B6, Canada

(the "Assignee")

WHEREAS, Assignor is the owner of the trademark applications listed in the attached Schedule "A" and of the trademarks shown in the said applications, together with the goodwill associated therewith (hereinafter collectively, the "Trademarks");

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith;

AND WHEREAS, Assignee will execute that certain Trademark License Agreement of even date herewith granting back to Assignor certain rights to the Trademarks.

NOW, THEREFORE, be it known that for and in consideration of the sum of US \$15,000 to be paid by Assignee to Benchmark Learning Products, LLC within 3 business days of the execution of this Trademark Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to the Assignee all of Assignor's worldwide rights, title and interests in and to the Trademarks in all the countries and/or jurisdictions set out in Schedule "A", together with the goodwill associated therewith.

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IN WITNESS WHEREOF, the Assignor has caused the Trademark Assignment to be executed under the hands of its duly authorized officer as of the date first written above.

Benchmark Learning Products, LLC

By: *[Signature]*
Name: *Jeffrey L. Barnett*
Title: *Manager Member*
I have the authority to bind the company.

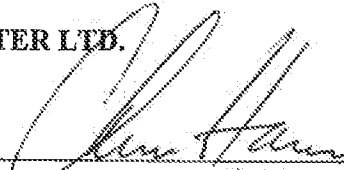
IN WITNESS WHEREOF, as a notary public registered before the State of Colorado, I have hereunto set my hand and notarial seal and attest that the Assignment herein was executed in good faith in my presence by the party set forth herein.

AGNES MATEFY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094024852
MY COMMISSION EXPIRES AUGUST 8, 2017

[Signature]
(Notary Public)

IN WITNESS WHEREOF, the Assignee has caused the Trademark Assignment to be executed under the hands of its duly authorized officer as of the date first written above.

SPIN MASTER LTD.

By: 

Name: CHRIS HARRIS

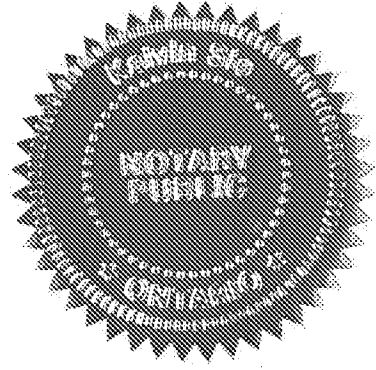
Title: EVP + GENERAL COUNSEL

I have the authority to bind the company.

IN WITNESS WHEREOF, as a notary public registered before the Province of Ontario, I have hereunto set my hand and notarial seal and attest that the Assignment herein was executed in good faith in my presence by the party set forth herein.



(Notary Public)



SCHEDULE "A"

<u>Mark</u>	<u>Country</u>	<u>Appln No.</u>	<u>Filing Date</u>
KINETIC SAND	United States of America	86/072,212	September 23, 2013
KINETIC SAND & Design kinetic sand™	United States of America	86/072,291	September 23, 2013
KINETIC SAND	International Registration	Not yet allocated	January 29, 2014
KINETIC SAND	Australia (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	China (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	Colombia (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	Community Trademark (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	Israel (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	India (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	Iceland (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	Japan (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	South Korea (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	Mexico (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	Norway (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	New Zealand (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	Russian Federation (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	Singapore (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	Switzerland (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	Turkey (IR designation)	Not yet allocated	January 29, 2014
KINETIC SAND	Vietnam (IR designation)	Not yet allocated	January 29, 2014