

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Who's There, Inc.		01/01/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Knock Knock, LLC		
Street Address:	1635-B Electric Avenue		
City:	Venice		
State/Country:	CALIFORNIA		
Postal Code:	90291		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	85423008	KNOCK KNOCK	
Serial Number:	85422990	KNOCK KNOCK	
Serial Number:	85422977	KNOCK KNOCK	
Serial Number:	86441724	KNOCK KNOCK	
Registration Number:	2900630	KNOCK KNOCK	
Registration Number:	2900631	KNOCK KNOCK	
Registration Number:	4317975	CLUMP-O-LUMP	
Registration Number:	4526725	PLUMB	
Registration Number:	4526728	GOODS FROM THE CREATIVE SALT MINES	
Registration Number:	4582710	ALL OUT OF	
Registration Number:	4617411	P	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	(602) 382-6389		
Email:	snance@swlaw.com		
Correspondent Name:	J. Damon Ashcraft		
Address Line 1:	Snell & Wilmer LLP		
Address Line 2:	One Arizona Center, 400 E. Van Buren St.		

CH \$290.00 85423008

Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER: 56898.00018

NAME OF SUBMITTER: J. Damon Ashcraft

SIGNATURE: /J. Damon Ashcraft/

DATE SIGNED: 01/28/2015

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") is made as of January 1, 2015, by and between Knock Knock, LLC, a Delaware limited liability company (the "Buyer"), and Who's There, Inc. d/b/a Knock Knock, a California corporation (the "Seller") with reference to the following facts:

A. Buyer and Seller have entered into that certain Contribution Agreement dated as of January 1, 2015 by and between Seller and Buyer (the "Contribution Agreement").

B. Pursuant to Section 1(b) to the Contribution Agreement, Buyer is acquiring Seller's right, title, and interest in, to, and under Seller's Intellectual Property including, but not necessarily limited to the trademark applications and registrations (the "Trademarks") set forth on Schedule 1.

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

1. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to them in the Contribution Agreement.

2. Assignment. Seller hereby assigns to Buyer, its successors, legal representatives or assigns, all of its right, title and interest in, to and under the Intellectual Property, including, but not limited to, the Trademarks, including all goodwill associated therewith, with such assignment to further include all of the Seller's rights to (a) sue for infringement with respect to the Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and (b) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction, the same to be held and enjoyed by the Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Seller had this Assignment not been made.

3. Intent-to-Use Applications. Seller and Buyer expressly acknowledge that with respect to certain U.S. trademark applications that these applications were filed on an "intent-to-use" basis and that in order to fully assign the rights in these applications, Seller and Buyer expressly affirm that Buyer is a successor to Seller's business to which the Trademarks pertain and that such business is ongoing and existing and that as such, this Assignment is proper under 15 USC §1060; 37 CFR §3.16, and TMEP 501.01(a).

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of such counterparts, taken together, shall constitute one and the same Assignment. The exchange of copies of this Assignment and of signature pages by facsimile transmission or .PDF delivered via email will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes.

5. Governing Law. This Assignment and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware without regard for conflict of laws rules.

6. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under the present or future laws effective during the term of this Assignment, such provision will be fully severable and the remaining provisions of this Assignment will remain in full force and effect.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

BUYER:

Knock Knock, LLC, a Delaware limited liability company

By: **Who's There, Inc. d/b/a Knock Knock**, a California corporation
Its: Manager

