

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                               |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name                            | Formerly | Execution Date | Entity Type               |
|---------------------------------|----------|----------------|---------------------------|
| Peter J. Listro Associates Ltd. |          | 01/31/2008     | CORPORATION: NEW YORK     |
| Unisar Inc.                     |          | 01/31/2008     | CORPORATION: NEW YORK     |
| Peter J. Listro                 |          | 01/31/2008     | INDIVIDUAL: UNITED STATES |

**RECEIVING PARTY DATA**

|                        |                                |
|------------------------|--------------------------------|
| <b>Name:</b>           | Graco Children's Products Inc. |
| <b>Street Address:</b> | 10B Glenlake Pkwy., Suite 600  |
| <b>City:</b>           | Atlanta                        |
| <b>State/Country:</b>  | GEORGIA                        |
| <b>Postal Code:</b>    | 30328                          |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE          |

**PROPERTY NUMBERS Total: 14**

| Property Type        | Number   | Word Mark                   |
|----------------------|----------|-----------------------------|
| Registration Number: | 2809577  | LISTEN TO YOUR UNBORN BABY! |
| Registration Number: | 3099738  | LISTEN TO YOUR UNBORN BABY! |
| Registration Number: | 3052653  | PRENATAL HEART LISTENER     |
| Registration Number: | 2548600  | PRENATAL HEART LISTENER     |
| Registration Number: | 2824539  | BÉBÉSOUNDS                  |
| Registration Number: | 3243358  | BÉBÉSOUNDS                  |
| Registration Number: | 3035245  | SNAP 'N SET                 |
| Serial Number:       | 77021607 | ANGELSOUNDS                 |
| Registration Number: | 2501912  | PRENATAL TALK 'N TUNES      |
| Registration Number: | 2593198  | PRENATAL LISTENER           |
| Registration Number: | 2546531  | CUDDLY CLASSICS             |
| Registration Number: | 2546530  | CLEARHEART                  |

OP \$365.00 2809577

|                      |          |            |
|----------------------|----------|------------|
| Registration Number: | 3194231  | NASALCLEAR |
| Serial Number:       | 78961672 | LITEUPS    |

**CORRESPONDENCE DATA**

Fax Number: (630)481-1699  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 630.481.1662  
Email: Chris.Schneider@newellco.com  
Correspondent Name: Christopher B. Schneider  
Address Line 1: 2707 Butterfield Road, Suite 100  
Address Line 4: Oak Brook, ILLINOIS 60523

|                         |                          |
|-------------------------|--------------------------|
| ATTORNEY DOCKET NUMBER: | RN76A                    |
| NAME OF SUBMITTER:      | Christopher B. Schneider |
| Signature:              | /CBS/                    |
| Date:                   | 03/07/2008               |

**Total Attachments: 7**  
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**ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") dated as of the date below, is made by and among Graco Children's Products Inc., a Delaware corporation ("Purchaser"), Peter J. Listro Associates Ltd., a New York corporation ("PJLA"), Unisar Inc., a New York corporation ("Unisar" and, together with PJLA, "Sellers"), and Peter J. Listro, an individual and resident of the state of New York ("Listro" and, collectively with Purchaser and Sellers, the "Parties").

WHEREAS, the Parties have entered into an Asset Purchase Agreement dated January 23, 2008 (the "Purchase Agreement"); and

WHEREAS, under the Purchase Agreement, Purchasers agreed to purchase the Business (as that term is defined in the Purchase Agreement) from Sellers; and

WHEREAS, in conducting the Business, Sellers have acquired an interest in certain Intellectual Property (as defined in the Purchase Agreement) to be transferred to Purchaser under the terms of the Purchase Agreement (the "Business IP"); and

WHEREAS, Sellers are the owner of all right, title and interest in and to various United States federal and state trademark and service mark registrations and applications that are included in the Business IP (collectively, the "Domestic Trademarks"), including, but not limited to, the federal registrations and applications listed in Schedule A; and

WHEREAS, outside the United States of America, Sellers are the owner of all right, title and interest in and to various foreign trademark and service mark registrations and applications that are included in the Business IP (collectively, the "Foreign Trademarks"), including the foreign trademark and service mark registrations and applications listed in Schedule A; and

WHEREAS, in the United States of America, Sellers are the owners of all right, title and interest in and to various ideas, inventions, foreign patents and utility models and applications therefor that are included in the Business IP, including the patents and utility models and applications therefor listed in Schedule B hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Domestic Patents");

WHEREAS, outside the United States of America, Sellers are the owners of all right, title and interest in and to various ideas, inventions, foreign patents and utility models and applications therefor that are included in the Business IP, including the foreign patents and utility models and applications therefor listed in Schedule C hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Foreign Patents"); and

WHEREAS, Sellers are the owners of certain right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, unregistered trademarks, service marks and

tradenames and other similar proprietary rights that are included in the Business IP, including the domain names listed in Schedule D hereto, and required to be transferred under the Purchase Agreement (collectively, the "Other IP Assets"); and

WHEREAS, Purchaser is desirous of acquiring all of Sellers' right, title and interest in and to all Domestic Trademarks, Foreign Trademarks, Domestic Patents, Foreign Patents and the Other IP Assets (collectively, the "ASSETS"), and Sellers have promised, in the Purchase Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Purchase Agreement, acknowledged by the Sellers to have been received in full:

1. The Sellers do hereby sell, convey, assign and transfer to Purchaser the entire right, title and interest in, to and under all ASSETS, together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by Purchaser as fully and entirely as the same would have been held and enjoyed by Sellers if this Assignment and sale had not been made.

