

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
Senario, LLC		08/03/2012	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Colorbok, LLC
Street Address:	110 PARKLAND PLAZA
City:	ANN ARBOR
State/Country:	MICHIGAN
Postal Code:	48304
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3992255	MY SECRET PILLOW
Registration Number:	3847626	REMARKABLES COLOR WASH COLOR AGAIN
Registration Number:	3637338	"WHERE BEDTIME AND STORYTIME BECOME ONE!"
Registration Number:	2979374	SWEET THANG
Registration Number:	3292448	STORYBOOK PILLOW

CORRESPONDENCE DATA

Fax Number: 7344184279
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 734-418-4278
 Email: tmdocketing@honigman.com
 Correspondent Name: Jennifer Sheehan Anderson
 Address Line 1: 39400 Woodward Ave. Suite 101
 Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	233516-330392 5 MARKS	TRADEMARK
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CH \$140.00 3992255

NAME OF SUBMITTER:	Jennifer Sheehan Anderson
Signature:	/Jennifer Sheehan Anderson/
Date:	08/22/2012
Total Attachments: 5 source=Executed assignment document Senario, LLC to Colorbok. LLC dated 8-3-12#page1.tif source=Executed assignment document Senario, LLC to Colorbok. LLC dated 8-3-12#page2.tif source=Executed assignment document Senario, LLC to Colorbok. LLC dated 8-3-12#page3.tif source=Executed assignment document Senario, LLC to Colorbok. LLC dated 8-3-12#page4.tif source=Executed assignment document Senario, LLC to Colorbok. LLC dated 8-3-12#page5.tif	

OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT

This Omnibus Assignment and Assumption Agreement (this "*Agreement*") is effective as of August 3, 2012, between Colorbök, LLC, an Ohio limited liability company (the "*Buyer*") and Senario, LLC, an Illinois limited liability company (the "*Seller*"). Buyer and Seller are referred to herein individually as a "*Party*" and collectively as "*Parties*." The Parties hereby agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings given to them in the Asset Purchase Agreement by and among Seller and Buyer dated of even date herewith (the "*Purchase Agreement*").

2. Assignment and Assumption of Licenses.

(a) Assignment. As of the Closing Date, Seller hereby assigns, conveys, transfers and sets over unto Buyer all of Seller's right, title and interest in, to and under the Licensing Agreements on the terms and conditions set forth in the Purchase Agreement, and to the extent permitted under the Licensing Agreements.

(b) Assumption. Buyer hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with under the Licensing Agreements, from and after the Closing Date.

3. Assignment and Assumption of Orders and Deposits. Seller, for valuable consideration received by Seller to its full satisfaction, hereby conveys, assigns, transfers, and delivers to Buyer, as of the Closing Date, all rights, title, and interests in and to the Orders and Deposits on the terms and conditions set forth in the Purchase Agreement. Buyer hereby assumes, as of the Closing Date, all of Seller's obligations with respect to the Orders.

4. Assignment of IP Rights.

(a) Assignment. For good and valuable consideration received by Seller to its full satisfaction, Seller does hereby perpetually and exclusively grant and assign to Buyer, its successors and assigns, effective as of the Closing Date, the copyright and all worldwide right, title, and interest, without reservation, throughout the universe in and to the IP Rights set forth in Exhibit O to the Purchase Agreement.

(b) Waiver. To the extent not assignable, but waivable, Seller waives and will waive such moral rights and droit moral rights related to the IP Rights without further charge.

(c) Further Assurances. Seller agrees that upon written request from Buyer, its representatives, transferees, successors or assigns shall do, execute, acknowledge and deliver, all acts, agreements, instruments, notices and assurances as may be reasonably requested by Buyer to (i) file applications, prosecute existing intellectual property applications, including any opposition, interference and invalidation proceedings, communicate facts relating to the IP Rights and provide assistance in infringement and other actions, suits, claims, investigations and proceedings relating to the IP Rights, and/or maintain the IP Rights, (ii) further effect and evidence the assignments contemplated hereby, and (iii) take any and all actions desirable or

reasonably necessary to perfect Buyer's ownership in the IP Rights. Should Seller fail to comply with the provisions of this Section 4(d), Seller hereby irrevocably appoints Buyer, its successors, transferees and/or assigns, as its attorney-in-fact with authority to take such actions and execute and deliver such documents or instruments on behalf of Seller and to make appropriate dispositions thereof as are necessary to vest the ownership of the IP Rights in and to Buyer.

5. Representations and Warranties. The representations and warranties set forth in the Purchase Agreement are hereby incorporated in this Agreement by reference.

6. Indemnification. The indemnification provisions set forth in the Purchase Agreement are hereby incorporated in this Agreement by reference.

7. Other Provisions. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, representatives, successors, and assigns of Buyer and Seller. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Any photostatic, facsimile, or electronic copy of the executed Agreement shall constitute an original.

[Signature page follows]

The Parties hereto have executed this Agreement as of the first date above written.

SELLER:

BUYER:

SENARIO, LLC

COLORBÖK, LLC

By: _____
Name Michael Nakamura _____
Its: Principle Shareholder _____

By: _____
Name: _____
Its: _____

MICHAEL NAKAMURA, individually

The Parties hereto have executed this Agreement as of the first date above written.

SELLER:

BUYER:

SENARIO, LLC

COLORBÖK, LLC

By: _____
Name _____
Its: _____

By: Mary Jo Manty
Name: Mary Jo Manty
Its: CEO

MICHAEL NAKAMURA, individually

Trademark/Patent	Name	Description	Serial Number	Date Filed	Date Registered	Term (if applies)	Graphic Included
Patent	Pillow Book	United States Design Patent	US D549,282 S	12/8/2006	8/21/2007	14 Years	N
Patent	Pillow Book	United States Patent	US 7,257,851 B1	2/1/2006	8/21/2007	See Design Term	N
Trademark	My Secret Pillow	European Union	7368079	N/A	7/29/2009	10 Year Renewal	N
Trademark	Baby Snugs	United States Trademark	7766429	6/23/2009	5/31/2011	Renewable	N
Trademark	Color Shine	United States Trademark	77456638	4/24/2008	9/8/2009	Renewable	N
Trademark	My Secret Pillow	United States Trademark	85049144	5/27/2010	7/12/2011	Renewable	Y
Trademark	Remarkables- Color Wash Color Again	United States Trademark	77931918	2/9/2010	9/14/2010	Renewable	Y
Trademark	SmartLap	United States Trademark	76291582	7/30/2001	3/25/2003	EXPIRED 11/1/09	N
Trademark	Storybook Pillow	United States Trademark	76723075	9/29/2005	9/11/2007	Renewable	N
Trademark	Sweet Thang	United States Trademark	78313714	10/15/2003	7/26/2005	Renewable	N
Trademark	Where bedtime and storytime become one	United States Trademark	77290312	9/27/2007	6/16/2009	Renewable	N
Domain Name	mysecretpillow.com	Domain Name	29568179	N/A	6/5/2015 (expires)	N/A	See Webpage
Domain Name	storybookpillow.com	Domain Name	29568179	N/A	11/21/2012 (expires)	N/A	See Webpage
Domain Name	storybookpillowcompany.com	Domain Name	29568179	N/A	11/21/2012 (expires)	N/A	See Webpage
Domain Name	storybookpillows.com	Domain Name	29568179	N/A	11/21/2012 (expires)	N/A	See Webpage
Domain Name	sweet-thang.com	Domain Name	29568179	N/A	3/31/2013 (expires)	N/A	See Webpage
Domain Name	sweethangpillows.com	Domain Name	29568179	N/A	Already Expired	N/A	See Webpage

Disclaimer Notice: IP rights also include various original artwork in digital files, which are available on Seller's computer systems. IP rights do not include any intellectual property described in Agreement section 1(g) which are not included in this exhibit. To the extent that a disclosure made in the Agreement or in any other Exhibit or Schedule hereto is relevant or related to the disclosures made herein, then that disclosure is incorporated herein by reference.