

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colorbok, LLC		04/29/2014	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Michael Nakamura		
Street Address:	5809 E. Hillside Dr.		
City:	Crystal Lake		
State/Country:	ILLINOIS		
Postal Code:	60012		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3992255	MY SECRET PILLOW	
Registration Number:	3847626	REMARKABLES COLOR WASH COLOR AGAIN	
Registration Number:	3292448	STORYBOOK PILLOW	
Registration Number:	2979374	SWEET THANG	
Registration Number:	3637338	"WHERE BEDTIME AND STORYTIME BECOME ONE!"	
CORRESPONDENCE DATA			
Fax Number:	8154555685		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	815-307-2974		
Email:	stephen@scherrerpatentlaw.com		
Correspondent Name:	Stephen T. Scherrer		
Address Line 1:	17 E. Crystal Lake Ave.		
Address Line 4:	Crystal Lake, ILLINOIS 60014		
ATTORNEY DOCKET NUMBER:	NAK-007-A		
NAME OF SUBMITTER:	Stephen T. Scherrer		
SIGNATURE:	/Stephen T. Scherrer/		
DATE SIGNED:	06/12/2014		
Total Attachments: 4			

OP \$140.00 3992255

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Exhibit A to SETTLEMENT AGREEMENT AND MUTUAL RELEASE

OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT

This Omnibus Assignment and Assumption Agreement (this "Agreement") is effective as of April 29, 2014, between Colorbök, LLC, an Ohio limited liability company ("Transferor"), and Michael Nakamura ("Transferee"). Transferor and Transferee are referred to herein collectively as the "Parties." The Parties hereby agree as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings given to them in the Asset Purchase Agreement by and among Transferor and Transferee dated July 31, 2012 (the "Purchase Agreement").

2. **Assignment of IP Rights.**

a) *Assignment.* For good and valuable consideration received by Transferor to its full satisfaction, Transferor does hereby perpetually and exclusively grant and assign to Transferee, its successors and assigns, effective as of the effective date of this Agreement, the copyright and all worldwide right, title, and interest, without reservation, throughout the universe in and to the IP Rights as follows, and including those IP Rights specifically attached hereto:

All rights to the intellectual property ("IP") listed below and attached hereto:

1. Storybook Pillow
2. My Secret Pillow
3. Sweet Thang
4. Remarkables
5. Smartlap
6. Lollipop Dolls
7. Baby Snugs
8. Color Shine
9. Where Bedtime and Storytime Become One

Such rights include Colorbök's rights, titles and interests in and to certain:

- (i) trademark rights, business identifiers, logos, trade dress, service marks, trade names, domain names and brand names, together with the goodwill of Colorbök's business symbolized by such marks and logos, and including all rights as opponents in any oppositions and cancellation proceedings;
- (ii) copyrights and all other rights associated therewith and the underlying works of authorship;

- (iii) patents and all proprietary rights associated therewith;
- (iv) contracts granting any right, title, license or privilege under the intellectual property rights of any third party;
- (v) inventions, mask works and mask work registrations, know-how, discoveries, improvements, designs, computer source codes, programs and other software (including all machine readable code, printed listings of code, documentation and related property and information), trade secrets, websites, shop and royalty rights, employee covenants and agreements respecting intellectual property and non-competition and all other types of intellectual property.

The IP Rights shall include such registrations of any of the foregoing, applications therefor, goodwill associated therewith and all claims for infringement or breach thereof that are listed in the attached IP Rights. Such rights also include, without limitation, all of Colorbök's right, title, and interest to the IP Rights which may belong to Colorbök under any copyright law now or hereafter in force and effect in the United States of America or in any other country or countries, including the right to sue for damages and other remedies for past infringements of the work which may have occurred prior to the date of this Assignment, to be held and enjoyed by Nakamura, his successors and assigns; fully, entirely, and absolutely.

b) *Waiver.* To the extent not assignable, but waivable, Transferor waives and will waive such moral rights and droit moral rights related to the IP Rights without further charge.

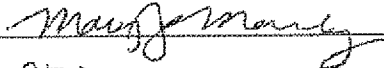
c) *Further Assurances.* Transferor agrees that upon written request from Transferee, its representatives, transferees, successors or assigns shall do, execute, acknowledge and deliver all acts, agreements, instruments, notices and assurances as may be reasonably requested by Transferee to (i) file applications, prosecute existing intellectual property applications, including any opposition, interference and invalidation proceedings, communicate facts relating to the IP Rights and provide assistance in infringement and other actions, suits, claims, investigations and proceedings relating to the IP Rights, and/or maintain the IP Rights, (ii) further effect and evidence the assignments contemplated hereby, and (iii) take any and all actions desirable or reasonably necessary to perfect Transferee's ownership in the IP Rights. Should Transferor fail to comply with the provisions of this section, Transferor hereby irrevocably appoints Transferee, its successors, transferees and/or assigns, as its attorney-in-fact with authority to take such actions and execute and deliver such documents or instruments on behalf of Transferor and to make appropriate dispositions thereof as are necessary to vest the ownership of the IP Rights in and to Transferee.

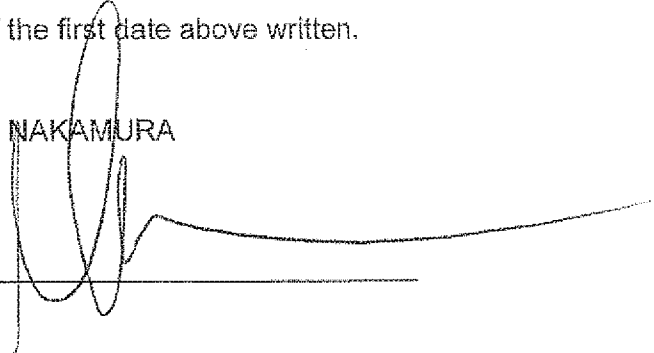
3. **Other Provisions.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, representatives, successors, and assigns of Transferee and Transferor. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Any photostatic, facsimile, or electronic copy of the executed Agreement shall constitute an original.

The Parties hereto have executed this Agreement as of the first date above written.

COLORBÖK, LLC

MICHAEL NAKAMURA

By: 
Its CFO

By: 

**Attachment to
Exhibit A to SETTLEMENT AGREEMENT AND MUTUAL RELEASE
OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT**

<u>Title</u>	<u>Serial Numbers</u>	<u>Patents</u>
Pillow Book		US D549,282 S
Pillow Book		US 7,257,851 B1
<u>Title</u>		<u>Trademarks</u>
My Secret Pillow	7368079	CTM 7368079
Baby Snugs	77766429	US 3,971,154
Color Shine	77456638	US 3,680,844
My Secret Pillow	85049144	US 3,992,255
Remarkables Color Wash Color Again	77931918	US 3,847,626
SmartLap	76291582	US 2,701,232
Storybook Pillow	78723075	US 3,292,448
Sweet Thang	78313714	US 2,979,374
Where Bedtime and Storytime Become One	77290312	US 3,637,338
		<u>Domain Names</u>
	29568179	Mysecretpillow.com
	29568179	Storybookpillow.com
	29568179	Storybookpillowcompany.com
	29568179	Storybookpillows.com
	29568179	Sweet-thang.com
	29568179	Sweethangpillows.com