

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
The Happy Times Company		12/20/2010	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	CJ Products, LLC		
Street Address:	4040 Calle Platino, Ste. 123		
City:	Oceanside		
State/Country:	CALIFORNIA		
Postal Code:	92056		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85123435	PILLOW PETS DREAMLAND	
CORRESPONDENCE DATA			
Fax Number:	(760)724-7215		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	760-7824-7225		
Email:	brian@mypillowpets.com		
Correspondent Name:	Brian A. Wright		
Address Line 1:	4040 Calle Platino, Ste. 123		
Address Line 4:	Oceanside, CALIFORNIA 92056		
NAME OF SUBMITTER:	Brian A. Wright		
Signature:	/Brian A. Wright/		
Date:	12/23/2010		
Total Attachments: 1			

OP \$40.00 85123435

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**TRADEMARK
 REEL: 004440 FRAME: 0614**

TRADEMARK ASSIGNMENT

WHEREAS, The Happy Time Company, a Utah limited liability company ("Assignor") has adopted, has used, is using and is the owner of the following trademark(s) now registered, or for which an application is now pending in the United States Patent and Trademark Office:

Trademark	Application Serial No.	Date of Filing
PILLOW PETS DREAMLAND	85123435	September 5, 2010

WHEREAS, Assignor has used the mark PILLOW PETS DREAMLAND in commerce and has filed the application listed above, indicating such use, and

WHEREAS, Assignor is assigning the mark in the above-identified application as part of the entire business or portion thereof to which the mark pertains as required by 15 U.S.C. § 1060; and

WHEREAS, CJ Products, LLC, a California Limited Liability Company (Assignee), has succeeded to the that certain portion of the business, business assets and appurtenant goodwill of Assignor, and desires to acquire said trademark and the pending application therefor;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to said trademark and the application therefor, together with the goodwill of the business symbolized by said trademark and the application to register said trademark and any registration currently or subsequently issued.

The undersigned agree to execute all papers necessary in connection with the trademark registrations and applications listed above, and in connection with securing and maintaining the applications and perfecting and recording this assignment with the USPTO and foreign trademark offices.

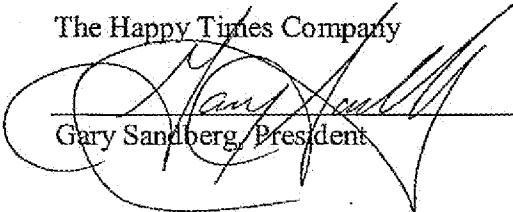
Assignor hereby covenants that it has the full right to convey the interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of December 20, 2010:

Assignor:

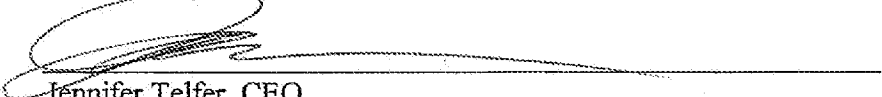
The Happy Times Company



Gary Sandberg, President

Assignee:

CJ Products, LLC



Jennifer Telfer, CEO