

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341406

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900323623
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jessica Iclisoy		04/20/2015	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Ralph, Paco & Roberto, Inc..
Street Address:	5933 Bowcroft St.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90016
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	86439760	#CHILLAX
Serial Number:	86452200	#SUPERSENSITIVE
Serial Number:	86451454	#SUPERCLEAR
Registration Number:	4603534	CALIFORNIA KIDS
Registration Number:	4291942	SQUEAKY CLEAN!
Registration Number:	3953744	MOMTRA
Registration Number:	3476679	CALIFORNIA BABY NATURAL LIVING
Registration Number:	3288179	NATURAL PREGNANCY
Registration Number:	3312268	SWIMMER'S DEFENSE
Registration Number:	3451658	NATURAL BUG BLEND
Registration Number:	3290888	EVERYDAY/YEAR-ROUND
Registration Number:	3288123	LIGHT & HAPPY
Registration Number:	3288122	OVERTIRED & CRANKY
Registration Number:	3821413	CALENDULA NATURE'S FIRST-AID
Registration Number:	2000601	CALIFORNIA BABY

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 424-672-6835
Email: jessica@californiababy.com
Correspondent Name: Jessica Iclisoy
Address Line 1: 5933 Bowcroft St.
Address Line 4: Los Angeles, CALIFORNIA 90016

NAME OF SUBMITTER:	Jessica Iclisoy
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SIGNATURE:	/Jessica Iclisoy/
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DATE SIGNED:	05/14/2015
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Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 10th day of April, 2015 (the "Effective Date") by and between Jessica Iclisoy, an individual and citizen of the United States ("Assignor") and Ralph, Paco & Roberto, Inc., a California corporation ("Assignee") with reference to the following:

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain United States trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Patent and Trademark Office and foreign trademark applications and registrations, as listed in attached Exhibit A attached hereto and incorporation herein by this reference (collectively, the "Marks");

B. WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Marks;
- (ii) All registrations for the Marks are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Marks to any other person or entity (except Honky Tots, Inc., a California corporation, an affiliate of Assignor) or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity.
- (iv) There are no liens or security interests against the Marks;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) Execution of this Agreement and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

3. Within fifteen (15) days of the execution of this Agreement, Assignee will pay Assignor the sum of one thousand five hundred dollars (\$1,500.00).

4. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the marks.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

6. Miscellaneous.

(a) This Agreement and Exhibit A, constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

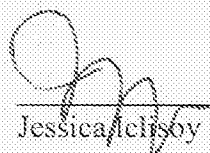
(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

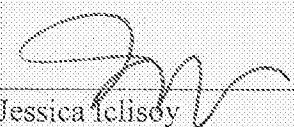
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Ralph, Paco & Roberto Inc.
a California corporation



Jessica Iclisoy

By 

Jessica Iclisoy

EXHIBIT A

Registration or Serial No.	Date	Mark	Class
86439760	10/30/2014	#CHILLAX	003
86452200	11/12/2014	#SUPERSENSITIVE	003
86451454	11/11/2014	#SUPERCLEAR	003
4603534	09/09/2014	CALIFORNIA KIDS	003
4291942	02/19/2013	SQUEAKY CLEAN!	003
3953744	05/03/2011	MOMTRA	016
3476679	07/29/2008	CALIFORNIA BABY NATURAL LIVING	041
3288179	09/07/2007	NATURAL PREGNANCY	003
3312268	10/16/2007	SWIMMER'S DEFENSE	003
3451658	06/17/2008	NATURAL BUG BLEND	005
3290888	09/11/2007	EVERYDAY/YEAR-ROUND	003
3288123	09/04/2007	LIGHT & HAPPY	003
3288122	09/04/2007	OVERTIRED & CRANKY	003
3821413	7/20/2013	CALENDULA NATURE'S FIRST-AID	003
2000601	09/17/1996	CALIFORNIA BABY	003

TRADEMARK

RECORDED: 05/04/2015

REEL: 005513 FRAME: 0916