

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/31/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nurture, Inc.		08/31/2010	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Nurture, Inc.
Street Address:	139 Fulton Street #907
City:	New York
State/Country:	NEW YORK
Postal Code:	10038
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85110057	HAPPYGEAR
Serial Number:	85147246	HAPPYMAMA
Serial Number:	85110055	HAPPYSPORT
Serial Number:	77768897	HAPPYMELTS
Serial Number:	85058747	CHOLINEIQ
Serial Number:	85024078	HAPPYSQUEEZE
Serial Number:	85110038	BE HEALTHY. GET HAPPY.
Serial Number:	85110374	HAPPYMUNCHIES
Serial Number:	78773475	HAPPY BABY
Serial Number:	77382191	HAPPYBELLIES
Serial Number:	77400075	HAPPYBITES
Serial Number:	78920705	HAPPYTOT

CORRESPONDENCE DATA

900188365

**TRADEMARK
 REEL: 004514 FRAME: 0619**

CH \$315.00 85110057

Fax Number: (314)621-0506
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314-621-5070
Email: iptm@armstrongteasdale.com
Correspondent Name: Meredith P. Gammill
Address Line 1: 7700 Forsyth Boulevard, Suite 1800
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	24984
NAME OF SUBMITTER:	Meredith P. Gammill
Signature:	/MPG-ATLLP/
Date:	04/04/2011

Total Attachments: 7
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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"NURTURE, INC.", A MINNESOTA CORPORATION,
WITH AND INTO "NURTURE, INC." UNDER THE NAME OF "NURTURE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF SEPTEMBER, A.D. 2010, AT 7:41 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4846901 8100M

100874963




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8212700

DATE: 09-07-10

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 004514 FRAME: 0621

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Merger Agreement") is entered into as of August 31, 2010, by and between Nurture, Inc., a Minnesota corporation ("Minnesota Nurture") and Nurture, Inc., a Delaware corporation and wholly-owned subsidiary of Nurture ("Nurture").

Introduction

WHEREAS, Minnesota Nurture and Nurture, each having authority to issue 100,000,000 shares of capital stock, desire to enter into this Merger Agreement for the purpose of effecting a reorganization of Minnesota Nurture from Minnesota to Delaware;

WHEREAS, Nurture is a newly formed corporation which has one share outstanding which is owned by Minnesota Nurture and has been formed for the purpose of effecting this reincorporation;

WHEREAS, the Delaware General Corporation Law (the "DGCL") permits the merger of a Delaware corporation with a corporation organized under the laws of another jurisdiction;

WHEREAS, the Minnesota Business Corporation Act (the "MBCA") permits the merger of a Minnesota corporation with a corporation organized under the laws of another jurisdiction; and

WHEREAS, the respective Boards of Directors of Minnesota Nurture and Nurture have adopted resolutions approving this Merger Agreement and declaring its advisability, and the respective stockholders of Minnesota Nurture and Nurture, to the extent required, have adopted and approved this Merger Agreement in accordance with the applicable provisions of the DGCL and the MBCA.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained in this Merger Agreement, Minnesota Nurture and Nurture agree to merge on the terms and conditions as follows:

ARTICLE 1 The Merger

Section 1.1. The Merger. In accordance with the provisions of this Merger Agreement, the DGCL and the MBCA, Minnesota Nurture shall be merged with and into Nurture (the "Merger") as of the Effective Time (as hereinafter defined in Section 1.2). Following the Effective Time, Nurture shall continue its existence as the "Surviving Corporation," and the identity, rights, titles, privileges, powers, franchises, properties and assets of Nurture shall continue unaffected and unimpaired by the Merger. Following the Effective Time, the identity and separate existence of Minnesota Nurture shall cease, and

all of the rights, titles, privileges, powers, franchises, properties and assets of Minnesota Nurture shall be vested in Nurture and all debts, liabilities or duties of Minnesota Nurture shall attach to the Surviving Corporation.

Section 1.2. Effective Time. The Merger shall be effected by the filing of a Certificate of Merger or otherwise acceptable documentation (the "Certificate of Merger"), together with any other documents required to be filed to consummate the Merger, with the Secretary of State of the State of Delaware and the Secretary of State of the State of Minnesota. The term "Effective Time" shall mean 12:00 A.M. August 31, 2010.

ARTICLE 2

Charter; Bylaws

Section 2.1. Charter. The Certificate of Incorporation (the "Charter") of Nurture, as in effect immediately prior to the Effective Time, shall be the Charter of the Surviving Corporation from and after the Effective Time, except as the Charter may thereafter be altered, amended or repealed.

Section 2.2. By-laws. The By-laws of Nurture, as in effect immediately prior to the Effective Time, shall be the By-laws of the Surviving Corporation from and after the Effective Time, except as the By-laws may thereafter be altered, amended or repealed.

ARTICLE 3

Directors and Officers

Section 3.1. Directors. From and after the Effective Time of the Merger, the directors of the Surviving Corporation, shall be those individuals duly appointed in that certain Amended and Restated Investor Rights Agreement, dated August 31, 2010 made by and among Nurture and the holders of the Nurture's common stock (the "Investor Rights Agreement"), and such directors shall hold office until their successors are elected and qualified according to the By-laws of the Surviving Corporation and the Investor Rights Agreement.

