

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361881

<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>
STAR DARLINGS, INC.		09/30/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Disney Enterprises, Inc.		
<b>Street Address:</b>	500 South Buena Vista Street		
<b>City:</b>	Burbank		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91521		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85890995	STAR DARLINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8188486424		
<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>Email:</b>	trademarks@disney.com		
<b>Correspondent Name:</b>	Steven Plotkin		
<b>Address Line 1:</b>	The Walt Disney Company		
<b>Address Line 2:</b>	500 South Buena Vista Street		
<b>Address Line 4:</b>	Burbank, CALIFORNIA 91521		
<b>ATTORNEY DOCKET NUMBER:</b>	DCP-STAR DARLINGS		
<b>NAME OF SUBMITTER:</b>	Ruth Adler		
<b>SIGNATURE:</b>	//Ruth Adler//		
<b>DATE SIGNED:</b>	11/10/2015		
<b>Total Attachments: 1</b>			
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SCHEDULE I

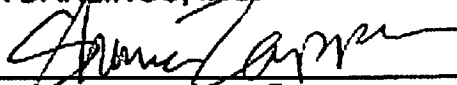
**STAR DARLINGS TRADEMARK ASSIGNMENT**

THIS STAR DARLINGS TRADEMARK ASSIGNMENT (this "Assignment") is made by Star Darlings, Inc., a California corporation ("DARLINGS").

1. **Assignment:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DARLINGS hereby sells, transfers, conveys and assigns to Disney Enterprises, Inc., a Delaware corporation ("DEI"), all right, title and interest in and to the STAR DARLINGS and STAR DARLINGS and Device trademarks, and all associated trade names, logos, trademarks, trade dress and service marks, common law trademark rights in characters' names and other protectable elements, all goodwill associated with any of the foregoing, and all registrations and applications for registration of the foregoing, and equivalents of the foregoing throughout the world (collectively the "SD Trademarks"), including without limitation U.S. application serial no. 85/890,995.
2. **Additional Rights:** DARLINGS hereby assigns to DEI all rights to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or otherwise that DEI may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the SD Trademarks, including the right to sue for past, present or future infringement thereof, and to do all such acts and things in relation thereto which DEI shall deem desirable, at DEI's expense.
3. **Successors and Assigns:** This Assignment is executed by, and shall be binding upon, DARLINGS, its successors and assigns, for the uses and purposes above set forth, and shall inure to the benefit of DEI, its successors and assigns.
4. **Additional Documents and Information:** DARLINGS shall from time to time execute, acknowledge and deliver to DEI such other instruments of conveyance and transfer, documents, certifications and further assurances, and take such other actions as DEI may reasonably require, in order to record the foregoing assignment and to vest title more effectively in DEI, or to put DEI more fully in possession of, any of the SD Trademarks.

IN WITNESS WHERE OF, the undersigned has executed this Assignment effective as of the date set forth below.

STAR DARLINGS, INC

By:   
 Name: SHANA ZAPPA  
 Title: PRESIDENT  
 Dated: 11-30-15