

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308115

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mirific, Inc.		06/16/2014	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Virtual Stake, Inc.		
<b>Street Address:</b>	27240 Turnberry Lane, Ste. 200		
<b>City:</b>	Valencia		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91355		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3650996	SLEEPY HEAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9499757501		
<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>			
<b>Phone:</b>	9499757500		
<b>Email:</b>	uspto@bkcglaw.com		
<b>Correspondent Name:</b>	Amanda V. Dwight		
<b>Address Line 1:</b>	2020 Main Street, Suite 600		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	VIR03-200		
<b>NAME OF SUBMITTER:</b>	Amanda V. Dwight		
<b>SIGNATURE:</b>	/AD/		
<b>DATE SIGNED:</b>	06/19/2014		
<b>Total Attachments: 3</b>			
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## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement ("Agreement") is dated June 16, 2014 and is entered into between Mirific, Inc., a Nevada Corporation with a business address of 777 N. Rainbow Dr., #250, Las Vegas, Nevada 89107, Julie Brown, a single woman (Collectively referred to as "Mirific" or "Assignor") and Virtual Stake, Inc., a California Corporation with a business address of 27240 Turnberry Ln, Suite 200, Valencia, California 91355 ("Virtual Stake" or "Assignee"). Assignee and Assignor shall sometimes be referred to collectively as "Parties."

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

### 1. Trademark Assignment

(a) Mirific is the rightful owner of the following trademark registered with the U.S. Patent and Trademark Office as Registration Number 3,650,996 and issued on July 7, 2009 (the "Trademark"): SLEEPY HEAD

(b) Julie Brown is the rightful owner of the domain name sleepyheadpillowcase.com (the "Domain Name"):

(c) Assignor hereby assigns and transfers unto Assignee all rights, titles and interests in the Trademark and Domain Name as part of the entire business to which this mark and the domain name pertains and Assignee agrees to acquire the Trademark and the Domain Name.

(d) Assignor, assigns to Assignee, its successors and assigns, all rights, titles and interests in the Trademark and the Domain Name, the common law rights associated therewith, in the United States and worldwide, and all of the goodwill of the business associated with the use of and symbolized by the Trademark and the Domain Name together with all claims for damages by reason of past, present, and future infringement of the rights assigned under this assignment, with the right to sue for and collect the same for Assignee's use and benefit, and for the use and benefit of Assignee's successors, assigns, and other legal representatives.

### 2. Consideration

(a) Assignee agrees to pay Assignor the sum of \$~~300.00~~ ~~XXXXXX~~ ~~XXXXXX~~ concurrently with the execution of this Agreement as the entire consideration due for the conveyance of the rights incident to the Trademark and the Domain Name.

### 3. Further Agreements of the Parties

(a) Virtual Stake hereby grants to Julie Brown a non-exclusive, non-transferable, perpetual, worldwide, irrevocable and fully paid-up license to use the Trademark and the

Domain Name as set forth in Schedule A. The terms and conditions of this License are confidential between the parties and shall not be disclosed to anyone else, except as may be necessary to effectuate its terms.

#### **4. Miscellaneous Provisions**

(a) This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the matters discussed herein and they supersede all prior written or oral statements among the parties, including any prior statements, warranties, or representations.

(b) The Section headings which appear throughout this Agreement are provided for convenience only and are not intended to define or limit the scope of this Agreement or the intent or subject matter of its provisions.

(c) This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns.

(d) Each party agrees that all disputes arising under or in connection with this Agreement and any transactions contemplated by this Agreement will be governed by the internal law of the State of California without regard to its conflicts of law provisions. Each party agrees to submit to the exclusive jurisdiction of the federal and state courts located in and serving Orange County, California in any action arising out of a dispute under or in connection with this Agreement or any transaction contemplated by this Agreement.

(e) The parties acknowledge and agree that irreparable injury will result from any breach of this Agreement and that money damages will not adequately compensate the injured party. Accordingly, in the event of a breach or a threatened breach of this Agreement, any party who may be injured will be entitled, in addition to any other remedy which may be available, to injunctive relief to prevent or to correct the breach.

(f) Any amendments, modifications, or alterations to this Agreement must be in writing and signed by both of the parties. Each provision of this Agreement is severable from the other provisions. If, for any reason, any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.


(g) In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded its reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part of this Agreement, nor prejudice either party with regard to any subsequent action.

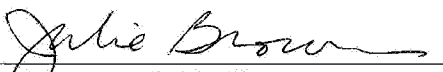
(h) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

This Agreement is effective as of June 16, 2014.

**ASSIGNOR:**

Mirrific, Inc.

By:   
Julie Brown  
Its: President

  
Julie Brown, Individually

**ASSIGNEE:**

Virtual Stake, Inc.

By:   
Wilson Mattos  
Its: Chief Financial Officer