

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
Still Mind Inc.		04/10/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Skelanimals, LLC		
Street Address:	23586 Calabasas Road, Suite 210		
City:	Calabasas		
State/Country:	CALIFORNIA		
Postal Code:	91302		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3345624	SKELANIMALS DEAD ANIMALS NEED LOVE TOO	
CORRESPONDENCE DATA			
Fax Number:	3108553201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(310)855-3200		
Email:	lrouhi@eisnerlaw.com		
Correspondent Name:	Leila Rouhi		
Address Line 1:	9601 Wilshire Blvd, Suite 700		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
NAME OF SUBMITTER:	Leila Rouhi		
Signature:	/Leila Rouhi/		
Date:	05/09/2012		
Total Attachments: 6			

source=Trademark Assignment#page1.tif
source=Trademark Assignment#page2.tif
source=Trademark Assignment#page3.tif
source=Trademark Assignment#page4.tif
source=Trademark Assignment#page5.tif
source=Trademark Assignment#page6.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into, effective as of April 10, 2007 (the "Effective Date"), by and between Still Mind Inc., a California corporation ("Assignor"), and Skelanimals, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations and trademark applications set forth on Schedule A attached hereto, together with all goodwill associated with any of the foregoing (collectively, the "Marks"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wish to assign to Assignee, the entire right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Marks, for the United States and for all applicable foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any applicable foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties or payments accrued, 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 Marks, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and 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.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall use commercially reasonable efforts to provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance at Assignee's request and expense to the extent any out-of-pocket costs are incurred by Assignee (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to: (i) Assignee's preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) Assignee's prosecution or defense of any interference, opposition, infringement, dilution or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the rights assigned herein and this Assignment; (iii) Assignee's efforts to obtain any additional trademark protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the United

States or in any other country; and (iv) the implementation or perfection of this Assignment by Assignee in all applicable jurisdictions throughout the world.

This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Assignment and, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the parties hereto and their respective successors and assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all terms, covenants and conditions and agreements contained in this Assignment shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

This Assignment may be executed in any number of counterparts and delivered by facsimile or other electronic means, all of which shall constitute one and the same document.

This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, each Assignor and Assignee.

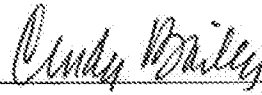
This Agreement shall be construed in accordance with, and governed by, the laws of California without regard to principles of conflicts of law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be signed by their respective duly authorized signatories as of the date first above written.

ASSIGNEE:

SKELANIMALS, LLC



By: Cindy Bailey
Its: Co-President

ASSIGNOR:

STILL MIND INC.

By: Mitchell Bernal
Its: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be signed by their respective duly authorized signatories as of the date first above written.

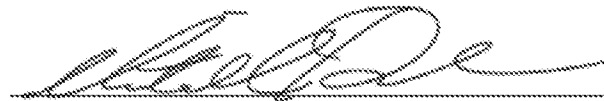
ASSIGNEE:

SKELANIMALS, LLC

By: Cindy Bailey
Its: Co-President

ASSIGNOR:

STILL MIND INC.



By: Mitchell Bernal
Its: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

See attached.

Int. Cls.: 14, 16, 25, and 28

Prior U.S. Cls.: 2, 5, 22, 23, 27, 28, 29, 37, 38, 39, and 50

Reg. No. 3,345,624

United States Patent and Trademark Office

Registered Nov. 27, 2007

TRADEMARK
PRINCIPAL REGISTER

Skelanimals
Dead animals need love too

BERNAL, MITCHELL (UNITED STATES INDIVIDUAL)
19842 NEEDLES ST
CHATSWORTH, CA 91311

FOR: JEWELRY AND CHARMS, IN CLASS 14 (U.S. CLS. 2, 27, 28 AND 50).

FIRST USE 1-27-2007; IN COMMERCE 1-27-2007.

FOR: PAPER GOODS, NAMELY, STATIONERY, POSTCARDS, AND STICKERS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 4-26-2005; IN COMMERCE 6-1-2006.

FOR: CLOTHING, NAMELY, TSHIRTS, PAJAMAS, UNDERWEAR, SWEATSHIRTS, SHOES, SLIPPERS, AND PULLOVER SWEATERS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 2-0-2005; IN COMMERCE 4-26-2005.

FOR: TOYS, NAMELY, STUFFED ANIMALS AND COLLECTABLE TOY FIGURES, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 4-1-2006; IN COMMERCE 4-1-2006.

SN 78-754,659, FILED 11-15-2005.

EDWARD FENNESSY, EXAMINING ATTORNEY