

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
A. W. Faber-Castell USA, Inc.		02/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Faber-Castell Aktiengesellschaft		
Street Address:	Nurnberger Str. 2		
City:	Stein		
State/Country:	GERMANY		
Postal Code:	90546		
Entity Type:	COMPANY: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1922203	CREATIVITY FOR KIDS	
Registration Number:	2384619	CREATIVITY FOR KIDS	
Registration Number:	2739598	GREAT ART STARTS HERE	
CORRESPONDENCE DATA			
Fax Number:	(216)241-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Raymond Rundelli		
Address Line 1:	Calfee, Halter & Griswold LLP		
Address Line 2:	800 Superior Avenue, Suite 1400		
Address Line 4:	Cleveland, OHIO 44114-2688		
ATTORNEY DOCKET NUMBER:	26856/03901		
DOMESTIC REPRESENTATIVE			

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Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Raymond Rundelli

Signature:

/Raymond Rundelli/

Date:

03/13/2009

Total Attachments: 3
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AGREEMENT AND BILL OF SALE

This Agreement and Bill of Sale is made effective as of January __, 2009 (the "Agreement"), between **A. W. Faber-Castell USA, Inc.**, a Delaware corporation, ("Transferor"), and **Faber-Castell Aktiengesellschaft**, a company formed and in good standing under the laws of Germany ("Transferee"). In consideration of the transactions and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, effective as of the date hereof, Transferor hereby sells, transfers and assigns to Transferee, and Transferee hereby purchases and assumes from Transferor, (a) all of Transferor's worldwide right, title and interest in and to the trade name "Creativity for Kids" and trademarks incorporating the term "Creativity for Kids" and such other trade names and trademarks all as more fully described on the attached Exhibit A (the "Marks"), (b) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks, (c) all rights of action arising from the Mark, including all claims for damages by reason of past, present and future infringement of the Mark and the right to sue and collect damages for such infringement, and (d) the goodwill associated with the Marks.

The purchase price for the Mark and the above-referenced associated rights is Five Million Dollars (\$5,000,000) ("Purchase Price").

Transferor represents and warrants to Transferee solely that Transferor has good and marketable title and ownership to the Mark, free and clear of all liens and encumbrances, other than those granted to Fifth Third Bank (the "Bank"), pursuant to Transferor's Credit Agreement with the Bank, dated August 20, 2004, as amended, which liens will be released by the Bank contemporaneously with the execution and delivery of this Agreement and the related transfer and assignment of the Marks hereunder.

From time to time after the date hereof, Transferor agrees to execute and deliver such other instruments, conveyances and transfers and take such other actions as Transferee may reasonably request to more effectively to vest in Transferee all rights, title and interest in the Mark. To that extent, Transferor agrees to prepare and file all necessary documents to reflect the sale, transfer and assignment of the Mark with the U.S. Patent and Trademark Office (PTO).

This Agreement will be governed by and construed in accordance with the internal laws of the State of Ohio, U.S.A., without giving effect to the principles or rules of conflicts of laws thereof. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersede all previous negotiations, understandings and agreements between the parties regarding the subject matter hereof. No conditions, use of trade, course of dealing, understanding or agreement purporting to vary, explain or supplement the terms of this Agreement will be binding unless hereafter made in writing and signed by both parties hereto and making specific reference to this Agreement. Neither party is, and neither party will hold itself out to be,

the legal representative, agent or employee of the other party for any purpose whatsoever.

TO HAVE AND TO HOLD, the same unto Transferee, its successors and assigns, to and for its proper use and behalf.

A. W. FABER-CASTELL USA, INC.

By: _____

Its: _____

FABER-CASTELL AKTIENGESELLSCHAFT

By: _____

Its: _____

EXHIBIT A

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods and Class</u>
U.S.	CREATIVITY FOR KIDS	1,922,203	September 26, 1995	children's hobby craft kits comprised primarily of feathers, wiggly eyes, sequins, glue, paint and brush, colored and printed paper, beads, fabric, ribbon, and markers, used to make toy figures and other toy items, sold as a unit in International Class 028
U.S.	CREATIVITY FOR KIDS and Design	2,384,619	September 12, 2000	children's hobbycraft kits used to make toy figures and other toy items in International Class 028
European Union.	CREATIVITY FOR KIDS and Design	000509307	November 19, 1998	Modeling materials, books, stationery, paint-boxes, artists' materials, paper dolls in International Class 016 Toys, games and playthings generally in International Class 028
U.S.	GREAT ART STARTS HERE	2,739,598	July 22, 2003	Painting sets, arts and craft paint kits, and coloring books in International Class 028

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