

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/09/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Rugged Bear Company	FORMERLY RB Acquisition Corp.	11/11/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TRB Acquisitions LLC
Street Address:	34 West 33rd Street
Internal Address:	9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3963431	LIVE LIFE RUGGED

CORRESPONDENCE DATA

Fax Number: (516)869-0991
 Phone: 5168696422
 Email: legalsiegal@aol.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Laura B. Siegal
 Address Line 1: 1350 Broadway - Suite 212
 Address Line 2: Sasson Law PLLC
 Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Laura B. Siegal
Signature:	/Laura B. Siegal/

TRADEMARK

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REEL: 004672 FRAME: 0258

OP \$40.00 3963431

Date:

12/05/2011

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of this 9th day of March 2011 ("Date of Assignment") by and between The Rugged Bear Company f/d/b/a RB Acquisition Corp., a Delaware corporation ("Assignor") having a business address at 117 Lenox Street, Norwood, Massachusetts 02062, and TRB Acquisitions LLC, a New York limited liability company ("Assignee") having a business address at 34 West 33rd Street 9th Floor South, New York, NY 10001.

WHEREAS, Assignor is the owner of the right, title and interest in and to the trademark listed on Exhibit A attached hereto, including all common law and statutory rights, title and interest, together with the goodwill related thereto (the "Mark");

WHEREAS, Assignor has been using the Mark in interstate commerce since at least as early as June 2010;

WHEREAS, Assignee is desirous of acquiring the right, title and interest in and to the Mark and the goodwill of the business in connection with which the aforesaid Mark has been used, or is intended to be used (as appropriate);

WHEREAS, in connection with that certain Asset Purchase Agreement (the "Agreement") dated as of March 9, 2011, between Assignor and Cutie Pie Baby, Inc. ("CPB"), Assignor agreed to sell, transfer, assign and deliver to CPB or its designated nominee, Assignee, all of Assignor's worldwide right, title and interest in the Mark, and the goodwill associated with and symbolized by the Mark, and to execute such additional instruments as may be necessary to confirm such assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Assignor hereby assigns, transfers and sets over to Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest of Assignor in and to the Mark, together with the goodwill of the business connected with the use of and symbolized by the Mark, and all claims, if any, which may have arisen thereunder prior to the Date of Assignment.

IN WITNESS WHEREOF, the Assignor has caused its duly authorized representative to execute this Trademark Assignment as of the date first written above.

The Rugged Bear Company f/d/b/a RB
Acquisition Corp.

By 

Name STEWART F. GROSSMAN

Title CH 7 TRUSTEE

Exhibit A to Trademark Assignment

Trademark	Jurisdiction	Application Date	Registration or Application No.	Registration Date
LIVE LIFE RUGGED	United States	May 3, 2010	Reg. No. 3,963,431	May 17, 2011

Notar Public Seal

100 West Broadway, 10th Floor
New York, New York 10038

Notary Public for the State of New York
Commission Expires 11/30/11, License No. 10038

Notary Public

On this day I have seen the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public

[Signature]

[Signature]