

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
Omnipeace LLC		09/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Nutriset SAS		
Street Address:	Le Bois Ricard - BP 35		
City:	76770 Malaunay		
State/Country:	FRANCE		
Entity Type:	COMPANY: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3932612	PLUMPY NUT	
CORRESPONDENCE DATA			
Fax Number:	(212)715-1399		
Phone:	212-715-1000		
Email:	TrademarkDocketing@aporter.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	John Maltbie; Arnold & Porter LLP		
Address Line 1:	399 Park Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24477.002		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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**TRADEMARK
 REEL: 004632 FRAME: 0809**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

John Maltbie

Signature:

/John Maltbie/

Date:

09/29/2011

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), made by OMNIPEACE LLC, a Delaware limited liability company located at 8721 W. Sunset Boulevard, West Hollywood, California 90069 U.S.A. ("Assignor") and NUTRISET SAS, a company incorporated into the laws of France, having its registered office located at Le Bois Ricard, BP35, 76770, Malaunay, France ("Assignee"), is entered into and made effective as of the date last executed below.

WHEREAS, Assignor is the owner of U.S. Trademark Registration 3,932,612 for the mark PLUMPY NUT for use with "plush toys" in International Class 28 (the "Mark");

September **WHEREAS**, Assignor and Assignee are parties to an Agreement dated 1, 2011 (the "Agreement") pursuant to which, among other things, Assignor has agreed to assign and deliver to Assignee, and Assignee has agreed to accept, all of Assignor's right, title, and interest in and to the Mark; and

WHEREAS, this Assignment is entered into pursuant to, and as a condition of, the Agreement.

NOW, THEREFORE, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant to the terms of the Agreement, Assignor hereby agrees as follows:

1. Assignor hereby conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Mark, whether statutory or at common law, together with all renewals thereof and all goodwill associated therewith, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present or future infringement, dilution or other unauthorized use of the Mark, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, or any of the obligations and indemnifications of Assignor or Assignee set forth in the Agreement. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.

3. This Assignment shall be binding on, and shall inure to the benefit of, Assignor, Assignee, and their respective successors and/or assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives effective this 1st day of September, 2011.

ASSIGNOR:

OMNIPEACE LLC

MARY FANARO

[Signature]

Print Name: Mary Fanaro

Title: Managing Member

Dated:

ATTEST:

CERTIFICATE OF ACKNOWLEDGEMENT

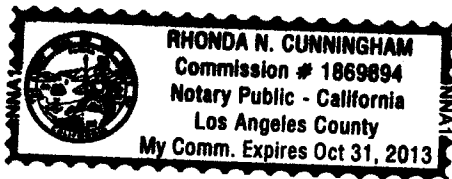
I, Rhonda N. Cunningham a Notary Public in and for Los Angeles County do hereby certify that Mary Fanaro, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, _____, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 1st day of September 2011.

[Signature]

Notary Public

Commission Expires: 10/31/13



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On 9/1/11 before me, Rhonda N. Cunningham, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Mary Fanaro
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

TRADEMARK