2. The Sellers hereby covenant and agree that they will, in accordance with the terms of the Purchase Agreement, execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken all such further or other actions reasonably required to effect this Assignment, including executing and delivering any country-specific assignments necessary to record transfer of title hereunder.

3. The terms and covenants of this Assignment shall inure to the benefit of the Purchaser, its successors and assigns and other legal representatives, and shall be binding upon the Sellers, their successors, legal representatives and assigns.

4. The Sellers hereby request that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Purchaser's name.

5. This Assignment does not (i) convey any rights of Sellers other than those required to be transferred under the Purchase Agreement, (ii) create any obligations for Sellers in addition to those provided under the Purchase Agreement, or (iii) relieve Sellers of any obligations under the Purchase Agreement.

\* \* \*

IN TESTIMONY WHEREOF, the parties have executed this Assignment of Intellectual Property Assets this 31 day of January, 2008.

**SELLERS**  
PETER LISTRO ASSOCIATES LTD.

By: \_\_\_\_\_

Its: President

**PURCHASER**  
GRACO CHILDREN'S PRODUCTS INC.

By: \_\_\_\_\_

Its: President, Corporate Development

UNISAR INC.

By: \_\_\_\_\_

Its: President

STATE OF New Jersey )  
 ) SS:  
COUNTY OF Middlesex )

STATE OF Georgia )  
 ) SS:  
COUNTY OF Fulton )

On this 24 day of January, 2008, before me appeared Peter J. Listro, who, being by me duly sworn, did say that he/she is the President of each of the SELLERS, each a New York corporation, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such company and that the foregoing Assignment was a free and voluntary act and deed.

On this 24 day of January, 2008, before me appeared Hartley D. Blaha, who, being by me duly sworn, did say that he/she is the President, Corporate Development of PURCHASER, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public \_\_\_\_\_

Peggy Mirabelli

PEGGY MIRABELLI

A NOTARY PUBLIC OF NEW JERSEY

My commission expires: MY COMMISSION EXPIRES JANUARY 13, 2010

Notary Public \_\_\_\_\_

Christine E. Vogt

My commission expires: 3/16/2008

Assignment of Intellectual Property Assets

CHRISTINE E. VOGT  
NOTARY PUBLIC  
DEKALB COUNTY, GA  
My Commission Expires March 16, 2008

**SCHEDULE A****TRADEMARKS AND APPLICATIONS**

| <b>Trademark</b>             | <b>Country</b> | <b>Appl./Reg. No.</b> | <b>Appl./Reg. Date</b> |
|------------------------------|----------------|-----------------------|------------------------|
| LISTEN TO YOUR UNBORN BABY!® | United States  | Reg. # 2,809,577      | Jan. 27, 2004          |
| LISTEN TO YOUR UNBORN BABY!® | United States  | Reg. # 3,099,738      | Jun. 6, 2006           |
| PRENATAL HEART LISTENER®     | United States  | Reg. # 3,052,653      | Jan. 31, 2006          |
| PRENATAL HEART LISTENER®     | United States  | Reg. # 2,548,600      | Mar. 12, 2002          |
| BÉBÉSOUNDS®                  | United States  | Reg. # 2,824,539      | Mar. 23, 2004          |
| BÉBÉSOUNDS®                  | United States  | Reg. # 3,243,358      | May 22, 2007           |
| SNAP 'N SET®                 | United States  | Reg. # 3,035,245      | Dec. 12, 2005          |
| ANGELSOUNDS™                 | United States  | Serial # 77/021,607   | Filed Oct. 16, 2006    |
| PRENATAL TALK 'N TUNES®      | United States  | Reg. # 2,501,912      | Oct. 30, 2001          |
| PRENATAL LISTENER®           | United States  | Reg. # 2,593,198      | Jul. 9, 2002           |
| CUDDLY CLASSICS®             | United States  | Reg. # 2,546,531      | Mar. 12, 2007          |
| CLEARHEART®                  | United States  | Reg. # 2,546,530      | Mar. 12, 2007          |
| NASALCLEAR®                  | United States  | Reg. # 3,194,231      | Jan. 2, 2007           |
| LITEUPS™                     | United States  | Serial # 78/961,672   | Filed Aug. 28, 2006    |
| BÉBÉSOUNDS                   | China          | Filing # 6079625      | Filed May 30, 2002     |
| BÉBÉSOUNDS                   | China          | Filing # 6079627      | Filed May 30, 2002     |
| BÉBÉSOUNDS                   | China          | Filing # 6079628      | Filed May 30, 2002     |
| BÉBÉSOUNDS                   | China          | Filing # 6079622      | Filed May 30, 2002     |
| BÉBÉSOUNDS                   | China          | Filing # 6079624      | Filed May 30, 2002     |
| BÉBÉSOUNDS                   | China          | Filing # 6079620      | Filed May 30, 2002     |
| BÉBÉSOUNDS                   | China          | Filing # 6079621      | Filed May 30, 2002     |

**SCHEDULE B**

**DOMESTIC PATENTS**

None

**DOMESTIC PATENT APPLICATIONS**

| <b>APPL. NUM.</b> | <b>TITLE</b>            | <b>STATUS</b> | <b>FILING DATE</b> | <b>ISSUE/<br/>PUB DATE</b> |
|-------------------|-------------------------|---------------|--------------------|----------------------------|
| 29/247,973        | Prenatal Heart Listener | Pending       | July 24, 2006      | NA                         |

**SCHEDULE C**

**FOREIGN PATENTS**

**None.**



**SCHEDULE D**

**DOMAIN NAMES**

**For Unisar Inc. and for Peter J. Listro Associates Ltd.**

- 1) babesounds.com
- 2) babysounds.com
- 3) bebesounds.com
- 4) bebesound.com

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