

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
Raegan Nichole Jones		05/10/2010	INDIVIDUAL: AUSTRALIA
RECEIVING PARTY DATA			
Name:	ADEN & ANAIS, INC.		
Street Address:	4 Water Street		
Internal Address:	Suite 5B		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11201		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3615472	ADEN + ANAIS	
Registration Number:	3615471	ADEN + ANAIS	
Serial Number:	77912437	SWADDLEGIFT	
Serial Number:	77907501	SERENITY STAR	
Serial Number:	77906568	MUM+BUB	
Serial Number:	77905703	WONDERWRAP	
Serial Number:	77905696	ISSIE	
Registration Number:	3769521	BURPY BIB	
Registration Number:	3769005	SWADDLEPLUS	
Registration Number:	3768984	MADE FOR BABY. DESIGNED FOR YOU.	
Serial Number:	77965486	THE ULTIMATE IN SOFTNESS AND BREATHABILITY	
CORRESPONDENCE DATA			
Fax Number:	(303)296-0164		

OP \$290.00 3615472

900161939

TRADEMARK
 REEL: 004204 FRAME: 0001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: info@annietunheim.com
Correspondent Name: Annie Tunheim
Address Line 1: PO Box 2718
Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER:	Annie Tunheim
Signature:	/annietunheim/
Date:	05/11/2010

Total Attachments: 3

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Trademark Assignment

Effective Date: May 10, 2010

Between Raegan Nichole Jones ("Assignor"), a Resident located at 4 Water Street, Suite 5B, Brooklyn, New York 11201 and Aden & Anais, Inc. ("Assignee"), a corporation in good standing located at 4 Water Street, Suite 5B, Brooklyn, New York 11201.

1. Summary

- 1.1 The Assignor is the owner of the Trademarks along with the Trade Dress associated with those Trademarks ("the Trademarks and Trade Dress") (described in Exhibit A) and the goodwill of the business relating to the infant and child products ("Products") upon which the Trademarks are used and for which they are registered (the "Goodwill").
- 1.2 The Assignor desires to convey, transfer, assign and deliver to the Assignee all of its right, title, and interest in and to the Trademarks and Trade Dress along with the Goodwill.
- 1.3 In consideration for the mutual promises, covenants, and Agreements made below, the parties, intending to be legally bound, agree as follows:

2. Assignment

- 2.1 The Assignor hereby conveys, transfers, assigns, and delivers to the Assignee all of its right, title, and interest in and to the Trademarks, together with (1) the Goodwill; (2) all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past and future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks.
- 2.2 No share, interest, Assignment, or other right to the Trademarks has been transferred, assigned, or granted to any other party.
- 2.3 The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the Trade Dress, labels, and designs associated with the Trademarks.
- 2.4 The Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks.

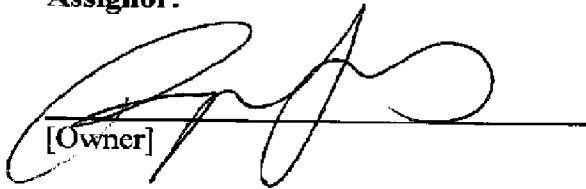

3. General Provisions

- 3.1 Effect on Heirs and Successors. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Agreement.
- 3.2 Waiver, Amendment, Modification. No waiver, amendment, or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. No waiver by any party of any default in performance by the other party in this Agreement shall constitute a waiver of any subsequent default in performance under this Agreement.

- 3.3 Severability. If any provision of this Agreement is found invalid or unenforceable under judicial decree of decision, the remainder shall be valid and enforceable according to its terms.
- 3.4 Governing Law. This Assignment shall be governed by the laws of New York applicable to Assignments made and fully performed in New York by New York residents.

Understood, Agreed, and Accepted

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Assignment as of the effective date first written above.

Assignor:
[Owner]Trademark Owner
[Title]
_____**Assignee:**
[Assignee]CEO
[Title]

[Witness]

Exhibit A
Trademarks and Trade Dress

Name of Mark	Serial Number	Registration Number
Aden + Anais	77578255	3615472
Aden + Anais	77578251	3615471
Burpy Bib	77711203	3769521
Swaddleplus	77675562	3769005
Made for Baby. Designed For You.	77666842	3768984
Swaddlegift	77912437	
Serenity Star	77907501	
Mum+Bub	77906568	
Wonderwrap	77905703	
Issie	77905696	
The Ultimate in Softness and Breathability	77965486	