

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
BOON, INC.		08/04/2011	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	BKD ACQUISITION, INC.
Street Address:	1111 W. 22nd St.
Internal Address:	Suite 320
City:	OakBrook
State/Country:	ILLINOIS
Postal Code:	60523
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	78555446	BOON
Serial Number:	78663235	BOON
Serial Number:	77063774	BOON
Serial Number:	85251534	SCRUBBLE
Serial Number:	85251564	ODD DUCK
Serial Number:	85251575	SPLAT
Serial Number:	85251621	FLO
Serial Number:	85251651	FLI
Serial Number:	85251669	BENDERS
Serial Number:	85251698	BUG POD
Serial Number:	85251711	MODWARE
Serial Number:	85251796	FLAIR
Serial Number:	85251829	SNACK BALL

CH \$790.00 78555446

Serial Number:	85251842	FLUID
Serial Number:	85251865	CATCH BOWL
Serial Number:	85251892	ANIMAL BAG
Serial Number:	85276769	GRASS
Serial Number:	85276798	FLAUNT
Serial Number:	85276828	GRIP
Serial Number:	85276866	CURL
Serial Number:	85276963	STASH
Serial Number:	85277061	SQUIRT
Serial Number:	85298926	LOOP
Serial Number:	85298958	MUNCH
Serial Number:	85299000	SWIG
Serial Number:	85299021	SWAP
Serial Number:	85299115	GNAW
Serial Number:	85299145	LAWN
Serial Number:	85299169	GLO
Serial Number:	85299190	MUSH
Serial Number:	85299204	STELLAR

CORRESPONDENCE DATA

Fax Number: (414)298-8097
Phone: 4142981000
Email: tadmin@reinhardt.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Michele Dietz
Address Line 1: 1000 North Water Street
Address Line 2: Suite 1800
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Michele Dietz
Signature:	/MLD/
Date:	09/23/2011

Total Attachments: 5
source=BOON ASSIGNMENT#page1.tif
source=BOON ASSIGNMENT#page2.tif
source=BOON ASSIGNMENT#page3.tif
source=BOON ASSIGNMENT#page4.tif
source=BOON ASSIGNMENT#page5.tif

TRADEMARK

REEL: 004629 FRAME: 0754

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of August 4, 2011 (the "Effective Date") between BOON, INC., an Arizona corporation ("Assignor"), and BKD ACQUISITION, INC., a Delaware corporation ("Assignee").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), by and between Assignor and Assignee and certain other parties, Assignee has agreed to purchase certain assets of Assignor, including the Assigned Trademarks (as defined below).

B. Assignor is the owner of the Assigned Trademarks provided that with respect to the common law marks set forth on Appendix A, Assignor's "ownership" of such marks is limited solely to the extent Assignor has any common law rights therein.

C. Assignor desires by execution of this Assignment to confirm the assignment of all of Assignor's rights, title and interest in and to the Assigned Trademarks to Assignee, and Assignee desires by execution of this Assignment to confirm the assignment of all of Assignor's rights, title, and interest in and to the Assigned Trademarks to Assignee.

AGREEMENT

For valuable consideration, including that recited in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademarks as follows:

1. Definition of the Assigned Trademarks. The term "Assigned Trademarks" shall mean the common law trademarks, trademark applications and registrations listed in Appendix A attached hereto, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks.

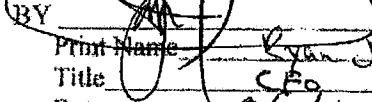
3. Further Assurances. Assignor agrees to take all reasonable and necessary steps to implement the provisions of the Assignment. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.

5. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (i.e., PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

BOON, INC.
1241 W. Warner Road, Suite 101
Tempe, Arizona 85284

BY 
Print Name Ryan J. Fernandez
Title CEO
Date 8/3/11

ASSIGNEE:

BKD ACQUISITION, INC.
1111 W. 22nd St., Suite 320
OakBrook, IL 60523

BY _____
Print Name _____
Title _____
Date _____

5. Facsimile Signature: Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (i.e., PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.


ASSIGNOR:

KEEN DISTRIBUTION, LLC
1241 W. Warner Road, Suite 101
Tempe, Arizona 85284

BY _____
Print Name _____
Title _____
Date _____

ASSIGNEE:

BKD ACQUISITION, INC.
1111 W. 22nd St., Suite 320
OakBrook, IL 60523

BY  _____
Print Name Curtis Staelting
Title CEO
Date 08/04/11

APPENDIX A

ASSIGNED TRADEMARKS

U.S. Trademark Applications and Registered Trademarks

U.S. Trademark	Filing Date	App No.	Reg. Date	Reg. No.
BOON	January 27, 2005	78/555,446	Mar 31, 2009	3,600,151
BOON (stylized Design)	July 2, 2005	78/663,235	Mar 10, 2009	3,589,018
BOON	December 13, 2006	77/063,774	January 6, 2009	3,558,063
SCRUBBLE	February 25, 2011	85/251,534		
ODD DUCK	February 25, 2011	85/251,564		
SPLAT	February 25, 2011	85/251,575		
FLO	February 25, 2011	85/251,621	July 19, 2011	4,000,043
FLI	February 25, 2011	85/251,651		
BENDERS	February 25, 2011	85/251,669		
BUG POD	February 25, 2011	85/251,698		
MODWARE	February 25, 2011	85/251,711		
FLAIR	February 25, 2011	85/251,796		
SNACK BALL	February 25, 2011	85/251,829	June 12, 2011	3,995,459
FLUID	February 25, 2011	85/251,842		
CATCH BOWL	February 25, 2011	85/251,865		
ANIMAL BAG	February 25, 2011	85/251,892		
GRASS	March 25, 2011	85/276,769		
FLAUNT	March 25, 2011	85/276,798		
GRIP	March 25, 2011	85/276,828		
CURL	March 25, 2011	85/276,866		
STASH	March 25, 2011	85/276,963		
SQUIRT	March 25, 2011	85/277,061		
LOOP	April 19, 2011	85/298,926		
MUNCH	April 19, 2011	85/298,958		
SWIG	April 19, 2011	85/299,000		
SWAP	April 19, 2011	85/299,021		
GNAW	April 19, 2011	85/299,115		
LAWN	April 19, 2011	85/299,145		
GLO	April 19, 2011	85/299,169		
MUSH	April 19, 2011	85/299,190		
STELLAR	April 19, 2011	85/299,204		

To the extent Assignor has rights in any of the following:

Common Law Trademarks

FROG POD
WRAP

DIVE
TRAP
TRACE
CREATURES
WATER BUGS
POTTY BENCH
PEEP
OTTO ANIMAL BAG
TRIO ANIMAL BAG
DISH
SAUCER
GROOVY
GROOVY+
GROOVY+MODWARE
SUCTION CUP WALL BRACKET
FLAIR ELITE
TRAY LINER
SQUIRT CAPS