

**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>
Echelon Partners, LLP		01/14/2011	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WGI Innovations, Ltd.		
<b>Composed Of:</b>	COMPOSED OF WGI Holdings, Inc.		
<b>Street Address:</b>	602 Fountain Parkway		
<b>City:</b>	Grand Prairie		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75050		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85188322	ALWAYS WITHIN REACH	
<b>Serial Number:</b>	85188308	NEVER LEAVE THEIR SIDE	
<b>Serial Number:</b>	85188267	THE AUDIBLE PACIFIER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(817)336-2181		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	817.336.2400		
<b>Email:</b>	jmorgan@deckerjones.com		
<b>Correspondent Name:</b>	Geoffrey A. Mantooth		
<b>Address Line 1:</b>	801 Cherry St., Suite 2000, Unit #46		
<b>Address Line 2:</b>	Decker, Jones et al.		
<b>Address Line 4:</b>	Fort Worth, TEXAS 76102		
<b>ATTORNEY DOCKET NUMBER:</b>	2223.37070		

OP \$90.00 85188322

**900181776**

**TRADEMARK  
 REEL: 004456 FRAME: 0803**

NAME OF SUBMITTER:	Geoffrey A. Mantooth
Signature:	/Geoffrey A. Mantooth/
Date:	01/20/2011
Total Attachments: 1 source=Echelon#page1.tif	

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**TRADEMARK ASSIGNMENT**

THIS Trademark Assignment is made and entered into by and between Echelon Partners, LLP, a Texas limited liability company (hereinafter "Assignor"), and WGI Innovations, Ltd., a Texas limited partnership comprising WGI Holdings, Inc., a Texas corporation, of Grand Prairie, Texas (hereinafter "Assignee");

WHEREAS, Assignor is the owner of all rights, title and interest to the following trademarks:

THE AUDIBLE PACIFIER  
NEVER LEAVE THEIR SIDE  
ALWAYS WITHIN REACH

for baby products (hereinafter "Trademarks"), which Trademarks Assignor has either used or planned to use;

AND WHEREAS, Assignee is desirous of acquiring said Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of its rights, title and interest throughout the world in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and including, without limitation, all of the rights and privileges pertaining to the Trademarks and any registrations, including the right to apply for and obtain trademark registrations throughout the world and the right to sue and recover damages for past, present and future infringement;

AND the Assignor hereby covenants and agrees that the Assignor will at any time upon the request and at the expense of said Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to said Trademarks, including any registrations thereof.

This Assignment is effective as of November 30, 2010.

ECHELON PARTNERS, LLP

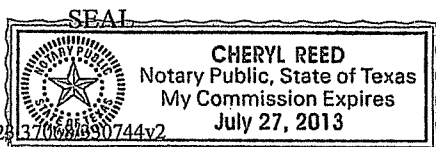
1/14/2011  
\_\_\_\_\_ Date

Chris B. Barley  
Name: Chris B. Barley  
Title: Partner

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Partner, known to me to be the Chris B. Barley of Echelon Partners, LLP., the assignor above named and acknowledged that he executed the foregoing instrument on behalf of said assignor and pursuant to authority duly received.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14<sup>th</sup> day of January 2011.



Cheryl Reed  
Notary Public for said County and State