

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Simplicity Inc.		04/03/2008	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SFCA, Inc.		
<b>Street Address:</b>	501 S. 9th Street		
<b>City:</b>	Reading		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19602		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3258463	NAP & PLAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)744-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	lkolo@pattonboggs.com		
<b>Correspondent Name:</b>	Lacy Kolo, Patton Boggs LLP		
<b>Address Line 1:</b>	8484 Westpark Drive		
<b>Address Line 2:</b>	9th Floor		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	02116.01352		
<b>NAME OF SUBMITTER:</b>	Lacy Kolo		
<b>Signature:</b>	/Lacy Kolo/		
<b>Date:</b>	04/04/2008		

OP \$40.00 3258463

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, SIMPLICITY, a Pennsylvania corporation ("Assignor"), is the owner of the trademarks listed in Exhibit A ("Marks"), and has adopted and used, and/or authorized the use of said Marks, and owns and enjoys all goodwill symbolized by said Marks; and

WHEREAS, SFCA, a Delaware corporation ("Assignee"), is desirous of acquiring said Marks and the goodwill associated with and symbolized by said Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignor hereby sells, assigns, transfers and sets over, to Assignee, all right, title and interest in and to said Marks, along with the goodwill of the business symbolized by said Marks, in the United States and in all other countries throughout the world, including the right to maintain any claim or action for infringement or other violation of rights, to maintain or obtain the registration thereof, and to take any other action with respect to said Marks.
2. Assignor hereby warrants and represents that it has sole title and interest in and to the Marks, that it has not sold its interest in or to any of the Marks, and that it is fully authorized and empowered to enter into this Agreement and effectuate the transfer of the Marks.
3. Assignor hereby agrees that it, and any successor or assign, will execute and deliver any further assignments and/or documentation as reasonably requested and do all acts reasonably necessary or desirable, without additional consideration, to effectuate this Assignment and to obtain or maintain the Marks and trademark registrations therefore.
4. Assignor hereby appoints and authorizes Patton Boggs LLP to add, update, or otherwise amend the information contained on Exhibit A, including authorization to insert the Marks registration numbers, and amend or update the Marks information.

SIMPLICITY INC.

SFCA, INC.

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

By: [Signature]

Name: \_\_\_\_\_

Name: Lawrence Berg

Title: \_\_\_\_\_

Title: Secretary

Executed April 4, 2008

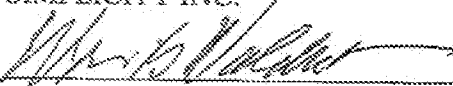
**TRADEMARK ASSIGNMENT**

WHEREAS, SIMPLICITY, a Pennsylvania corporation ("Assignor"), is the owner of the trademarks listed in Exhibit A ("Marks"), and has adopted and used, and/or authorized the use of said Marks, and owns and enjoys all goodwill symbolized by said Marks; and

WHEREAS, SFCA, a Delaware corporation ("Assignee"), is desirous of acquiring said Marks and the goodwill associated with and symbolized by said Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignor hereby sells, assigns, transfers and sets over, to Assignee, all right, title and interest in and to said Marks, along with the goodwill of the business symbolized by said Marks, in the United States and in all other countries throughout the world, including the right to maintain any claim or action for infringement or other violation of rights, to maintain or obtain the registration thereof, and to take any other action with respect to said Marks.
2. Assignor hereby warrants and represents that it has sole title and interest in and to the Marks, that it has not sold its interest in or to any of the Marks, and that it is fully authorized and empowered to enter into this Agreement and effectuate the transfer of the Marks.
3. Assignor hereby agrees that it, and any successor or assign, will execute and deliver any further assignments and/or documentation as reasonably requested and do all acts reasonably necessary or desirable, without additional consideration, to effectuate this Assignment and to obtain or maintain the Marks and trademark registrations therefore.
4. Assignor hereby appoints and authorizes Patton Boggs LLP to add, update, or otherwise amend the information contained on Exhibit A, including authorization to insert the Marks registration numbers, and amend or update the Marks information.

SIMPLICITY INC.  
By:   
Name: WILLIAM B. WALDMAN  
Title: CEO

SFCA, INC.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed: April 3, 2008

EXHIBIT A

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#
<b>NAP AND PLAY</b>					
UNITED STATES	SIM2-TM022	8/3/2004	78/461,183	11/21/2006	3,174,959
UNITED STATES	SIM2-TM022.1	8/22/2006	78/957,784	7/3/2007	3,258,463
<b>ROCK-N-ROLL</b>					
UNITED STATES	SIM2-TM010	7/18/2002	78/145,228	12/13/2005	3,029,995
<b>SECURE-HOLD</b>					
UNITED STATES	SIM2-TM018	1/28/2004	78/358,605	9/12/2006	3,141,125
<b>SI And Design</b>					
UNITED STATES	SIM2-TM021	8/3/2004	78/461,596	11/15/2005	3,015,333
<b>SIMPLICITY</b>					
CANADA	SIM2-TM015CA	7/27/2004	1,224,969		
UNITED STATES	SIM2-TM015	1/28/2004	78/358,592		
<b>SIMPLICITY FOR CHILDREN</b>					
CANADA	SIM2-TM016CA	7/27/2004	1,224,948	11/22/2007	TMA701,421
UNITED STATES	SIM2-TM016	1/30/2004	78/360,334		
<b>SIMPLICITY FOR CHILDREN AND DESIGN</b>					
UNITED STATES	SIM2-TM016.1	8/4/2004	78/461,568		
<b>SIMPLICITY SLEEP SYSTEMS</b>					
UNITED STATES	SIM2-TM019	8/3/2004	78/461,196		
<b>TRAVEL TENDER</b>					
CANADA	SIM2-TM020CA	2/1/2005	1,245,584	7/12/2006	TMA667,414
EUROPEAN UNION	SIM2-TM020EP	2/1/2005	004266029	2/15/2006	004266029
UNITED STATES	SIM2-TM020	8/3/2004	78/461,181	6/20/2006	3,107,883