

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
Sleepover Rover, Inc.		07/29/2013	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	SOR Acquisition Corp.
Street Address:	808 East Howell Street
Internal Address:	Suite 100
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3030560	SLEEPOVER ROVER
Serial Number:	85834566	SLEEPOVER ROVER

CORRESPONDENCE DATA

Fax Number: 2062603966
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2066173040
 Email: sean@focallaw.com
 Correspondent Name: Sean M. McChesney
 Address Line 1: 800 Fifth Avenue
 Address Line 2: Suite 4100
 Address Line 4: Seattle, WASHINGTON 98104

NAME OF SUBMITTER:	Sean M. McChesney
Signature:	/smm/

OP \$65.00 3030560

Date:

08/06/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**") is effective July 29, 2013 (the "**Effective Date**") by and between Sleepover Rover, Inc., an Arizona Corporation ("**Assignor**"), and SOR Acquisition Corp., a Delaware corporation ("**Assignee**").

RECITALS

A. This Trademark Assignment is entered into in connection with that certain Asset Purchase Agreement, dated as of July 29, 2013 (the "**Purchase Agreement**") by and among Assignor, Assignee and the other parties thereto, pursuant to which on the Closing Date, Assignor will transfer all right, title and interest in and to the Trademarks to Assignee.

B. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

The parties therefore agree as follows:

In consideration of the foregoing, the transactions contemplated by the Purchase Agreement, and other good and valuable consideration (including the inducement of Assignee to execute the Purchase Agreement), the receipt and sufficiency of which hereby are acknowledged, Assignor and Assignee agree as set forth below.

1. **Assignment.** Effective as of the date hereof, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, for the United States and for all foreign countries and multinational registration bodies, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's 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, together with all rights to collect royalties, products and proceeds in connection therewith, all rights to sue and bring claims for past, present and future infringement or other violation thereof, and all rights to recover damages (including attorneys' fees) and lost profits in connection therewith, and all rights corresponding to the foregoing that may exist in any jurisdiction throughout the world.

2. **Authorization to USPTO.** Assignor hereby authorizes and requests the United States Patent and Trademark Office to issue all certificates of registration in respect of any and all of the Trademarks, to Assignee for its sole use, and for the use of its legal representatives and

assigns, to the full end of the term for which such registration may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

3. Further Actions. Assignor and Assignee shall execute and deliver from time to time hereafter, upon reasonable request of the other party, all such further documents and instruments, and shall do and perform all such acts as may be necessary or reasonably requested by the other party, to give full effect to the intent and meaning of this Assignment and Assumption.

4. Counterparts; Facsimile and PDF Scanned Signatures. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute one agreement. The parties hereto agree that facsimile transmission or scanned PDF files of original signatures shall constitute and be accepted as original signatures.

5. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Washington, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

This Trademark Assignment has been executed by the parties hereto as of the date first above written.

SLEEPOVER ROVER, INC.

SOR ACQUISITION CORP.

By _____

By _____

Name:

Name:

Title:

Title:

assigns, to the full end of the term for which such registration may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

3. Further Actions. Assignor and Assignee shall execute and deliver from time to time hereafter, upon reasonable request of the other party, all such further documents and instruments, and shall do and perform all such acts as may be necessary or reasonably requested by the other party, to give full effect to the intent and meaning of this Assignment and Assumption.

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SLEEPOVER ROVER, INC.

By _____

Name:

Title:

SOR ACQUISITION CORP.

By Aaron Easterly

Name: Aaron Easterly

Title: CEO, President

assigns, to the full end of the term for which such registration may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

3. Further Actions. Assignor and Assignee shall execute and deliver from time to time hereafter, upon reasonable request of the other party, all such further documents and instruments, and shall do and perform all such acts as may be necessary or reasonably requested by the other party, to give full effect to the intent and meaning of this Assignment and Assumption.

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SLEEPOVER ROVER, INC.

SOR ACQUISITION CORP.

By Margaret M. Brown

By _____

Name: Margaret M. Brown

Name:

Title: President, Sleepover Rover, Inc.

Title:

assigns, to the full end of the term for which such registration may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

3. Further Actions. Assignor and Assignee shall execute and deliver from time to time hereafter, upon reasonable request of the other party, all such further documents and instruments, and shall do and perform all such acts as may be necessary or reasonably requested by the other party, to give full effect to the intent and meaning of this Assignment and Assumption.

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This Trademark Assignment has been executed by the parties hereto as of the date first above written.

SLEEPOVER ROVER, INC.

By Christina A. Meyers

Name: CHRISTINA MEYERS

Title: VICE PRESIDENT

SOR ACQUISITION CORP.

By _____

Name:

Title: