

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
Wee Ones, Inc.		07/19/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Wee Ones, LLC		
Street Address:	13601 Lakefront Drive		
City:	Earth City		
State/Country:	MISSOURI		
Postal Code:	63045		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1405027	WEE ONES	
CORRESPONDENCE DATA			
Fax Number:	(314)400-6701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-400-6705		
Email:	miles@weeones.com		
Correspondent Name:	Miles P. Faust		
Address Line 1:	13601 Lakefront Drive		
Address Line 4:	Earth City, MISSOURI 63045		
NAME OF SUBMITTER:	Miles P. Faust		
Signature:	/Miles P. Faust/		
Date:	07/19/2011		
Total Attachments: 3 source=Wee Ones Trademark Assignment#page1.tif source=Wee Ones Trademark Assignment#page2.tif source=Wee Ones Trademark Assignment#page3.tif			

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ASSIGNMENT OF TRADEMARKS

This Assignment is made effective as of July 19, 2010, by Wee Ones, Inc., a Missouri corporation ("ASSIGNOR"), to Wee Ones Acquisition Company, LLC, a Missouri limited liability company ("ASSIGNEE").

WHEREAS, ASSIGNOR has good, valid and exclusive title in and to each of the trademarks set forth on Exhibit A attached hereto and made a part hereof, including all common law rights therein; all rights in the U.S. registrations thereof, and all renewals thereof; all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits); the right to sue for past, present and future infringements; and all other rights corresponding therein throughout the world (collectively, the "Trademarks") and the goodwill of the business associated therewith; and

WHEREAS, ASSIGNOR and ASSIGNEE are parties to that certain Asset Purchase Agreement dated as of even date herewith, pursuant to which ASSIGNOR has agreed to assign all of its right, title and interest in and to the Trademarks to ASSIGNEE, and ASSIGNEE has agreed to accept such assignment;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, does hereby assign, sell, and transfer to ASSIGNEE, its successors and assigns, all right, title and interest in and to the Trademarks together with the goodwill of the business associated therewith.

ASSIGNOR covenants that ASSIGNOR will do, execute and deliver, or will cause to be done, executed and delivered, at ASSIGNEE's expense, all such further reasonable acts or documentation for the better of assuring, conveying and confirming unto ASSIGNEE, the entire right, title and interest in the Trademarks as ASSIGNEE may reasonably require.

[Signature Page Follows]

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment of Trademarks as of the date first above written.

WEE ONES, INC.


By:  CEO
Barbara Agatsstein, CEO

EXHIBIT A

TRADEMARK SCHEDULE

<u>Mark</u>	<u>Registration No.</u>	<u>Serial No.</u>
WEE ONES	Reg. No. 1,405,027	73495865