Section 3.2. Officers. From and after the Effective Time of the Merger, the officers of the Surviving Corporation, shall be those individuals duly appointed in the Investor Rights Agreement, and such officers shall hold office until their successors are elected and qualified according to the By-laws of the Surviving Corporation and the Investor Rights Agreement.

ARTICLE 4

Conversion and Exchange of Shares

Section 4.1. Conversion of Shares. At the Effective Time, and without any action on the part of Minnesota Nurture or Nurture, or any other holders of any of the capital stock of any of those corporations:

(a) each share of the Common Stock, \$0.01 par value per share, of Minnesota Nurture (the "Minnesota Nurture Common Stock") issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and exchanged for one share of the common stock, \$0.001 par value per share, of Nurture ("Nurture Common Stock");

(b) each share of Minnesota Nurture Common Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger, be cancelled and shall cease to exist;

(c) the stock transfer books of Minnesota Nurture shall be closed, and there shall be no further registration of transfers of shares of capital stock thereafter on the records of Minnesota Nurture.

Section 4.2. Exchange of Shares.

(a) All of the shares of Minnesota Nurture capital stock converted into Nurture capital stock as provided in this Article 4 shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and each certificate (each a "Certificate") previously representing any such shares of Minnesota Nurture capital stock, as the case may be, shall thereafter represent the right to receive the number of whole shares of Nurture capital stock into which such shares of Minnesota Nurture capital stock represented by such Certificate have been converted pursuant to Section 4.1. Certificates previously representing shares of Minnesota Nurture capital stock shall be exchanged for certificates representing shares of Nurture capital stock upon the surrender of such Certificates in accordance with Section 4.1 hereof, without any interest thereon.

(b) In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by Nurture, the posting by such person of a bond in such amount as Nurture may direct as indemnity against any claim that may be made against it with respect to such Certificate, Nurture will issue in exchange for such lost, stolen or destroyed Certificate, certificates representing shares of Nurture capital stock pursuant to this Merger Agreement.

Section 4.3. Options.

(a) Each outstanding and unexercised option or other right to purchase or receive, or a security convertible into, Minnesota Nurture Common Stock shall become an option or right to purchase or receive, or a security convertible into, the Surviving Corporation's common stock on the basis of one share of the Surviving Corporation's common stock for each share of Minnesota Nurture Common Stock issuable pursuant to any such option, right to purchase or convertible security, on the same terms and conditions and at an exercise price per share equal to the exercise price

applicable to any such Minnesota Nurture option, stock purchase right or convertible security at the Effective Time of the Merger.

(b) A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance equal to the number of shares of Minnesota Nurture Common Stock so reserved immediately prior to the Effective Time of the Merger.

(c) As soon as practicable after the Effective Time, the Surviving Corporation shall deliver to the holders of options appropriate notices setting forth such holders' rights pursuant to such options, as amended by this Section 4.3 and the agreements evidencing such options shall continue in effect on the same terms and conditions (subject to the amendments provided for in this Section 4.3 and such notice).

ARTICLE 5 Further Assurances

If, at any time on and after the Effective Time, the Surviving Corporation or its successors and assigns shall consider or be advised that any further assignments or assurances in law or any organizational or other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation title to and possession of any property or right of Minnesota Nurture acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Merger Agreement, Minnesota Nurture and its directors, officers and stockholders shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Merger Agreement; and the director(s) and officer(s) of the Surviving Corporation are fully authorized in the name of Minnesota Nurture or otherwise to take any and all such action.

ARTICLE 6 Amendment or Abandonment

Subject to applicable law, at any time prior to the Effective Time, the director(s) and officer(s) of Minnesota Nurture or Nurture may amend or abandon this Merger Agreement without the vote of the constituent stockholders.

ARTICLE 7 Conditions

The respective obligations of Minnesota Nurture and Nurture to effect the transactions contemplated hereby are subject to satisfaction of the following conditions (any or all of which may be waived by either of Minnesota Nurture or Nurture in its sole discretion to the extent permitted by law):

(a) Owners of the issued and outstanding shares of the Minnesota Nurture Common Stock shall not have dissented nor invoked their appraisal rights such that Minnesota Nurture becomes obligated to make a substantial payment, as determined by the Minnesota Nurture Board of Directors, to such dissenting shareholders; and

(b) Any and all consents, permits, authorizations, approvals and orders deemed in the sole discretion of the Minnesota Nurture Board of Directors and the Nurture Board of Directors, respectively, to be material to the consummation of the Merger shall have been obtained.

ARTICLE 8

Miscellaneous

Section 8.1. Waivers. Any party, by written instrument signed by any duly authorized officer, may extend the time for the performance of any of the obligations or other acts of any other party hereto, and may waive compliance with any of the covenants or performance of any of the obligations of the other party contained in this Merger Agreement.

Section 8.2. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and entirely to be performed within such State.

Section 8.3. Construction. The headings of the several Articles and Sections herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Merger Agreement.

Section 8.4. Counterparts. This Merger Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Merger Agreement as of the date first above written.

NURTURE, INC.,
a Delaware corporation

By: 
Shazi Visram
President and Chief Executive Officer

NURTURE, INC.,
a Minnesota corporation

By: 
Shazi Visram
Chief Executive Officer and Treasurer