

**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>
Safe TV Shop, LLC		10/19/2011	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stayfold, Inc.		
<b>Street Address:</b>	108 Ingram Road, Unit 23		
<b>City:</b>	Williamsburg		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23188		
<b>Entity Type:</b>	CORPORATION: VIRGINIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85131870	SHAPE-A-DRAPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(757)473-0395		
<b>Email:</b>	bharper@williamsmullen.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Bruce Harper, Esq.		
<b>Address Line 1:</b>	222 Central Park Avenue, Suite 1700		
<b>Address Line 4:</b>	Virginia Beach, VIRGINIA 23462		
<b>ATTORNEY DOCKET NUMBER:</b>	039247.0007		
<b>NAME OF SUBMITTER:</b>	BRUCE HARPER		
<b>Signature:</b>	/BRUCE HARPER/		
<b>Date:</b>	10/25/2011		

OP \$40.00 85131870

Total Attachments: 5

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of 10 - 19 \_\_\_\_\_, 2011 (the "Effective Date"), by and between Stayfold, Inc., a Virginia corporation ("Assignee"), and Safe TV Shop, LLC, a North Carolina limited liability company ("Assignor").

WHEREAS, Assignor is the owner of the mark shown on Schedule A (the "Mark"); and

WHEREAS, Assignor has agreed to sell, convey, and assign the Mark, and Assignee has agreed to purchase such assets for the sum of one hundred dollars (\$100.00), and the consideration of the terms and conditions of the ASO TV Innovator and Termination Agreements; and

WHEREAS, the parties desire to assign all of the right, title and interest in and to the Mark to Assignee in accordance with the terms and conditions set forth herein and therein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest in, to, and under the Mark, as used in connection with the goods and services listed in the registrations on Schedule A, and in and to the goodwill associated with the Mark for Assignee's own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives, together with all claims for damages for past infringement of said Mark, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

2. Cooperation. Assignor agrees that it will cooperate fully in and will execute and deliver any and all other documents, papers, forms and authorizations and take any and all other actions that may be necessary or desirable for transferring to Assignee all right, title and interest in and to the Marks.

3. Authority. Each of the undersigned represents and warrants that it is duly and validly authorized to execute this Assignment.

4. Entire Agreement. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understanding and negotiations, both oral and written, between the parties with respect to the subject matter of this Assignment. This Assignment may not be modified except by means of a writing signed by both parties.

5. Additional Consideration. As additional consideration for entering into this Agreement, Assignee will pay Assignor the one-time sum of one hundred U.S. dollars (US\$100.00) within a reasonable period of time after the Effective Date.

6. Notices. All notices and other communications under this Agreement shall be given in writing.

7. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia without regard to conflict of laws principles.

8. Binding Effect. This Assignment is binding on and will inure to the benefit of the parties hereto and their respective successors and assigns.

9. Miscellaneous. The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof. This Agreement may be executed in one or more

counterparts, each of which shall be an original but all of which shall constitute one instrument. Facsimile and pdf e-mail signatures shall have the same legal effect as manual signatures. If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not invalidate this entire Agreement. Such provision shall be deemed to be modified to the extent necessary to render it valid and enforceable, and if no such modification shall render it valid or enforceable, then this Agreement shall be construed as if not containing such provision.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

**ASSIGNOR:**

Safe TV Shop, LLC  
520 Elliot St., Suite 200  
Charlotte, NC 28202


By: 

Name: Chris Clark

Title: Vice President

**ASSIGNEE:**

Stayfold, Inc.  
108 Ingram Road, Unit 23  
Williamsburg, VA 23188

By: 

Name: HEATHER URICK

Title: Vice President

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SCHEDULE A

TRADEMARK	Country or State	Name of Registrant	Date of Registration	Date of Filing	Reg. No./ Ser. No.
SHAPE-A-DRAPE	U.S.	Safe TV Shop, LLC	Pending	09/17/10	Ser. 85131870