

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Senario, LLC		08/03/2012	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Colorbok, LLC		
Street Address:	110 Parkland Plaza		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48304		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3971154	BABY SNUGS	
Registration Number:	3680844	COLOR SHINE	
Registration Number:	2701232	SMARTLAP	
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: 6			
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OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT

This Omnibus Assignment and Assumption Agreement (this "*Agreement*") is effective as of August ____, 2012, between Colorbök, LLC, an Ohio limited liability company (the "*Buyer*") and Senario, LLC, an Illinois limited liability company (the "*Seller*"). Buyer and Seller are referred to herein individually as a "*Party*" and collectively as "*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 Seller and Buyer dated of even date herewith (the "*Purchase Agreement*").

2. Assignment and Assumption of Licenses.

(a) Assignment. As of the Closing Date, Seller hereby assigns, conveys, transfers and sets over unto Buyer all of Seller's right, title and interest in, to and under the Licensing Agreements on the terms and conditions set forth in the Purchase Agreement, and to the extent permitted under the Licensing Agreements.

(b) Assumption. Buyer hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with under the Licensing Agreements, from and after the Closing Date.

3. Assignment and Assumption of Orders and Deposits. Seller, for valuable consideration received by Seller to its full satisfaction, hereby conveys, assigns, transfers, and delivers to Buyer, as of the Closing Date, all rights, title, and interests in and to the Orders and Deposits on the terms and conditions set forth in the Purchase Agreement. Buyer hereby assumes, as of the Closing Date, all of Seller's obligations with respect to the Orders.

4. Assignment of IP Rights.

(a) Assignment. For good and valuable consideration received by Seller to its full satisfaction, Seller does hereby perpetually and exclusively grant and assign to Buyer, its successors and assigns, effective as of the Closing Date, the copyright and all worldwide right, title, and interest, without reservation, throughout the universe in and to the IP Rights set forth in Exhibit Q to the Purchase Agreement.

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

(c) Further Assurances. Seller agrees that upon written request from Buyer, 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 Buyer 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 Buyer's ownership in the IP Rights. Should Seller fail to comply with the provisions of this Section 4(d), Seller hereby irrevocably appoints Buyer, 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 Seller and to make appropriate dispositions thereof as are necessary to vest the ownership of the IP Rights in and to Buyer.

5. Representations and Warranties. The representations and warranties set forth in the Purchase Agreement are hereby incorporated in this Agreement by reference.

6. Indemnification. The indemnification provisions set forth in the Purchase Agreement are hereby incorporated in this Agreement by reference.

7. 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 Buyer and Seller. 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.

[Signature page follows]

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

SELLER:

BUYER:

SENARIO, LLC

COLORBOOK, LLC

By: _____
Name _____
Its: _____

By: *Mary Jo Murty*
Name: *Mary Jo Murty*
Its: *CEO*

MICHAEL NAKAMURA, individually

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

SELLER:

BUYER:

SENARIO, LLC

COLORBOX, LLC

By: _____
Name Michael Nakamura _____
Is: Principle Shareholder _____

By: _____
Name: _____
Is: _____

MICHAEL NAKAMURA, individually

Exhibit O

IP Rights

Part 1. Intellectual Property Rights

Trademark/Patent	Name	Description	Serial Number	Date Filed	Date Registered	Term (If Applicable)	Geographic Jurisdiction
Patent	Pillow Brink	United States Design Patent	US 7,257,861 B1	12/26/06	8/7/2007	14 Years	N
Patent	Pillow Book	United States Patent	US 7,257,861 B1	2/1/2006	5/21/2007	See Design Term	N
Trademark	My Secret Pillow	European Union	7386079	N/A	7/26/2009	10 Year Renewal	N
Trademark	Baby Snugg	United States Trademark	77709426	6/23/2009	5/31/2011	Renewable	B
Trademark	Color Shirts	United States Trademark	77456636	4/24/2008	9/9/2009	Renewable	N
Trademark	My Secret Pillow	United States Trademark	85049144	5/27/2010	7/7/2011	Renewable	Y
Trademark	Remembrace - Color Wash Color Again	United States Trademark	77831616	2/6/2010	9/14/2010	Renewable	Y
Trademark	SmartLap	United States Trademark	78261582	7/30/2001	3/25/2003	EXPIRED 1/1/09	N
Trademark	Sweyback Pillow	United States Trademark	76723075	8/29/2005	9/11/2007	Perpetual	N
Trademark	Sweet Truck	United States Trademark	78310714	10/15/2002	7/28/2005	Renewable	N
Trademark	White heurms and anytime become one	United States Trademark	77590312	10/27/2007	6/16/2009	Perpetual	N
Domain Name	mysweybackpillow.com	Domain Name	23586179	N/A	6/22/15 (expire)	N/A	See Webpage
Domain Name	sweybackpillow.com	Domain Name	26568178	N/A	11/21/2012 (expire)	N/A	See Webpage
Domain Name	sweybackpillowcompany.com	Domain Name	22568179	N/A	11/21/2012 (expire)	N/A	See Webpage
Domain Name	sweybackpillow.com	Domain Name	23586179	N/A	11/21/2012 (expire)	N/A	See Webpage
Domain Name	sweettruck.com	Domain Name	26568178	N/A	3/01/2013 (expire)	N/A	See Webpage
Domain Name	sweethearts.com	Domain Name	23586179	N/A	Already Expired	N/A	See Webpage

Disclaimer Notice: IP rights also include various original artwork in digital files, which are available on Seller's computer systems. IP rights do not include any intellectual property described in Agreement section 1(g) which are not included in this exhibit. To the extent that a disclosure made in the Agreement or in any other Exhibit or Schedule hereto is relevant or related to the disclosures made herein, then that disclosure is incorporated herein by reference.