

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320111

<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>
Skelanimals, LLC		09/09/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Art Impressions, Inc.		
<b>Street Address:</b>	23586 Calabasas Road		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Calabasas		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91302		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85577261	SKELANIMALS	
<b>Serial Number:</b>	78754659	SKELANIMALS DEAD ANIMALS NEED LOVE TOO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2039056747		
<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>	2035574224		
<b>Email:</b>	jferdinand@24iplg.com		
<b>Correspondent Name:</b>	Edmund Ferdinand		
<b>Address Line 1:</b>	129 Post Road East		
<b>Address Line 4:</b>	Westport, CONNECTICUT 06880		
<b>NAME OF SUBMITTER:</b>	Edmund J. Ferdinand, III		
<b>SIGNATURE:</b>	/ejf/		
<b>DATE SIGNED:</b>	10/15/2014		
<b>Total Attachments: 4</b>			
source=Assignment from Skelanimals LLC to Art Impressions#page1.tif			
source=Assignment from Skelanimals LLC to Art Impressions#page2.tif			
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source=Assignment from Skelanimals LLC to Art Impressions#page4.tif			

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TRADEMARK

Transfer & Assignment of SKELANIMALS

THIS ASSIGNMENT is made as of the 9<sup>th</sup> day of September, 2013.

**BETWEEN:**

**SKELANIMALS, LLC.**, a California limited liability company

("SKELANIMALS")

-and-

**ART IMPRESSIONS, INC.**, a California corporation

("Assignee")

**WHEREAS** SKELANIMALS is the owner of all right, title, and interest in and to the physical assets and intellectual property of the brand known as "Skelanimals" (the "Brand") and all derivative works based thereon (the "Works") and Assignee is the sole remaining member of the SKELANIMALS company;

**AND WHEREAS** SKELANIMALS now wishes to assign, transfer, convey and deliver to Assignee such of its right, title and interest in and to the Brand and the Works in accordance with the terms herein and Assignee desires to acquire and accept from SKELANIMALS the Brand and the Works;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

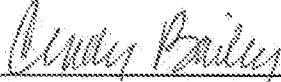
1. SKELANIMALS hereby irrevocably assigns, transfers, conveys and delivers to Assignee and Assignee hereby acquires and accepts from SKELANIMALS, all of SKELANIMALS' right, title and interest in the Brand and the Works, including without limitation all Intellectual Property Rights in and to the Brand and the Works. "Intellectual Property Rights" means any and all tangible and intangible (a) rights associated with works of authorship throughout the universe, including copyrights and moral rights, (b) trademark, service mark, and trade name rights and similar rights, (c) trade secret rights, (d) all other intellectual and proprietary rights (of every kind or nature, whether now known or hereafter recognized, throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, including, but not limited to, rights of publicity and (e) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force.

2. Assignee hereby further assumes and accepts all of the liabilities and obligations of SKELANIMALS to the extent related to the Brand, the Works or the Intellectual Property Rights.
3. SKELANIMALS hereby covenants, warrants, and represents to Assignee that (a) SKELANIMALS is the sole owner of and has the exclusive right to use the Brand, the Works and the Intellectual Property Rights therein, free and clear of any liens, encumbrances or claims of any nature, and has made no agreement with respect to the Brand, the Works or the Intellectual Property Rights therein that is in conflict with this Assignment and (b) no consent or other authorization to the assignment of the Brand, the Works or the Intellectual Property Rights therein is required to be obtained by SKELANIMALS or Assignee.
4. Each of the parties hereto represents to the other party that it has the requisite power to enter into this Assignment and to carry out its obligations hereunder. This Assignment has been duly authorized, executed and delivered by each of the parties hereto and constitutes a valid and binding agreement, enforceable against such party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors' rights generally, by equitable limitations on the availability of specific remedies and by principles of equity.
5. Further Assurances. Each of SKELANIMALS and Assignee shall execute and deliver any and all agreements, instruments and other documents and take any and all actions as may be necessary or desirable to confirm and evidence the transfer of the Brand, the Works and the Intellectual Property Rights therein and the other transactions contemplated by this Assignment. If at any time after the date hereof the parties identify an asset that should have been but was not transferred to Assignee hereunder the parties shall take any and all actions as may be necessary or desirable to transfer such asset to Assignee for no consideration.
6. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns, and affiliates, but shall not be assignable by either party hereto without the prior written consent of the other party hereto.
7. Waiver. No party may waive any of the terms or conditions of this Assignment except by a writing, duly signed by each of the parties.
8. Entire Agreement; Amendment. This Assignment constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties hereto and their affiliates with respect to the matters set forth in this Assignment. This Assignment may not be amended except by an instrument in writing signed by each party to this Assignment.

9. Severability. If at any time any provision of this Assignment is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this Assignment, shall not be affected or impaired thereby.

10. This Assignment is governed by the laws of the State of California without regard to its conflict of law rules. The parties hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of the U.S. federal courts located in the State of California. The parties hereby agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Assignment shall affect any right that the parties may otherwise have to bring any action or proceeding relating to this Assignment in the courts of any jurisdiction.

AGREED BY:



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Cindy Bailey  
CEO, Art Impressions, Inc.



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Alison Kenney  
COO, Skelanimals LLC.

