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 D		e Entity Type	
Kerri Lee Smith		11/09/2013	INDIVIDUAL: UNITED STATES	

RECEIVING PARTY DATA

Name:	Fairhaven Health, LLC
Street Address:	1200 Harris Avenue
Internal Address:	Suite 403
City:	Bellingham
State/Country:	WASHINGTON
Postal Code:	98225
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4151991	BELLY REST

CORRESPONDENCE DATA

Fax Number: 3605271450

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (360) 527-1400
Email: paul@hansralaw.com
Correspondent Name: Tejpal S. Hansra
Address Line 1: 1313 E Maple Street

Address Line 2: Suite 223

Address Line 4: Bellingham, WASHINGTON 98225

ATTORNEY DOCKET NUMBER:	5031-32
NAME OF SUBMITTER:	Tejpal S. Hansra
Signature:	/Tejpal S. Hansra/

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OP \$40,00 415199

Date:	11/20/2013
Total Attachments: 4 source=trademark_assignment-signed#page source=trademark_assignment-signed#page source=trademark_assignment-signed#page	e2.tif e3.tif

TRADEMARK REEL: 005158 FRAME: 0333

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between Kerri Lee Smith having an address of 1440 E. Park Hills Avenue, State College, Pennsylvania 16803 (the "Assignor"), and Fairhaven Health, LLC, a limited liability company formed in accordance with the laws of Washington and having an address at 1200 Harris Avenue, Suite 403, Bellingham, Washington 98225 (the "Assignee").

WHEREAS, subject to the document entitled "Assignment and Assumption of Trademark" dated October 7, 2013, Assignor is the owner of all right, title and interest in and to the trademark and trademark registration set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by electronic transmission, which transmission shall be deemed delivery of an originally executed document.

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IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment Agreement as of the day and year written below.

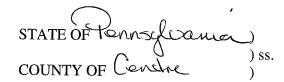
FOR ASSIGNOR:

By: Kerri Lee Smith Title: Individual

FOR ASSIGNEE:

By: Kelly Andrews

Title: Member of Fairhaven Health, LLC



Before me, a Notary Public in and for said County and State, personally appeared Kerri Lee Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under n	ny hand and seal of office th	nis <u>09</u> day (of November,	, 2013.
ALTH OF PENNSYLVANIA Notarial Seal Small, Notary Public Small, Notary Public	÷	Cal	Notary Public	cell
ownship, Centre County ssion Expires April 8. 2014	My Commission expires	$\int c c \cdot b$	e soul	•

COMMONWE

Before me, a Notary Public in and for said County and State, personally appeared Kelly Andrews, known to me to be the person whose name is subscribed to the foregoing instrument, and member of Fairhaven Health, LLC, duly authorized to execute this Assignment on behalf of Fairhaven Health, LLC, and who signed and executed the foregoing instrument on behalf of Fairhaven Health, LLC.

TRADEMARK REEL: 005158 FRAME: 0336

EXHIBIT 1

TRADEMARKS

- 1. U.S. Trademark Registration No. 4,151,991 for the mark "Belly Rest" as used with "maternity pillows" in International Class 020
 - 2. The common-law trademark "Belly Rest" as used with "maternity pillows"

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TRADEMARK
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