

**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>
Edwin Lee		06/14/2010	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CID Resources, Inc.		
<b>Street Address:</b>	1460 Main Street		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Southlake		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76092		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85007500		
<b>Serial Number:</b>	77962891	WUNDERKIDDO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)661-6876		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-953-5758		
<b>Email:</b>	sborrelli@jw.com		
<b>Correspondent Name:</b>	Sara K. Borrelli		
<b>Address Line 1:</b>	901 Main Street		
<b>Address Line 2:</b>	Suite 6000		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>ATTORNEY DOCKET NUMBER:</b>	132425.00027		
<b>NAME OF SUBMITTER:</b>	Sara K. Borrelli		

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**900165728**

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Signature:	/sara k. borrelli/
Date:	06/28/2010
Total Attachments: 7 source=TM Assnt#page1.tif source=TM Assnt#page2.tif source=TM Assnt#page3.tif source=TM Assnt#page4.tif source=TM Assnt#page5.tif source=TM Assnt#page6.tif source=TM Assnt#page7.tif	

## INTELLECTUAL PROPERTY PURCHASE AND ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY PURCHASE AND ASSIGNMENT AGREEMENT (this "**Agreement**"), is made and entered into as of June 14, 2010, by and between Edwin Lee, a resident of Texas ("**Seller**"), and CID Resources, Inc., a Delaware corporation ("**Purchaser**").

WHEREAS, pursuant to the terms and conditions hereof, Seller hereby agrees to sell and assign, and Purchaser hereby agrees to buy and acquire, all of Seller's right, title and interest in and to (i) all of the trademarks, service marks, trade names, trade dress and logos (in each case, whether or not registered) together with the goodwill associated with and symbolized by them, if any, set forth on Exhibit A hereto (all such trademarks, service marks, trade names, trade dress and logos referred to collectively as the "**Purchased Trademarks**"), (ii) those domain names set forth on Exhibit B hereto (the "**Purchased Domain Names**"), and (iii) those copyrights, and in and to the copyright registrations and applications therefor, if any, as set forth on Schedule C hereto (the "**Purchased Copyrights**" and, collectively with the Purchased Trademarks and the Purchased Domain Names, and all claims for damages by reason of past infringement thereof, with the right to sue for, and collect, the same for Purchaser's own use and benefit, the "**Purchased Intellectual Property**").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. Purchase and Assignment. Seller hereby sells, assigns, transfers, conveys, and delivers to the Purchaser and its successors and assigns, and the Purchaser hereby purchases and accepts from the Seller, all of its right, title, and interest in, to and under:

(a) the Purchased Trademarks, including, without limitation, all related common law trademarks for which no applications or registrations exist, all applications to register any of the Purchased Trademarks, and all registrations that have been or may be granted for any of the Purchased Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Purchased Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present, and past infringements of the Purchased Trademarks and to fully and entirely stand in the place of the Seller in all matters related to the Purchased Trademarks;

(b) the Purchased Domain Names and all related registrations; and

(c) the Purchased Copyrights, including, including all rights of registration, publication, rights to create derivative works, moral rights and all other rights that are incident to copyright ownership recognized or arising under judicial or statutory law or other legal authority. Seller hereby confirms that Seller has for good and valuable consideration waived any moral rights, including, but not limited to, rights of attribution, integrity, and disclosure, arising from all or any part of the Purchased Copyrights

2. Purchase Price. In consideration of the transfer, sale, assignment, conveyance and delivery of the Purchased Intellectual Property to Purchaser, and subject to the terms, provisions and conditions of this Agreement, Purchaser agrees to pay to Seller an aggregate amount of \$9,940 (the "**Purchase Price**"). The Purchase Price shall be payable in cash by wire transfer of immediately available fund concurrently with the execution and delivery of this Agreement by all parties hereto.

3. Representations and Warranties of Seller.

(a) Authority; Binding Agreement. The execution and delivery of this Agreement and the performance of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action of Seller, and this Agreement constitutes a valid and legally binding obligation of Seller in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar law affecting the rights of creditors generally and subject to general equitable principles.

(b) TITLE TO PURCHASED INTELLECTUAL PROPERTY. Seller is the sole legal and beneficial owner of all right, title and interest in and to the Purchased Intellectual Property free and clear of all liens, claims and encumbrances of any kind or nature. There are no outstanding options, licenses, or agreements of any kind relating to the Purchased Intellectual Property. Seller has not received any communications alleging that Seller has violated or, by conducting its business as proposed, would violate any intellectual property rights of any third party.

4. Power of Attorney. Seller hereby constitutes and appoints Purchaser the true and lawful agent and attorney in fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Purchaser and its successors and assigns, from time-to-time to institute and prosecute, and to do all things legally permissible, required or reasonably deemed by Purchaser to be necessary, in the name of Seller or otherwise, to take any and all actions and to pursue any and all proceedings at law, in equity or otherwise, that Purchaser or its successors and assigns may deem proper in order to effectuate the purchase, transfer and assignment of the Purchased Intellectual Property purchased, transferred and assigned, or intended so to be, hereunder. Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

5. Further Assurances. Seller agrees to execute and deliver such other documents and to take all such other actions which the Purchaser, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant state and national trademark offices. Seller grants the attorney of record the power to insert on this Agreement any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent offices, for recordation of this document.

6. Miscellaneous. The representations and warranties of Purchaser contained in this Agreement shall survive the execution and delivery of this Agreement. This Agreement may not be amended, supplemented, altered, modified or waived in any manner except by a writing signed by all parties hereto. THIS AGREEMENT AND ANY CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF TEXAS. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law; furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitations, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be

construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document. The exchange of copies of this Agreement and of signature pages by facsimile transmission, PDF or other electronic file shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, PDF or other electronic file shall be deemed to be their original signatures for all purposes.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Seller and the Purchaser have executed this Intellectual Property Purchase and Assignment Agreement as of the day and year first above written.

By: [Signature]  
Name: Edwin Lee

CID RESOURCES, INC.  
By: [Signature]  
Name: H. P. PARK  
Title: PRESIDENT

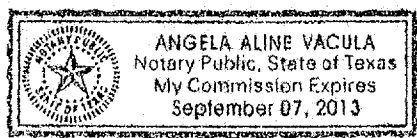
State of TX )  
                                  ) ss.:  
County of Dallas )

On the 14 day of June, in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared ~~Angela Park & H.P. Park~~ Edwin Lee personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

[Signature]  
Notary Public

My commission expires: Sep. 07, 2013


Dated: June 14, 2010



SIGNATURE PAGE

**Exhibit A**

**PURCHASED TRADEMARKS**

<b>MARK</b>	<b>COUNTRY</b>	<b>APPLICATION NO.</b>	<b>DATE FILED</b>
 <p>The mark consists of a winking face</p> <p>Goods: Nurses apparel, tops and bottoms, T shirts, uniforms, in International Class 25</p>	United States	85007500	4/6/2010
<p>WUNDERKIDDO</p> <p>Goods: Clothing Products, namely, clothing, uniforms, headgear and footwear for consumer, in International Class 25</p>	United States	77962891	3/19/10

**Exhibit B**

**PURCHASED DOMAIN NAMES**

NONE

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**Exhibit C**

**COPYRIGHTS**

1. Rights to all versions of Graphics and artwork regarding both the name “Wink” and the “Winking Face” including renditions and final design of Wink Logo. This includes all on-garment logo patches.
2. Name and actual Logo of Wink
3. All rights to 3<sup>rd</sup> party purchased Wunderkiddo logo, from which the Wink Logo. If relevant, re-sale permission from original artist must be obtained and transferred by Crown Digital.
4. Logo of wonderkiddo which they adopt wink design from.

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*INTELLECTUAL PROPERTY PURCHASE  
AND ASSIGNMENT AGREEMENT*

**RECORDED: 06/28/2010**

**TRADEMARK  
REEL: 004232 FRAME: 0870**