

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LaJobi, Inc.		09/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TG Valentine, LLC		
Street Address:	10541 Humbolt Street		
City:	Los Alamitos		
State/Country:	CALIFORNIA		
Postal Code:	90720		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2168023	BONAVITA	
Registration Number:	2682277	B BABI ITALIA	
Registration Number:	3654055	LAJOBI TREASURED BEGINNINGS	
Registration Number:	3660166	LIFESTYLE CRIB	
Registration Number:	3660168	BONAVITA FINE CHILDRENS FURNISHINGS	
Registration Number:	3663081	LAJOBI	
Registration Number:	3675261	ISSI	
Registration Number:	3684662	THE CLASSIC CRIB	
Registration Number:	3710220	NURSERY 101	
Registration Number:	3723256	NURSERY 101	
Registration Number:	3727179	BABI ITALIA	
Registration Number:	3738619	TREASURED BEGINNINGS	
Registration Number:	3790083	TREASURED BEGINNINGS	
Registration Number:	4189179	INSPIRED NURSERY	
Registration Number:	4193076		
Registration Number:	4193077	INSPIRED NURSERY	
CORRESPONDENCE DATA			
Fax Number:	2136201398		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2136201780
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
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NAME OF SUBMITTER:	Scott R. Miller
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SIGNATURE:	/Scott R. Miller/
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DATE SIGNED:	01/08/2015
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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)

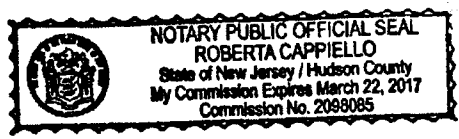
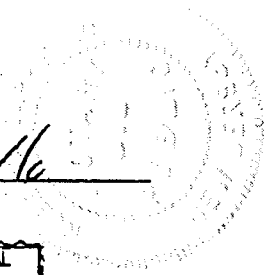
On September 29, 2014 before me, Roberta Cappiello personally appeared
Glenn R. Langberg

[] 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: _____

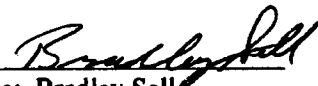
LaJobi, Inc.

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

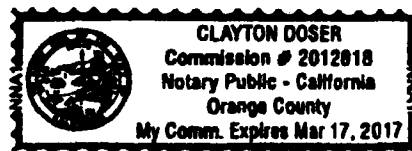
On 09/29/2014 before me, CLAYTON DOSER, NOTARY PUBLIC
(insert name and title of the officer)

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

Trademarks	Registration Date	Registration No.
BONAVITA	June 23, 1998	2,168,023
B BABI ITALIA and design	Feb. 4, 2003	2,682,277
LAJOBI TREASURED BEGINNINGS and design	July 14, 2009	3,654,055
LIFESTYLE CRIB	July 28, 2009	3,660,166
BONAVITA FINE CHILDRENS FURNISHINGS and design	July 28, 2009	3,660,168
LAJOBI	Aug. 4, 2009	3,663,081
ISSI and design	Sept. 1, 2009	3,675,261
THE CLASSIC CRIB	Sept. 15, 2009	3,684,662
NURSERY 101 and design	Nov. 10, 2009	3,710,220
NURSERY 101	Dec. 8, 2009	3,723,256
BABI ITALIA	Dec. 22, 2009	3,727,179
TREASURED BEGINNINGS	Jan. 19, 2010	3,738,619
TREASURED BEGINNINGS	May 18, 2010	3,790,083
INSPIRED NURSERY	Aug. 14, 2012	4,189,179
Tree design logo	Aug. 21, 2012	4,193,076
INSPIRED NURSERY and design	Aug. 21, 2012	4,193,077