

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DreamTime, Inc.		04/24/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Evriholder Acquisition Co., LLC		
Street Address:	1500 South Lewis Street		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92805		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3012464	SPA COMFORTS	
Registration Number:	4460835	SPA COMFORTS	
Registration Number:	2115597	DREAMTIME	
Registration Number:	4263636	DREAMTIME	
Registration Number:	3575471	WARM WHISKERS	
Registration Number:	3575375	MICROWAVEABLE WARM WHISKERS IT'S WHAT'S	
Registration Number:	4440897	WARM SNUGGLES	
Registration Number:	4373349	WARM HUGS	
Serial Number:	85351199	MOMMY'S KISSES	
Serial Number:	85852102	HEALING HEAT COLD COMFORT	
Serial Number:	86075013	HOT STONE THERAPY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-223-8200		
Email:	docketing@paulipgroup.com		
Correspondent Name:	Louis C. Paul & Associates, PLLC		
Address Line 1:	299 Park Avenue, 6th Floor		
Address Line 4:	New York, NEW YORK 10171		

OP \$290.00 3012464

TRADEMARK

ATTORNEY DOCKET NUMBER:	687-A001
NAME OF SUBMITTER:	Allison B. Petrides
SIGNATURE:	/ABP/
DATE SIGNED:	05/01/2014

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (“**Assignment**”) is entered into as of April 25, 2014 (the “**Effective Date**”), by and between DreamTime, Inc., a California corporation (“**Assignor**”), and Evriholder Acquisition Co., LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on even date herewith (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver the Assets (as defined in the Purchase Agreement) to Assignee, including, without limitation, the trademarks and service marks listed in Schedule A and described below (the “**Marks**”), the domain names listed in Schedule B and described below (the “**Domain Names**”), and the copyright registrations set forth on Schedule C hereto and described below (the “**Copyrights**”), and Assignee desires to acquire Assignor’s entire right, title and interest in and to the Marks, Domain Names and Copyrights.

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

NOW THEREFORE, in consideration of mutual promises provided herein and the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor’s right, title and interest in and to: (a) the Marks, together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee 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; (b) the Domain Names; (c) the Copyrights, together with the goodwill of the business symbolized by and associated with the Copyrights, including all common law rights and copyright registration for the Copyrights, same to be held by Assignee 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; and (d) all rights to income, royalties, and license fees deriving from the Marks, Domain Names or Copyrights, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks, Domain Names or Copyrights or injury to the goodwill associated with the Marks, Domain Names or Copyrights and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such

claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assistance. Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts reasonably necessary or desirable to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, Domain Names and Copyrights, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. Miscellaneous.

(a) This Assignment is subject in all respects to the provisions of the Purchase Agreement. In the event of a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

(b) This Assignment may not be amended or modified other than by an instrument in writing signed by Assignor and Assignee.

(c) This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, expressed or implied, shall give or be construed to give any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder. This Assignment and the rights and obligations hereunder shall not be assignable by either party without the written consent of the other party and any such purported assignment by either party without such consent shall be void. Notwithstanding the foregoing, Assignee may, without obtaining the consent of Assignor, assign any of its rights and/or obligations under this Assignment to any of its Affiliates or to its lenders as collateral security or to any Person that acquires (whether by merger, purchase of stock, purchase of assets or otherwise) Assignee or any parent of Assignee, or is the successor or surviving entity in any such acquisition, merger or other transaction involving Assignee or any parent of Assignee (provided that if Assignee so assigns its obligations hereunder, Assignee shall not be relieved of its obligations hereunder in respect of any such assignment).

(d) This Assignment shall be governed and construed in accordance with the laws of the State of Delaware, without regard to any applicable principles of conflicts of laws.

EXECUTION VERSION

(e) This Assignment may be executed in any number of counterparts, including electronic counterparts, each of which shall be deemed to be an original but all of which shall be considered one and the same instrument.


(f) The parties hereto agree that any dispute arising from or relating to this Assignment or the subject matter hereof shall be resolved in accordance with, and subject to the provisions of, Section 10.10 and Section 10.11 of the Purchase Agreement.

(g) If any term or provision of this Assignment or the application thereof to any circumstances shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Assignment or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

EVRIHOLDER ACQUISITION CO., LLC,
a Delaware limited liability company

By: 
Name: Gary Seehoff
Title: Chairman

“Assignor”

DREAMTIME, INC.,
a California corporation

By: _____
Name: Judy Day
Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

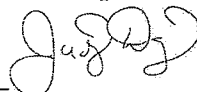
"Assignee"

EVRIHOLDER ACQUISITION CO., LLC,
a Delaware limited liability company

By: _____
Name: Gary Seehoff
Title: Chairman

"Assignor"

DREAMTIME, INC.,
a California corporation

By:  _____
Name: Judy Day
Title: Chief Executive Officer

Digitally signed by Judy Day
DN: cn=Judy Day, o, ou,
email=judyday@dreamtimeinc.com, c=US
Date: 2014.04.24 17:59:35 -07'00'

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

Schedule A

Marks

Serial Number	Reg. Number	Word Mark
76392283	3012464	SPA COMFORTS
85564626	4460835	SPA COMFORTS
75139950	2115597	DREAMTIME
85566130	4263636	DREAMTIME
77494384	3575471	WARM WHISKERS
77473791	3575375	MICROWAVEABLE WARM WHISKERS IT'S WHAT'S ON THE INSIDE THAT COUNTS
85575060	4440897	WARM SNUGGLES
85584031	4373349	WARM HUGS
85351199	Suspended	MOMMY'S KISSES (1)
85852102	Suspended	HEALING HEAT COLD COMFORT
86075013	Pending	HOT STONE THERAPY

(1) Amended application to update Mommy's Kisses trademark has been filed with the USPTO.

Schedule B

Domain Names

1. www.dreamtimeinc.com
2. www.relaxanddream.com
3. www.spacomforts.com
4. www.warmwhiskers.com

Schedule C

Copyrights

<u>Copyright No.</u>	<u>Title</u>	<u>Owner</u>
VA0001324993	Body wrap product package	DreamTime, Inc.
VA0001324992	Hand cozys product package 2005	DreamTime, Inc.