

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547926

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	06/21/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EHG Group, Inc.		06/21/2016	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CHILDREN'S FACTORY, LLC		
<b>Street Address:</b>	20 Ryan Ranch Rd, Ste. 200		
<b>Internal Address:</b>	c/o Excelligence Learning Corp. Legal Dept.		
<b>City:</b>	Monterey		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93940		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5221238	CF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2126843900		
<b>Email:</b>	efiling@grr.com		
<b>Correspondent Name:</b>	GOTTLIEB, RACKMAN & REISMAN, P.C.		
<b>Address Line 1:</b>	270 Madison Ave., 8th floor		
<b>Address Line 2:</b>	Jonathan Purow		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	8876/001		
<b>NAME OF SUBMITTER:</b>	David D. Rodrigues		
<b>SIGNATURE:</b>	/drodrigues/		
<b>DATE SIGNED:</b>	11/04/2019		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT**

Effective Date: June 21, 2016

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made by EHG Group, Inc., a Missouri Corporation with an address 245 West Essex Ave. Kirkwood, Missouri 63122 ("Assignor"), and CHILDREN'S FACTORY, LLC, a Delaware limited liability company with an address of c/o Excelligence Learning Corp. Legal Dept., 20 Ryan Ranch Rd, Ste. 200, Monterey California 93940 ("Assignee").

**WHEREAS**, Assignor is the record owner of the marks set forth on Schedule 1, which are currently registered with the United States Patent and Trademark Office (the "Marks");

**WHEREAS**, Assignee desires to acquire, nunc pro tunc and as of the Effective Date, any and all rights (including common law rights) that Assignor may have in and to the Marks, and the associated registrations and applications listed on Schedule 1, together with the goodwill of the business symbolized by the Marks, as well as that portion of the Assignor's business to which the Marks pertain; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

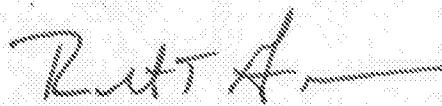
Assignor hereby, nunc pro tunc and as of the Effective Date, sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Marks, together with all goodwill connected with and symbolized by the Marks as well as that portion of the Assignor's business to which the Marks pertain, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its entire right, title and interest therein, including, without limitation, all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and the right to sue and recover for past, present and future infringements thereof, any and all corresponding rights that, now or hereafter, may be secured throughout the world.

\* \* \* \* \*

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

EHG GROUP, INC., as Assignor

By: 

Name: Robert T. Graman

Title: President


CHILDREN'S FACTORY, LLC, as Assignee

By: 

Name: Trey Thomas

Title: Chief Legal Officer

**SCHEDULE 1**

Mark	Registration No.	Registration Date
	5221238	June 13, 2017