

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360891

<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>
Pandora's Wish, LLC		10/30/2015	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Something Blue, LLC		
<b>Street Address:</b>	2 Wisconsin Circle		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3828158	NEWLYWISH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7032885248		
<b>Email:</b>	jon@schiffirinlaw.com		
<b>Correspondent Name:</b>	Jon A. Schiffirin		
<b>Address Line 1:</b>	8201 Greensboro Drive		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>NAME OF SUBMITTER:</b>	Jon A. Schiffirin		
<b>SIGNATURE:</b>	/jonaschiffirin/		
<b>DATE SIGNED:</b>	11/02/2015		
<b>Total Attachments: 6</b>			
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## EXHIBIT D

### ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (this “*Assignment*”) is made and delivered as of October 30, 2015 (the “*Effective Date*”) by PANDORA’S WISH, LLC, a New York limited liability company (the “*Assignor*”), for the benefit of SOMETHING BLUE, LLC, a Delaware limited liability company (the “*Assignee*”). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and the Assignee have entered into a certain Asset Purchase Agreement dated as of the date hereof (the “*Purchase Agreement*”); and

WHEREAS, the Assignor has agreed to transfer, contribute and assign to the Assignee all intangible property related to or used in connection with the Assumed Contracts or the Business including, without limitation, all trademarks and service marks, trade names, domain names and other names (either registered, common law or registration applied for), copyrights, inventions (whether or not patentable), patents, patent applications, trade secrets, sales and operating plans, know-how, processes, manufacturing, software or marketing procedures or documentation, customer lists, and rights and all goodwill associated with the foregoing, including, without limitation, those set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith and all guaranties, warranties, indemnities and similar rights in favor of Seller to the extent related to the Intangibles (collectively, the “*Intangibles*”).

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the party hereto hereby agrees as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor’s right, title, and interest in and to the Intangibles, together with the goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Intangibles, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Intangibles, for the Assignee’s own use and enjoyment and for the use and enjoyment of the Assignee’s successors, assigns, or other legal representatives; and (iv) all guaranties, warranties, indemnities and similar rights in favor of Seller to the extent related to the Intangibles. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Intangibles and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by the Assignor.

3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in patents, trademark registrations and applications for patents and registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Intangibles.

4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of New York.

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**IN WITNESS WHEREOF**, the parties have caused their respective duly authorized representatives to execute this Assignment of Intangible Property to be effective as of the date first above written.

**SELLER:**

**PANDORA'S WISH, LLC**

a New York limited liability company

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

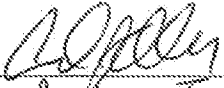
Name: Amanda Allen

Title: Chief Executive Officer

**IN WITNESS WHEREOF**, the parties have caused their respective duly authorized representatives to execute this Assignment of Intangible Property to be effective as of the date first above written.

**BUYER:**

**SOMETHING BLUE, LLC**  
a Delaware limited liability company

By:   
Name: Andrew J. Olek  
Title: General Counsel

**SCHEDULE A**

**TRADEMARKS AND SERVICE MARKS**

NewlyWish (Principal Register – Classes: IC 035, US 100 101 102; Serial Number: 77904742;  
Registration Number: 3828158; Registration Date: August 3, 2010)