

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kids Line, LLC		09/30/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TG Valentine, LLC		
Street Address:	10541 Humbolt Street		
City:	Los Alamitos		
State/Country:	CALIFORNIA		
Postal Code:	90720		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4393442	THE PERFECT SWADDLE	
Registration Number:	4109595	TIDDLIWINKS	
Registration Number:	4091917	KIDSLINE	
Registration Number:	4029859	BABY CHEF	
Registration Number:	3983774	LITTLE BOUTIQUE	
CORRESPONDENCE DATA			
Fax Number:	2126132023		
<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:	2126132023		
Email:	ipdocket@gibbonslaw.com		
Correspondent Name:	Gibbons P.C.		
Address Line 1:	One Pennsylvania Plaza, 37th Floor		
Address Line 4:	New York, NEW YORK 10119-3701		
NAME OF SUBMITTER:	Paolo A. Strino		
SIGNATURE:	/PAS/		
DATE SIGNED:	06/01/2017		
Total Attachments: 12			
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TRADEMARK ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY

This TRADEMARK ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY (this "Agreement") is entered into and dated as of September 30, 2014, by and among Kids Line, LLC, a Delaware limited liability company ("Kids Line"), CoCaLo, Inc., a California corporation ("CoCaLo"), LaJobi, Inc. ("LaJobi") and TG Valentine, LLC, a Delaware limited liability company ("Purchaser"). Each of Kids Line, CoCaLo and LaJobi is referred to herein individually as an "Assignor," and all of them collectively are referred to as the "Assignors." This Agreement is entered into pursuant to that certain Asset Purchase Agreement, dated as of September 3, 2014, by and among Assignors and Purchaser (the "Purchase Agreement"). Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, each Assignor has agreed, to the fullest extent permitted by Sections 363 and 365 of the Bankruptcy Code, to sell, transfer, convey and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and accept from such Assignor, all of such Assignor's right, title and interest in and to the trademarks and service marks used in the Business including, without limitation, the trademarks and service marks listed on Schedule A, and under the trademark and service mark registrations and applications listed thereon, (collectively, the "Assigned Marks").

WHEREAS, in accordance with the Purchase Agreement, the parties wish to execute this recordable instrument, assigning all of each Assignor's right, title and interest in and to the Assigned Marks to Purchaser.

NOW, THEREFORE, for valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, each Assignor and Purchaser agrees as follows:

1. Each Assignor hereby sells, assigns, transfers, and sets over to Purchaser, and its lawful successors and assigns, such Assignor's entire right, title, and interest in and to (a) the Assigned Marks that are owned by such Assignor, (b) all goodwill symbolized by and associated with the business conducted under such Assigned Marks, (c) all registrations and applications (including intent-to-use applications) for such Assigned Marks and (d) all rights to sue and recover for any past, present or future infringements, dilution, damage, profits or injury (and including the right to take over and continue any and all existing suits) to such Assigned Marks.
2. Each Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Purchaser as the assignee and owner of such Assigned Marks, and all applications and registrations thereof, and to issue all corresponding registrations to the Purchaser, its successors, legal representatives and assigns, in accordance with the

terms of this instrument.

3. Each Assignor hereby agrees, without further consideration, to execute all papers and to perform such other proper acts as Purchaser or its successors or assigns may deem reasonably necessary to secure for Purchaser or to its successors or assigns, or to evidence the rights, hereby transferred.
4. This Agreement is subject to the terms and conditions of the Purchase Agreement and this Agreement shall not be deemed to limit, enlarge or extinguish any obligation of any Assignor or Purchaser under the Purchase Agreement, all of which obligations shall survive the delivery of this Agreement in accordance with the terms of the Purchase Agreement, and that to the extent there is any conflict between this Agreement and the terms and conditions of the Purchase Agreement, the Purchase Agreement shall control.
5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. In order to effectuate the rights described herein, each Assignor hereby irrevocably constitutes and appoints Purchaser its lawful attorney-in-fact to do all acts and things permitted or contemplated by the terms hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, each Assignor has caused this Agreement to be duly executed below, on the date indicated.

Date: 9/29/14

Kids Line, LLC

By: Glenn R. Langberg
Name: Glenn R. Langberg
Title: Chief Restructuring Officer

Date: 9/29/14

CoCaLo, Inc.

By: Glenn R. Langberg
Name: Glenn R. Langberg
Title: Chief Restructuring Officer

Date: 9/29/14

LaJobi, Inc.

By: Glenn R. Langberg
Name: Glenn R. Langberg
Title: Chief Restructuring Officer

Agreed and Acknowledged:

TG Valentine, LLC

By: _____
Name: Bradley Sell
Title: President

[Signature page to Trademark Assignment]

STATE OF New Jersey)
COUNTY OF Essex)

On September 29, 2014 before me, Roberta Cappiello personally appeared
Glenn R. Langberg,

[] personally known to me [] proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Roberta Cappiello
Signature of Notary



IN WITNESS WHEREOF, each Assignor has caused this Agreement to be duly executed below, on the date indicated.

Date: _____

Kids Line, LLC

By: _____

Name: Glenn R. Langberg

Title: Chief Restructuring Officer

Date: _____

CoCaLo, Inc.

By: _____

Name: Glenn R. Langberg

Title: Chief Restructuring Officer

Date: _____

LaJobi, Inc.


