

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
NAP, Inc.		03/25/2013	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	BOBA, Inc.		
Street Address:	P. O. Box 3808		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80307		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3691805	SLEEPY WRAP	
CORRESPONDENCE DATA			
Fax Number:	3032587893		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-546-7937		
Email:	mark@cohenslaw.com		
Correspondent Name:	Mark S. Cohen, Esq.		
Address Line 1:	1942 Broadway, Suite 314		
Address Line 4:	Boulder, COLORADO 80302		
ATTORNEY DOCKET NUMBER:	SLEEPY WRAP		
NAME OF SUBMITTER:	Mark S. Cohen, Esq.		
Signature:	/Mark S. Cohen/		
Date:	07/18/2013		
Total Attachments: 3 source=SLEEPY WRAP-Trademark Assignment with Exhibit A 7-18-2013#page1.tif source=SLEEPY WRAP-Trademark Assignment with Exhibit A 7-18-2013#page2.tif source=SLEEPY WRAP-Trademark Assignment with Exhibit A 7-18-2013#page3.tif			

OP \$40.00 3691805

TRADEMARK ASSIGNMENT

This Assignment (the "Assignment") is made by NAP, INC., d/b/a SLEEPY WRAP, INC., a Colorado corporation ("Assignor").

WHEREAS, Assignor has adopted, used, and is using the trademarks identified on the attached Exhibit A (the "Trademarks"); and

WHEREAS, Assignor is desirous of assigning all of its rights in the Trademarks worldwide and any applications and registrations therefor, including the registrations identified on Exhibit A, to BOBA INC. ("Assignee").

NOW, THEREFORE, Assignor does hereby assign the Trademarks to Assignee, as follows:

1. **Assignment of Marks.** Assignor hereby sells, assigns, transfers and conveys to Assignee all rights, title and interest in and to the Trademarks worldwide, and any applications and registrations therefor, including the registrations identified on the attached Exhibit A, together with that part of the good will of the business associated with the use of and symbolized by the Trademarks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment and transfer had not been made.

2. **Assignment of Cause of Action.** Assignor further sells, assigns, transfers and conveys to Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Trademarks.

3. **Cooperation.** Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the rights, title and interest herein conveyed.

4. **Warranties of Ownership and Non-Infringement.** Assignor hereby represents that to the best of its knowledge and belief it is the exclusive owner of the Trademarks and that no other person, firm, corporation, or association has the right to use the Trademarks in commerce, either in identical form or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of such other person, to cause confusion with the Trademarks.

5. **Warranty of No Conflict of Rights.** Assignor hereby warrants and represents that it has not entered into any assignments, contracts, or other understandings with third parties which would conflict with the rights herein granted.

6. **Survival.** The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives.

EXHIBIT A
 TO TRADEMARK ASSIGNMENT
 OF
 NAP, INC., d/b/a SLEEPY WRAP, INC.,
 TO
 BOBA INC.

Trademark	Jurisdiction	Application No. and Application Date	Registration No. and Registration Date
SLEEPY WRAP	United States of America	Serial No. 77672988 Filed February 18, 2009	Registration No. 3,691,805 Registered October 6, 2009
SLEEPY WRAP	International Registration (Designated in Australia, China, European Union, Japan, South Korea, and Singapore)	N/A (Associated with U.S. Serial No. 77672988)	Registration No. 1033136 Registered February 28, 2010