

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324263

<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>
LaJobi, Inc.		09/29/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TG Valentine, LLC		
<b>Street Address:</b>	10541 Humbolt Street		
<b>City:</b>	Los Alamitos		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90720		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85556174	NURSERY BASICS	
<b>Serial Number:</b>	85727727	BABI ITALIA	
<b>Serial Number:</b>	86199084	UP WE GROW	
<b>Serial Number:</b>	86199095	UP WE GROW	
<b>Serial Number:</b>	86218205	PROSERIES	
<b>Serial Number:</b>	86218209	PROREST	
<b>Serial Number:</b>	86218216	PROSLEEP	
<b>Serial Number:</b>	86218221	PROFIRM	
<b>Serial Number:</b>	86218222	PRODREAM	
<b>Serial Number:</b>	86218233	POLYCOMFORT	
<b>Serial Number:</b>	86218237	STAYDRI	
<b>Serial Number:</b>	86218238	NATURAL COCOCOIR	
<b>Serial Number:</b>	86218239	ORTHOSUPPORT	
<b>Serial Number:</b>	86225049	SLUMBERTEX	
<b>Serial Number:</b>	86227897	PURESOY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136201398		
<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>	2136201780		
<b>TRADEMARK</b>			

CH \$390.00 85556174

**Email:** nphillips@sheppardmullin.com  
**Correspondent Name:** Sheppard, Mullin, Richter & Hampton LLP  
**Address Line 1:** 333 South Hope Street  
**Address Line 2:** 43rd Floor  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 42AH-206581

**NAME OF SUBMITTER:** Scott R. Miller

**SIGNATURE:** /Scott R. Miller/

**DATE SIGNED:** 11/24/2014

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY**

This TRADEMARK ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY (this "Agreement") is entered into and dated as of September 30, 2014, by and among Kids Line, LLC, a Delaware limited liability company ("Kids Line"), CoCaLo, Inc., a California corporation ("CoCaLo"), LaJobi, Inc. ("LaJobi") and TG Valentine, LLC, a Delaware limited liability company ("Purchaser"). Each of Kids Line, CoCaLo and LaJobi is referred to herein individually as an "Assignor," and all of them collectively are referred to as the "Assignors." This Agreement is entered into pursuant to that certain Asset Purchase Agreement, dated as of September 3, 2014, by and among Assignors and Purchaser (the "Purchase Agreement"). Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, each Assignor has agreed, to the fullest extent permitted by Sections 363 and 365 of the Bankruptcy Code, to sell, transfer, convey and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and accept from such Assignor, all of such Assignor's right, title and interest in and to the trademarks and service marks used in the Business including, without limitation, the trademarks and service marks listed on Schedule A, and under the trademark and service mark registrations and applications listed thereon, (collectively, the "Assigned Marks").

WHEREAS, in accordance with the Purchase Agreement, the parties wish to execute this recordable instrument, assigning all of each Assignor's right, title and interest in and to the Assigned Marks to Purchaser.

NOW, THEREFORE, for valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, each Assignor and Purchaser agrees as follows:

1. Each Assignor hereby sells, assigns, transfers, and sets over to Purchaser, and its lawful successors and assigns, such Assignor's entire right, title, and interest in and to (a) the Assigned Marks that are owned by such Assignor, (b) all goodwill symbolized by and associated with the business conducted under such Assigned Marks, (c) all registrations and applications (including intent-to-use applications) for such Assigned Marks and (d) all rights to sue and recover for any past, present or future infringements, dilution, damage, profits or injury (and including the right to take over and continue any and all existing suits) to such Assigned Marks.
2. Each Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Purchaser as the assignee and owner of such Assigned Marks, and all applications and registrations thereof, and to issue all corresponding registrations to the Purchaser, its successors, legal representatives and assigns, in accordance with the

terms of this instrument.

