

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MYAGENCY, INC.		12/07/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kyara Mascolo		
Street Address:	23512 Malibu Colony Road, #81		
City:	Malibu		
State/Country:	CALIFORNIA		
Postal Code:	90265		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85354269	COOL BABY	
Serial Number:	85354264	COOL BABY	
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
Phone:	(216) 586-7024		
Email:	dawnbrown@jonesday.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:	Dawn A. Brown		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	JONES DAY		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	489908-700036		
NAME OF SUBMITTER:	Dawn A. Brown		
Signature:	/Dawn A. Brown/		

CH \$65.00 85354269

Date:

12/13/2011

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“ASSIGNMENT”), effective as of 12/7/2011, (“Effective Date”), is made by and between MYAGENCY, INC., a California corporation having its principal place of business at 23512 Malibu Colony Road, #81, Malibu, California 90265 (hereinafter referred to as “ASSIGNOR”), and KYARA MASCOLO, a natural person having an address at 23512 Malibu Colony Road, #81, Malibu, California 90265 (hereinafter referred to as “ASSIGNEE”).

WHEREAS, ASSIGNOR is the owner of the entire right, title and interest in, to and under the United States trademark applications for registration of the trademarks identified and set forth on Schedule A (the “Trademarks”) and the goodwill associated with all of the foregoing;

WHEREAS, ASSIGNEE is desirous of acquiring ownership of the Trademarks and the part of the business connected with the Trademarks set forth on Schedule A:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(1) ASSIGNOR hereby irrevocably sells, assigns, transfers, conveys, and sets over to ASSIGNEE and its successors, assigns and nominees absolutely and forever, all of ASSIGNOR’s right, title and interest in and to the Trademarks, and applications to register the Trademarks under 15 U.S.C. §1051(b), together with the goodwill of the business associated with the use and intended use of the Trademarks and symbolized by said Trademarks and applications therefor in the United States and all foreign countries, now or hereafter in effect, for ASSIGNEE’s own use and enjoyment, and for the use and enjoyment of ASSIGNEE’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for ASSIGNEE’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

(2) ASSIGNOR shall provide to ASSIGNEE, its successors, assigns or other legal representatives, cooperation and assistance at ASSIGNEE's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this ASSIGNMENT; (3) obtaining any additional trademark protection for the Trademarks that ASSIGNEE reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this ASSIGNMENT.

(3) ASSIGNOR authorizes and requests the United States Commissioner of Patents and Trademarks to record ASSIGNEE as the assignee and owner of the Trademarks, and issue any and all registrations thereon to ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of ASSIGNEE and its successors, assigns or other legal representatives.

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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representative to be effective as of the date set forth above.

MYAGENCY, INC.

By: *Kyara Mascolo*

KYARA MASCOLO

By: *Kyara Mascolo*

Schedule A

<u>Mark</u>	<u>Classes</u>	<u>Goods & Services</u>	<u>Serial No.</u>
COOL BABY	3	Baby shampoo, baby hair conditioner, hair detangler, baby bubble bath, baby skin cleanser, baby powder, baby oil, baby lotion; baby wipes; disposable pre-moistened wash cloths; sunscreen cream; and non-medicated diaper rash cream	85/354,269
COOL BABY	5	Medicated creams for treating dermatological conditions, namely, medicated diaper rash cream	85/354,264