

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
La Dolce Diva, Inc.		08/20/2014	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Accelerated Manufacturing Solutions, Inc.		
Street Address:	5501 LBJ Freeway, Suite 901		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85805028	GOT 2 GO	
Serial Number:	85639305	TOODALOO	
Serial Number:	86319505	AIR OF CONFIDENCE	
Serial Number:	86319502	DEUX NOT DISTURB	
Serial Number:	86319500	FRAGRANT DISREGARD	
Serial Number:	86318705	EAU HOLY NIGHT	
Serial Number:	86318694	SPRUCE YOUR DEUCE	
Serial Number:	86318678	SCENTS AND SENSIBILITY	
Serial Number:	86318186	MIST CONGENIALITY	
Serial Number:	86159773	GO WITH THE AIR OF CONFIDENCE	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	214-651-5262		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Lisa Normand		
Address Line 1:	Haynes and Boone, LLP		
Address Line 2:	2323 Victory Ave., Ste. 700		
Address Line 4:	Dallas, TEXAS 75219		

OP \$265.00 85805028

ATTORNEY DOCKET NUMBER:	0045303.00070
NAME OF SUBMITTER:	Lisa Normand
SIGNATURE:	/Lisa Normand/
DATE SIGNED:	09/10/2014

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This Assignment and Assumption of Intellectual Property ("Assignment"), effective as of August 20, 2014, is entered into by and between La Dolce Diva, Inc., a Georgia corporation ("Assignor") and Accelerated Manufacturing Solutions, Inc., a Texas corporation ("Assignee").

WHEREAS, Assignor is the owner of that certain Internet domain name registration identified on Schedule A attached hereto ("Domain Name") and those certain trademark registrations identified on Schedule B attached hereto ("Assigned Trademarks");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), between Assignor and Assignee, Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets of Assignor, including the Domain Names and Assigned Trademarks (the "Acquisition");

WHEREAS, in connection with the Acquisition, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title, and interest in and to the Domain Names and Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Conveyance and Acceptance of Domain Names. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Domain Name, any goodwill connected with the use thereof and symbolized thereby, any registrations and applications for registration thereof, any right to sue, either at law or in equity and the right to recover for any present, or future infringements thereof, any right to secure registration of the Domain Names and of this Assignment, and any right to initiate other proceedings before all government and administrative bodies with respect to the Domain Names.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks, any goodwill connected with the use of thereof and symbolized thereby, any registrations and applications for registration thereof, the right to sue, either at law or in equity and any right to recover for any present, or future infringements thereof, any right to secure registration of the Assigned Trademarks and of this Assignment, and any right to initiate other proceedings before all government and administrative bodies with respect to the Trademarks.

3. Recordation.

a. Domain Names. Assignor hereby acknowledges and agrees that the Internet domain name registrar (the "Registering Authority") of the Domain Names is authorized to transfer and record in the name of Assignee ownership of and administrative contact for the Domain Name. Assignor

will, at Assignee's expense, take any and all actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to the Domain Name. Without limiting the foregoing, at Assignee's request and expense Assignor will cooperate with Assignee to (a) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (b) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; and (c) take any further actions reasonably required by the Registering Authority's policies and rules to transfer the Domain Names to Assignee.

b. Trademarks. Assignor hereby authorizes the Commissioner of Patents and Trademarks and any other applicable government officer to record this Assignment, and to record Assignee as the owner of the Trademarks and the registrations therefor.

4. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the laws (excluding conflict of laws rules and principles) of the State of Georgia applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

5. Counterparts; Facsimile. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

6. Amendment and Modification. Neither this Assignment nor any of the terms hereof may be terminated, amended, supplemented or modified orally, but only by an instrument in writing signed by Assignor and Assignee.

7. No Third-Party Beneficiaries. The terms of this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person (other than the parties hereto and their respective legal representatives, successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

LA DOLCE DIVA, INC.

By: J. Kirkwood
Jennifer Kirkwood
Title: OWNER

ASSIGNEE:

ACCELERATED MANUFACTURING
SOLUTIONS, INC.

By: Chris McClain
Chris McClain
Title:

SCHEDULE A

to

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

DOMAIN NAME

www.saytoodaloo.com

SCHEDULE B

to

ASSIGNMENT OF INTELLECTUAL PROPERTY

Trademarks

Registered

85805028 4544378 Registered GOT 2 GO
85639305 4306783 Registered TOODALOO

Pending

Serial Number

86319505 AIR OF CONFIDENCE
86319502 DEUX NOT DISTURB
86319500 FRAGRANT DISREGARD
86318705 EAU HOLY NIGHT
86318694 SPRUCE YOUR DEUCE
86318678 SCENTS AND SENSIBILITY
86318186 MIST CONGENIALITY
86159773 GO WITH THE AIR OF CONFIDENCE

Unregistered

Air To The Throne - TM in use but not applied for. Being used in marketplace and website since May 31, 2012

Queen Of The Commode - TM in use but not applied for. Being used in marketplace and website since May 31, 2012