

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
Child Craft, LLC		07/30/2009	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Foundations Worldwide, Inc.		
Street Address:	7001 Wooster Pike Road		
City:	Medina		
State/Country:	OHIO		
Postal Code:	44256		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77628674	CHILD LINE	
Registration Number:	1584723	ETC.	
Registration Number:	1229857		
CORRESPONDENCE DATA			
Fax Number:	(330)722-6446		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	330 721 0000		
Email:	iplaw@walkerandjocke.com		
Correspondent Name:	Patricia A. Walker		
Address Line 1:	231 South Broadway		
Address Line 4:	Medina, OHIO 44256-2601		
ATTORNEY DOCKET NUMBER:	CHILD CRAFT /FOUNDATIONS		
NAME OF SUBMITTER:	Patricia A. Walker		

CH \$90.00 77628674

900150337

**TRADEMARK
 REEL: 004117 FRAME: 0847**

Signature:	/PAW/
Date:	12/20/2009
Total Attachments: 4 source=Trademark Assignment Child Craft to Foundations#page1.tif source=Trademark Assignment Child Craft to Foundations#page2.tif source=Trademark Assignment Child Craft to Foundations#page3.tif source=Trademark Assignment Child Craft to Foundations#page4.tif	

SCHEDULE 1.1(e)(i)(bb)**Assignment of Trademarks, Trade Names and Domain Names**

This Assignment of Trademarks, Trade Names and Domain Names ("Assignment of Trademarks") is entered into by CHILD CRAFT, LLC, an Indiana limited liability company ("Assignor") and FOUNDATIONS WORLDWIDE, INC., an Ohio corporation ("Assignee").

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the trademarks, trade names and domain names listed below together with the goodwill of the business in connection with which the marks and trade names are used, and all applications for registration and registrations in the United States, its territories and possessions, and worldwide as well as any registrations that are or which may be secured for such trademarks, trade names and domain names.

With the exception of an Intellectual Property Security Agreement between Child Craft, LLC and Traditional Bank, Inc. which shall be released, Assignor warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into by Assignor which would conflict with this Assignment of Trademarks.

TRADE NAMES

CHILD CRAFT

CHILD LINE

TRADEMARKS FILED WITH THE U. S. PATENT AND TRADEMARK OFFICE

ETC and Design	U.S. Registration No. 1,584,723	Registered on February 27, 1990
Design Only	U.S. Registration No. 1,229,857	Registered on March 8, 1983
CHILD LINE	U.S. Registration Application Serial No. 77/628,674	Filed on December 8, 2008

TRADEMARKS FILED WITH A FOREIGN TRADEMARK OFFICE

CHILD CRAFT	Chile Registration 693,189	Expiration Date: May 14, 2014
CHILD CRAFT	Costa Rica Registration 83,771	Expiration Date: August 25, 2013
CHILD CRAFT	Mexico Registration 441,332	Expiration Date: June 30, 2013
CHILD CRAFT	Chinese Application No. 6936131	Filing Date: September 4, 2008

EXPIRED FOREIGN TRADEMARK REGISTRATIONS

ETC & design	Canada Registrations 391,567 & 646,768	Expired December 31, 2006
CHILD CRAFT	Brazil Registration 817689834	Expired: April 16, 2006
CHILD CRAFT	Venezuela Registration P-182,517	Expired: January 5, 2006

CHILD CRAFT

Panama Registration 66,010

Expired: May 12, 2003

COMMON LAW TRADEMARKS

- BENNINGTON
- BERKSHIRE
- CHAMPAGNE
- CHILD CRAFT
- CHILD LINE
- COUNTRY FRENCH
- COVENTRY
- DAKOTA
- FAIRMONT
- LEGACY
- LIDO
- PROVENCE
- VOGUE
- SHAKER
- SHAKER VILLAGE
- WINDSOR

Trade dress and design of all products of Child Craft, LLC

DOMAIN NAMES

	<u>Registrar</u>	<u>Expiration</u>
childcraftllc.com	godaddy.com	July 10, 2010
childcraftind.com	Direct Internet Solutions	December 4, 2010
childcraftindustries.com	tucows inc.	April 27, 2012
childcraft-furniture.com	godaddy.com	June 17, 2010

Assignor is unaware of any pending challenges to the foregoing trade names, trademarks, registrations, and domain names. Assignor has no knowledge of any infringement or alleged infringement by Assignor of the rights of any third party similar to the foregoing. ASSIGNOR ASSIGNS ALL OF ASSIGNOR'S RIGHTS IN THE FOREGOING TRADE NAMES, TRADEMARKS, REGISTRATIONS, AND DOMAIN NAMES, "AS IS" WITH NO WARRANTY, EXPRESS OR IMPLIED unless stated in the July 2009 Asset Purchase Agreement between Child Craft, LLC and Foundations Worldwide, Inc.

IN WITNESS WHEREOF the undersigned have executed this Assignment of Trademarks and Trade Names:

CHILD CRAFT, LLC (Assignor)

FOUNDATIONS WORLDWIDE, INC. (Assignee)

By: 
 (signature)

By: _____
 (signature)

Name/Title: DOUGLAS R. CROSSLAND
 (printed or typed)

Name/Title: _____
 (printed or typed)

Date: 7/30/09

Date: _____

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CHILD CRAFT, LLC (Assignor)

By: _____

(signature)

Name/Title: _____

(printed or typed)

Date: _____

FOUNDATIONS WORLDWIDE, INC. (Assignee)

By:  _____
 (signature)

Name/Title: Joseph A. Lawlor President
 (printed or typed)

Date: July 30, 2009