

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
Noodle & Boo, LLC		10/10/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	DD TRADERS, INC.		
Doing Business As:	DEMDACO		
Street Address:	5000 W 134th St.		
City:	Leawood		
State/Country:	KANSAS		
Postal Code:	66209		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3481607	GLOWOLOGY	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3128767925		
Email:	brian.mcginley@dentons.com, trademarks.us@dentons.com,anita.hansen@dentons.com		
Correspondent Name:	Brian R. McGinley		
Address Line 1:	Dentons US LLP		
Address Line 2:	P. O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	70006180-0001 (BRM)		
NAME OF SUBMITTER:	Brian R. McGinley		

OP \$40.00 3481607

Signature:	/brian r mcginley/
Date:	01/08/2014
Total Attachments: 5 source=IP assignment NOODLE & BOO#page1.tif source=IP assignment NOODLE & BOO#page2.tif source=IP assignment NOODLE & BOO#page3.tif source=IP assignment NOODLE & BOO#page4.tif source=IP assignment NOODLE & BOO#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is entered into effective as of the date last executed below by and between NOODLE & BOO, LLC, a California limited liability company having its principal place of business at 2105 S. Bascom Ave., Suite 100, Campbell, CA 95008 (hereinafter "Assignor"), and DD Traders, Inc. d/b/a DEMDACO, a Delaware corporation having its principal place of business at 5000 W. 134th St., Leawood, KS 66209 (hereinafter "Assignee").

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement by and between Assignor and Assignee on the same date as this Agreement ("Asset Purchase Agreement"), Assignor agreed to sell, transfer, convey, assign and deliver certain intellectual property assets to Assignee that are related to the Glowology brand of skin care products.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms will have the following respective meanings:

(a) "Business" means all of the activities conducted by Assignor to manufacture, market and distribute the Products.

(b) "Formulas" means the seven fragrance free ingredient formulas used to manufacture skin care products under the GLOWOLOGY brand, including the initial line of products intended to be offered for sale by Licensee on the Launch Date under the GLOWOLOGY brand. The Formulas are more specifically described and identified as: Body Lotion, MP-500; Body Wash, EX-549; Bubbles, GF-686; Hand Balm, NP-609; Body Butter, NP-610; Hand Wash, EX-550; Hand Lotion, MP-501.

(c) "Intellectual Property" means all intellectual property, whether registered or unregistered, and the rights provided to such intellectual property under United States, state and/or foreign law, including without limitation: all trade names, trademarks, service marks, and trade dress, including all registrations and applications therefore, all common law rights relating thereto and the goodwill of the business symbolized thereby; all patents and applications therefore, design or utility model registrations and applications therefore, and inventions that may be patentable; all copyrights and copyrightable works, including all registrations and applications therefore, and all common law rights relating thereto; and all trade secrets, know-how, confidential and/or proprietary information, including without limitation, customer lists, data, processes, methods, procedures, developments, technology, plans, technical information, and drawings.

(d) "Intellectual Property Assets" means all Intellectual Property that is related to the Products or the Business and/or necessary to conduct the Business in the manner and geographies it has been operated, except for the Formulas. The Intellectual

Property Assets include, but are not limited to, the intellectual property listed in the attached Schedule.

(e) "Products" means all products related to the Glowology brand, including body lotion, body wash, body butter, hand/foot balm, hand wash, hand lotion, bath gel, and shaving gel, excluding products marketed specifically and exclusively in the baby, children-under-12, and maternity categories.

2. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, its successors and assigns, and Assignee hereby assumes all of Assignor's right, title, benefit, privilege and interest in, to and under the Intellectual Property Assets together with any applications and/or registrations for the Intellectual Property Assets, including all common law rights and all claims for damages by reason of past and future infringements of any of the Intellectual Property Assets, with the right to sue and collect therefor, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title and interest in and to the Intellectual Property Assets as fully and exclusively as it would have been held and enjoyed by Assignor had the sale, transfer, conveyance, assignment and delivery in this Agreement not been made. Assignor agrees to execute any further documents that may be needed in the future to record and vest full title in and to the Intellectual Property Assets, including any registrations and/or applications for the Intellectual Property Assets, in Assignee.

3. Terms of the Asset Purchase Agreement. This Agreement is being delivered by Assignor pursuant to the Asset Purchase Agreement. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way whatsoever the terms or conditions of the Asset Purchase Agreement (including the representations, warranties, covenants, agreements and obligations contained therein) or any rights, duties or obligations of Assignor or Assignee thereunder. In the event of a conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control in all respects.

4. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Either party may execute and deliver this Agreement by an executed signature page transmitted by a facsimile machine or electronic mail.

5. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Pages to Follow]

SCHEDULE

1. The trademark/service mark "GLOWOLOGY", including the following registrations and applications therefore:

Mark	Country/Region	Registration/Application Serial Number
GLOWOLOGY	United States	3,481,607
GLOWOLOGY	Canada	TMA796,882
GLOWOLOGY	Mexico	1042841
GLOWOLOGY	Mexico	1042842
GLOWOLOGY	WIPO	941513
GLOWOLOGY	Korea	941513
GLOWOLOGY	China	941513
GLOWOLOGY	CTM	941513
GLOWOLOGY	Japan	941513

2. The attached customer list.

3. The list of suppliers and contract manufacturers to be delivered by Seller to Buyer within one day after the Closing.

4. The domain name (url): www.glowologyskincare.com

5. Such exclusive manufacturing rights as Noodle & Boo, LLC may have under the policy established by its supplier to the custom fragrances known as "Aqua" and "Nectar", subject to the retained rights to the Nectar fragrance as provided in Section 1.2(c) of the Agreement.