3. Each Assignor hereby agrees, without further consideration, to execute all papers and to perform such other proper acts as Purchaser or its successors or assigns may deem reasonably necessary to secure for Purchaser or to its successors or assigns, or to evidence the rights, hereby transferred.
4. This Agreement is subject to the terms and conditions of the Purchase Agreement and this Agreement shall not be deemed to limit, enlarge or extinguish any obligation of any Assignor or Purchaser under the Purchase Agreement, all of which obligations shall survive the delivery of this Agreement in accordance with the terms of the Purchase Agreement, and that to the extent there is any conflict between this Agreement and the terms and conditions of the Purchase Agreement, the Purchase Agreement shall control.
5. 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 instrument.
6. In order to effectuate the rights described herein, each Assignor hereby irrevocably constitutes and appoints Purchaser its lawful attorney-in-fact to do all acts and things permitted or contemplated by the terms hereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each Assignor has caused this Agreement to be duly executed below, on the date indicated.

Date: 9/29/14

**Kids Line, LLC**

By: Glenn R. Langberg  
Name: Glenn R. Langberg  
Title: Chief Restructuring Officer

Date: 9/29/14

**CoCaLo, Inc.**

By: Glenn R. Langberg  
Name: Glenn R. Langberg  
Title: Chief Restructuring Officer

Date: 9/29/14

**LaJobi, Inc.**

By: Glenn R. Langberg  
Name: Glenn R. Langberg  
Title: Chief Restructuring Officer

Agreed and Acknowledged:

**TG Valentine, LLC**

By: \_\_\_\_\_  
Name: Bradley Sell  
Title: President

*[Signature page to Trademark Assignment]*

STATE OF New Jersey )  
COUNTY OF Essex )

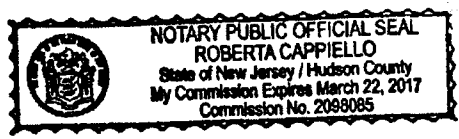
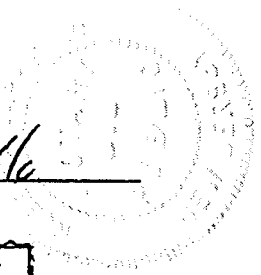
On September 29, 2014 before me, Roberta Cappiello personally appeared  
Glenn R. Langberg

[ ] personally known to me [  ] proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Roberta Cappiello  
Signature of Notary



IN WITNESS WHEREOF, each Assignor has caused this Agreement to be duly executed below, on the date indicated.

Date: \_\_\_\_\_

**Kids Line, LLC**

By: \_\_\_\_\_

Name: Glenn R. Langberg  
Title: Chief Restructuring Officer

Date: \_\_\_\_\_

**CoCaLo, Inc.**

By: \_\_\_\_\_

Name: Glenn R. Langberg  
Title: Chief Restructuring Officer

Date: \_\_\_\_\_


**LaJobi, Inc.**

By: \_\_\_\_\_

Name: Glenn R. Langberg  
Title: Chief Restructuring Officer

Agreed and Acknowledged:

**TG Valentine, LLC**

By:   
Name: Bradley Sell  
Title: President

*[Signature page to Trademark Assignment]*

**ACKNOWLEDGMENT**

State of California  
County of ORANGE

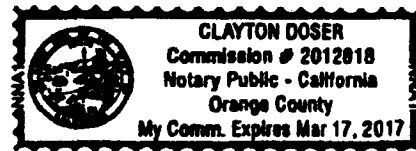
On 09/29/2014 before me, CLAYTON DOSER, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared BRAD SELL  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





**Schedule A**

***Trademarks***

<b>Trademarks</b>	<b>Filing Date</b>	<b>Application No.</b>
BABI ITALIA	Sept. 12, 2012	85/727727
NURSERY BASICS	Feb. 29, 2012	85/556174
UP WE GROW	Feb. 20, 2014	86/199084
UP WE GROW and design	Feb. 20, 2014	86/199095
ORTHOSUPPORT	Mar. 11, 2014	86/218239
NATURAL COCOCOIR	Mar. 11, 2014	86/218238
PURESOY	Mar. 20, 2014	86/227897
POLYCOMFORT	Mar. 11, 2014	86/218233
STAYDRI	Mar. 11, 2014	86/218237
SLUMBERTEX	Mar. 18, 2014	86/225049
ProDream	Mar. 11, 2014	86/218222
ProFirm	Mar. 11, 2014	86/218221
ProSleep	Mar. 11, 2014	86/218216
ProRest	Mar. 11, 2014	86/218209
ProSeries	Mar. 11, 2014	86/218205