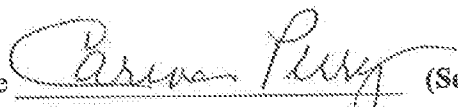
By: 
Name: Jennifer Bilik
Title: CEO

STATE OF CALIFORNIA
County of Los Angeles

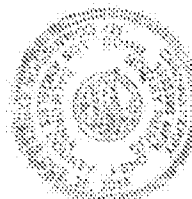
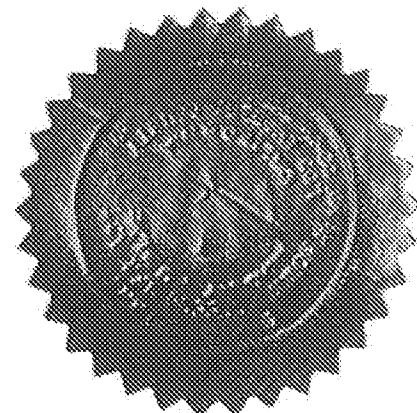
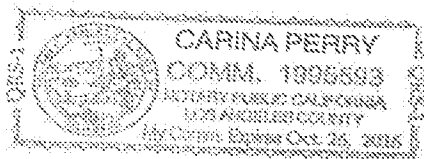
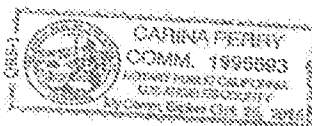
On January 1, 2015 before me, JENNIFER BILIK, personally appeared Jennifer Bilik, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon which the person 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.

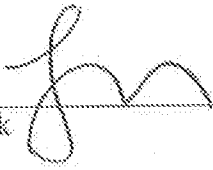
Signature  (Seal)

Carina Perry, Notary Public



SELLER:

Who's There, Inc. d/b/a Knock Knock, a California corporation


By: 
Name: Jennifer Bilik
Title: CEO

STATE OF CALIFORNIA
County of Los Angeles

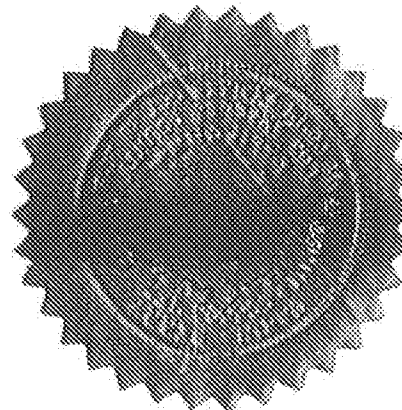
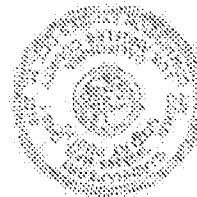
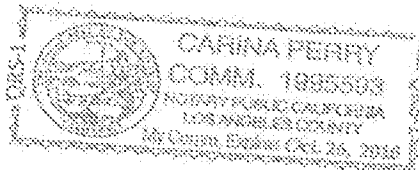
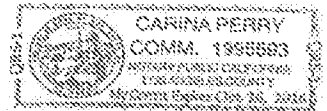
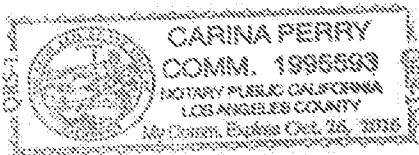
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature  (Seal)

CARINA PERRY, NOTARY PUBLIC



SCHEDULE 1

KNOCK KNOCK	2,900,630	U.S.
KNOCK KNOCK	2,900,631	U.S.
KNOCK KNOCK	85/423,008	U.S.
KNOCK KNOCK	85/422,990	U.S.
KNOCK KNOCK	85/422,977	U.S.
CLUMP-O-LUMP	85/421,483 4,317,975	U.S.
KNOCK KNOCK	10529519	CTM
WHO'S THERE, INC.	10529527	CTM
CLUMP-O-LUMP	10529535	CTM
KNOCK KNOCK	1499085	Canada
PLUMB	4526725	U.S.
GOODS FROM THE CREATIVE SALT MINES	4526728	U.S.
KNOCK KNOCK	302566260	Hong Kong
KNOCK KNOCK	1614923	Taiwan
KNOCK KNOCK	840507275	Brazil
KNOCK KNOCK	1060775	Chile
WIX WIX	12524371	China
KNOCK KNOCK	1158144	Madrid Protocol New Zealand Australia Japan Iceland Philippines China

KNOCK KNOCK	2013/08290	South Africa
KNOCK KNOCK	2013004678	Malaysia
KNOCK KNOCK	190288	United Arab Emirates
ALL OUT OF	4,582,710	U.S.
	4,617,411	U.S.
KNOCK KNOCK	86/441,724	U.S.