

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334371

<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>
Totsy, Inc., via Salus Capital Partners, LLC, in its capacity as a secured creditor conducting a foreclosure sale of collateral of Totsy, Inc.		02/26/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Glendon Group, Inc.		
<b>Street Address:</b>	2425 Colorado Avenue, Suite 205		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3799156	TOTSY	
<b>Registration Number:</b>	4076902	TOTSY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5616596313		
	<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>	561-653-5000		
<b>Email:</b>	peter.chiabotti@akerman.com, angela.martin@akerman.com, ip@akerman.com		
<b>Correspondent Name:</b>	AKERMAN LLP		
<b>Address Line 1:</b>	P.O. BOX 3188		
<b>Address Line 4:</b>	WEST PALM BEACH, FLORIDA 33402-3188		
<b>ATTORNEY DOCKET NUMBER:</b>	0293384		
<b>NAME OF SUBMITTER:</b>	Peter A. Chiabotti		
<b>SIGNATURE:</b>	/Peter A. Chiabotti/		
<b>DATE SIGNED:</b>	03/09/2015		
<b>Total Attachments: 3</b>			

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## Confirmatory Trademark Assignment

This Trademark Assignment ("Assignment") is entered into by and between Salus Capital Partners, LLC, a Delaware limited liability company, in its capacity as a secured creditor conducting a foreclosure sale of collateral of Totsy, Inc. ("Totsy") pursuant to Section 9-610 of the Uniform Commercial Code (in such capacity, "Assignor") and Glendon Group, Inc., a Delaware corporation ("Assignee") (collectively the "Parties"). The Assignment is effective as of June 27, 2013 (the "Effective Date").

### Recitals

A. In accordance with that certain Term Loan Agreement dated March 28, 2013 (as amended prior to the date hereof, the "Loan Agreement") and that certain Grant of Security Interest in Trademarks ("Security Agreement") dated as of March 28, 2013, entered into by Totsy, as borrower and Salus Capital Partners, LLC, as collateral agent, Totsy granted to Salus Capital Partners, LLC a security interest in, among other things, the trademarks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, the "Assigned Trademarks"); and

B. Assignor exercised its right to conduct a sale of the Assigned Trademarks pursuant to Section 9-601 et seq. of the Uniform Commercial Code, and in connection therewith, entered into that certain Secured Party Bill of Sale dated June 27, 2013, between Assignor and Assignee (the "Secured Party Bill of Sale"), pursuant to which Assignor sold, assigned and transferred to Assignee, and Assignee acquired, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

C. The Assignor wishes to record this Assignment to confirm Assignor's sale, assignment, and transfer to Assignee, and Assignee's acquisition of, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

D. The Parties wish to confirm, document and record the assignment and transfer of the Assigned Trademarks set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

### Agreement

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms the sale, assignment, transfer and conveyance of, and to the extent necessary, hereby sells, assigns, transfers and conveys, unto Assignee as of June 27, 2013, Assignor's entire right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, including, any and all past, present and future benefits, privileges, causes of action, and remedies relating to the

Assigned Trademarks, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademarks, (c) to any and all licenses or other similar contractual rights for the Assigned Trademarks, (d) to grant licenses or other interests in the Assigned Trademarks, (e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademarks, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

3. Further Assurances. Upon request of Assignee, Assignor shall take such further actions, and shall cause its personnel, employees and agents to take such further actions, including execution and delivery of instruments of conveyance, that Assignee may reasonably deem necessary or desirable to accomplish or evidence more fully any transfer of right, title or interest necessary to fulfill the intent of this Trademark Assignment.

4. Counterparts. Signatures to this Trademark Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as paper documents bearing the original signature. This Trademark Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date(s) indicated below.

**ASSIGNOR:**

Salus Capital Partners, LLC

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

Name: Kyle C. Shonak

Title: Executive Vice President, Special Assets

Date: February 26, 2015

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

Name: Jonas D. L. McCray, Esq.


Title: Senior Vice President, Underwriting, Loan

Closing, and Internal Compliance

Date: February 26, 2015

SCHEDULE 1

TRADEMARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Goods/Services
TOTSY	77/848,626	10/14/2009	3,799,156	06/08/2010	IC 35: Online retail store services featuring clothing, prenatal care products, baby gear, travel accessories, bedding and bath accessories, DVDs and educational material.
	85/322,590	05/17/2011	4,076,902	12/27/2011	IC 35: Online retail store services featuring clothing, prenatal care products, baby gear, travel accessories, bedding and bath accessories, DVDs and educational material.