

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--|-------------------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Protect-a-Bub | | 04/29/2009 | LIMITED LIABILITY COMPANY: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Dynamic Brands, LLC | | |
| Street Address: | 8575 Magellan Parkway | | |
| Internal Address: | Suite 1000 | | |
| City: | Richmond | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 23227 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: VIRGINIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3026264 | PROTECT-A-BUB WORLD WIDE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (804)698-5142 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 8046971278 | | |
| Email: | trademarks@troutmansanders.com | | |
| Correspondent Name: | Robert L. Brooke | | |
| Address Line 1: | 600 Peachtree Street, N.E., Suite 5200 | | |
| Address Line 2: | Bank of America Plaza | | |
| Address Line 4: | Atlanta, GEORGIA 30308-2216 | | |
| ATTORNEY DOCKET NUMBER: | 017981.1 | | |
| NAME OF SUBMITTER: | Robert L. Brooke | | |
| Signature: | /Robert L. Brooke/ | | |

OP \$40.00 3026264

Date:

01/13/2010

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

^{29th} This Asset Purchase Agreement (this "Agreement") dated as of the day of April, 2009, between Dynamic Brands, LLC, a Virginia limited liability company (the "Purchaser") and Protect-a-Bub, a New York limited liability company (the "Seller").

RECITALS:

WHEREAS, the Seller is in the business of importing, marketing and distributing all weather protection products (the "Business"); and

WHEREAS, the Purchaser wishes to purchase or acquire from the Seller and the Seller wishes to sell, assign and transfer to the Purchaser, substantially all of the assets and properties held in connection with, necessary for, or material to the business and operations of the Business;

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties made herein, and of the mutual benefits to be derived hereby, the parties agree as follows:

SECTION 1 PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. Subject to and upon the terms and conditions set forth in this Agreement, at the Closing, as hereinafter defined in Paragraph 2.1, the Seller will sell, convey, transfer, assign and deliver to the Purchaser, and the Purchaser will purchase or acquire from the Seller, all right, title and interest of the Seller in and to the properties, assets and rights of every nature, kind and description, tangible and intangible, whether real, personal or mixed, whether accrued, contingent or otherwise and whether now existing or hereinafter acquired, primarily related to or used or held for use in connection with the Business as the same may exist on the day of Closing (collectively, the "Assets"), including without limitation all those items in the following categories:

Seller RB

Purchaser _____

(d) All rights (including but not limited to any and all Intellectual Property rights) in and to the products sold or leased and in and to any products or other Intellectual Property rights under research or in development prior to or on the Closing Date. At the Closing, all trademarks, trade names, patents, assignments and licenses owned by the Seller for the Assets will become the property of the Purchaser (hereafter, the "Transferred Intellectual Property"). In addition, and at no cost to the Purchaser, the Seller will convey and quit claim to the Purchaser any right it has or may have in or to any other Assets, patents, trade secrets and know how necessary or desirable for use in the operation of the Seller's business. A listing of the Transferred Intellectual Property owned by the Seller for the Assets shall be attached hereto as Exhibit C and incorporated by reference into this Agreement.

Seller RB

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Purchaser _____

3.3 Intellectual Property.

(a) To the best of the Seller's knowledge, the Seller owns, free and clear of any liens or has the right to use pursuant to license, sublicense, agreement or permission, each item of Transferred Intellectual Property.

(b) To the best of Seller's knowledge (i) the conduct, products, or services of the transferred Assets as currently conducted do not infringe upon any Intellectual Property of any third party, (ii) there are no claims or suits pending before any Governmental Authority or for which written notice has been provided or threatened (A) alleging that the conduct, products, or services of the transferred Assets infringes upon any Intellectual Property of any third party, or (B) challenging the Seller's ownership of, right to use, or the validity or enforceability of, the transferred Intellectual Property or any license or other agreement relating thereto, and (iii) no third party is infringing upon any transferred Intellectual Property.

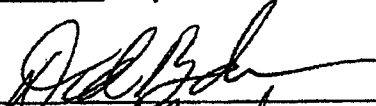
Seller EB

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Purchaser _____

IN WITNESS WHEREOF the parties hereunto have caused this Agreement to be duly executed as of the date first above written.

Purchaser: Dynamic Brands, LLC



By: David Boardman

Date: 4/29/09

Seller: Protect-a-Bub

By:

Date: _____

Seller _____
Purchaser 

IN WITNESS WHEREOF the parties hereunto have caused this Agreement to be duly executed as of the date first above written.

Purchaser: Dynamic Brands, LLC

By: _____

Date: _____

Seller: Protect-a-Bub

Rachel Blanner
By: _____

Date: 4/30/2009

Seller AB

Purchaser _____

EXHIBIT C

TRANSFERRED INTELLECTUAL PROPERTY

Protect-a-Bub Patent Information

1. US Pat. No. 6,012,756 & 7,000,625
2. Carseat sunshade patent filed 6/15/07 -- amended 3/18/09
Car seat application number is 11/763,998
3. Logo Copyright Registration information for Protect-a-Bub Worldwide logo
serial # 76625835
registration # 3026264
4. AU Protect-a-Bub Logo
Trademark number: 1253726
5. Ten (10) Copyrighted photos
6. AU Innovation Pat. No. 2006100626 - Patent details: 2006100626 : Protect-a-bub Deluxe Duo UPF50+ rated Sun Shade
Patent journal info:
IP Australia On Line Patent Journal - <http://www.ipaustralia.gov.au>
Listed from: Journal # 23/12 Date: 26.3.09

Seller CB

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Purchaser _____