

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------|----------|----------------|--------------|
| Helfia Inc | | 12/17/2013 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------|
| Name: | Smile Baby Corp |
| Street Address: | 5119 Calmview Ave |
| City: | Baldwin Park |
| State/Country: | CALIFORNIA |
| Postal Code: | 91706 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------|----------|---------------|
| Serial Number: | 85829587 | MOMIN |
| Serial Number: | 86021362 | GREENICARE |
| Serial Number: | 86019046 | MOMIN |
| Serial Number: | 86018983 | OUTDOORSHIELD |
| Serial Number: | 85634245 | MOMIN |

CORRESPONDENCE DATA

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

Phone: 3238348889
 Email: chris@helfia.com
 Correspondent Name: Chris wu
 Address Line 1: 5119 Calmview Ave
 Address Line 4: Baldwin Park, CALIFORNIA 91706

| | |
|--------------------|------------|
| NAME OF SUBMITTER: | JENNY ZENG |
|--------------------|------------|

OP \$140.00 85829587

| | |
|--|----------------|
| Signature: | //JENNY ZENG// |
| Date: | 12/17/2013 |
| Total Attachments: 4 source=Trademark assignment#page1.tif source=Trademark assignment#page2.tif source=trademark transfer agreement#page1.tif source=trademark transfer agreement#page2.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):

HELPIA INC

- 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) 12/17/2013

- 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: SMILE BABY CORP

Street Address: 5119 CALMVIEW AVE

City: BALDWIN PARK

State: CALIFORNIA

Country USA Zip: 91708

- Individual(s) Citizenship _____
- 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 _____

85829687

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

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

Mark: "MOMIN"

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

Name: CHRIS WU

Internal Address: _____

Street Address: 5119 CALMVIEW AVE

City: BALDWIN PARK

State: CA Zip: 91708

Phone Number: 323-834-8889

Docket Number: _____

Email Address: CHRIS@HELPIA.COM

6. Total number of applications and registrations involved: 5

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

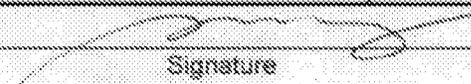
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number 325027210688

Authorized User Name JENNY ZENG

9. Signature:



Signature

JENNY ZENG

Name of Person Signing

12/17/2013

Date

Total number of pages including cover sheet, attachments, and document 1

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

2. Serial #:86021362 Mark:"GREENICARE"

3. Serial #:86019046 Mark:"MOMIN"

4. Serial #:86018983 Mark:"OUTDOORSHIELD"

5. Serial #:85634245 Mark:"MOMIN"

Dec 17, 2013

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Helfia Inc ("Assignor") and Smile Baby Corp ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows:

1. Serial #:85829587 Mark:"MOMIN"
2. Serial #:86021362 Mark:"GREENICARE"
3. Serial #:86019046 Mark:"MOMIN"
4. Serial #:86018983 Mark:"OUTDOORSHIELD"
5. Serial #:85634245 Mark:"MOMIN"

(the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$0.00, payable on Dec 17, 2013.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademark does not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: "None",.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of Los Angeles and the State of California.

Date: Dec 17, 2013

Helfia Inc

Smile Baby Corp

ASSIGNEE

ASSIGNOR



Signature

Signature

Jenny Zeng

Chris Dave

Printed Name

Printed Name