

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
TOOTHFAIRY ISLAND, LLC		12/16/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Janet Nelson		
Street Address:	6 Robin		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92604		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3908451		
Registration Number:	3908452	TOOTHFAIRY ISLAND	
Registration Number:	3216230	TOOTHFAIRY ISLAND	
Registration Number:	3917515		
CORRESPONDENCE DATA			
Fax Number:	7145469035		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7146415100		
Email:	fsanders@rutan.com		
Correspondent Name:	Rutan & Tucker, LLP		
Address Line 1:	611 Anton Blvd., Ste. 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	101682.0000		

CH \$115.00 3908451

NAME OF SUBMITTER:	Hani Z. Sayed
Signature:	/Hani Z. Sayed/
Date:	01/08/2013
Total Attachments: 4 source=Assignment101682-0000#page1.tif source=Assignment101682-0000#page2.tif source=Assignment101682-0000#page3.tif source=Assignment101682-0000#page4.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TOOTHFAIRY ISLAND, LLC

- Individual(s)
- Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 16, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JANET NELSON

Street Address: 6 ROBIN

City: IRVINE

State: CA

Country: US Zip: 92604

- Individual(s) Citizenship United States
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)
3908451; 3908452; 3216230; 3917515

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TOOTHFAIRY ISLAND (STYLIZED); TOOTHFAIRY ISLAND; TOOTHFAIRY ISLAND; SUDS

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Rutan & Tucker, LLP

Internal Address: _____

Street Address: 611 Anton Blvd., Suite 1400

City: Costa Mesa

State: CA Zip: 92626

Phone Number: 714-641-5100

Docket Number: 101682.0000

Email Address: fsanders@rutan.com

9. Signature: _____

Signature

Hani Z. Sayed

Name of Person Signing

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 502191

Authorized User Name Rutan & Tucker, LLP

Date

Total number of pages including cover sheet, attachments, and document: 4

TRADEMARK ASSIGNMENT

WHEREAS, Toothfairy Island, LLC, a California corporation having its principal place of address at 6 Robin, Irvine, CA 92604, USA (hereinafter referred to as "ASSIGNOR") and whereas ASSIGNOR wishes to assign any and all rights to the following marks and/or United States trademark filings listed on SCHEDULE A;

WHEREAS, Janet Nelson, a U.S. citizen, having her at 6 Robin, Irvine, CA 92604, USA (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring said marks and the Applications and Registrations thereof; and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the entire right, title and interest in and to the Trademarks, and any goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises and covenants 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 bound, hereby agree as follows:

1. Assignor hereby transfers, assigns, sets over and conveys to Assignee, the entire right, title and interest in and to the Trademarks, the Trademark Registrations, and any applications or renewals associated therewith, along with all goodwill associated therewith, and all other corresponding worldwide rights, now or hereafter in effect, for Assignee's own use and enjoyment as successor to that portion of Assignor's business to which the Trademark pertains, 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, damages, 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 its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor further covenants and agrees to execute all applications, assignments and oaths, and any other documents that Assignee may deem necessary or desirable for securing or

maintaining the Trademarks, or any applications or registrations thereof, all without additional compensation to Assignor. Any fees/costs associated with recording this Assignment or other required documents with the appropriate national intellectual property authorities shall be paid by Assignee.

3. Assignor hereby authorizes and requests that the U.S. Commissioner for Trademarks and corresponding entities or agencies in any applicable foreign countries or jurisdictions, record Assignee as the owner of the Trademarks.

4. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

5. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof. No amendment or modification of this assignment shall be valid or binding upon Assignor or Assignee unless made in writing and signed on behalf of each of Assignor and Assignee by their respective duly authorized representative.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by a duly authorized representative of Assignor as of the Effective Date.

ASSIGNOR: Toothfairy Island, LLC

Date: 12-16-2012

By: _____

Name: _____

Title: _____

Janet L. Nelson
Janet L. Nelson
owner Toothfairy Island