By: _____

Name: Glenn R. Langberg

Title: Chief Restructuring Officer

Agreed and Acknowledged:

TG Valentine, LLC

By: 
Name: Bradley Sell
Title: President

[Signature page to Trademark Assignment]

ACKNOWLEDGMENT

State of California
County of ORANGE)

On 09/29/2014 before me, CLAYTON DOSER, NOTARY PUBLIC
(insert name and title of the officer)

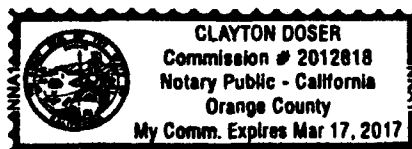
personally appeared BRAD SELL
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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)



Schedule A

ASSIGNED MARKS

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Owned or Licensed</u>
THE PERFECT SWADDLE	Kids Line, LLC	May 4, 2012	Registered August 27, 2013	Reg. No. 4393442	Owned
TIDDLIWINKS	Kids Line, LLC	June 18, 2010	Registered March 6, 2012	Reg. No. 4109595	Owned
KIDS LINE	Kids Line, LLC	June 23, 2010	Abandoned	App. No. 85/070183	
KIDS LINE (European Community)	Kids Line, LLC	March 31, 2010	Registered January 17, 2011	Reg. No. 009342817	Owned
KIDS LINE (& DESIGN)	Kids Line, LLC	May 6, 2011	Pending	App. No. 2140946	Owned
KIDS LINE (New Zealand)	Kids Line, LLC	August 27, 2010	Registered August 27, 2010	Reg. No. 829542	Owned
KIDSLINE and design	Kids Line, LLC	Sept. 24, 2010	Registered January 24, 2012	Reg. No. 4091917	Owned
KIDSLINE (& DESIGN) (Australia)	Kids Line, LLC	June 28, 2011	Registered March 8, 2012	Reg. No. 1433502	Owned
KIDSLINE (Australia)	Kids Line, LLC	March 22, 2004	Registered December 7, 2004	Reg. No. 994575	Owned
KIDSLINE (Mexico)	Kids Line, LLC	February 2, 1995	Registered September 18, 1995	Reg. No. 503936	Owned
KIDSLINE (New Zealand)	Kids Line, LLC	March 24, 2004	Registered January 13, 2005	Reg. No. 710055	Owned
BABY CHEF and design	Kids Line, LLC	Sept. 24, 2010	Registered September 20, 2011	Reg. No. 4029859	Owned
LITTLE BOUTIQUE	Kids Line, LLC	April 9, 2010	Registered June 28, 2011	Reg. No. 3983774	Owned
KATIE LITTLE	Kids Line, LLC	May 6, 2003	Cancelled	Reg. No. 3096317	

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Owned or Licensed</u>
KIDS LINE	Kids Line, LLC	March 2, 2006	Registered January 1, 2008 Grace Period to file Sec. 8 & 15 expires 7/1/2014	Reg. No. 3362374	Owned
PERFECT BUM	CoCaLo, Inc.	March 29, 2011	Registered July 24, 2012	Reg. No. 4180365	Owned
COCOLATE	CoCaLo, Inc.	May 19, 2011	Abandoned	App. No. 85/325472	Owned
DREAM WITH ME	CoCaLo, Inc.	April 9, 2010	Abandoned	App. No. 85/010793 ¹	
COCALO (Design)	CoCaLo, Inc.	May 12, 2004	Registered September 12, 2006	Reg. No. 3143047	Owned
COCALO BABY (Word)	CoCaLo, Inc.	May 12, 2004	Registered June 13, 2006	Reg. No. 3103046	Owned
COCALO (Word)	CoCaLo, Inc.	May 12, 2004	Registered September 12, 2006	Reg. No. 3143048	Owned
COCO & COMPANY	CoCaLo, Inc.	July 25, 2007	Registered June 22, 2010	Reg. No. 3808510	Owned
COCALO COUTURE	CoCaLo, Inc.	July 25, 2007	Registered May 25, 2010	Reg. No. 3793558	Owned
COCALO COUTURE	CoCaLo, Inc.	July 25, 2007	Registered December 15, 2009	Reg. No. 3726652	Owned
COCALO (Design)	CoCaLo, Inc.	January 25, 2008	Registered	IR Reg No. 0955275	Owned
COCALO BABY	CoCaLo, Inc.	January 25, 2008	Registered	IR Reg. No. 0955225	Owned
COCALO	CoCaLo, Inc.	January 25, 2008	Registered	IR Reg. No. 0955277	Owned
CO CO & COMPANY	CoCaLo, Inc.	January 25, 2008	Registered	IR Reg. No. 0955224	Owned
COCALO COUTURE	CoCaLo, Inc.	January 25, 2008	Registered	IR Reg. No. 0955276	Owned
COCALO COUTURE	CoCaLo, Inc.	January 25, 2008	Registered	IR Reg. No. 0955276	Owned
PERFECT BUM	CoCaLo, Inc.		Registered	IR Reg. No. 1094519	Owned

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Owned or Licensed</u>
B (Stylized)	LaJobi, Inc.	Sept. 13, 2012	Opposed Opp. No. 91215223 – LaJobi, Inc. is the defendant and they are in default/did not file their Answer	App. No. 85727729	
BABI ITALIA	LaJobi, Inc.	Sept. 12, 2012	Pending – ITU	App. No. 85727727	Owned
INSPIRED NURSERY and design	LaJobi, Inc.	June 29, 2011	Registered August 21, 2012	Reg. No. 4193077	Owned
N/A (Inspired Nursery Tree design only)	LaJobi, Inc.	June 29, 2011	Registered August 21, 2012	Reg. No. 4193076	Owned
INSPIRED NURSERY	LaJobi, Inc.	June 29, 2011	Registered August 14, 2012	Reg. No. 4189179	Owned
BABI ITALIA	LaJobi, Inc.	July 10, 2008	Registered December 22, 2009	Reg. No. 3727179	Owned
B BABI ITALIA and design	LaJobi, Inc.	July 13, 2000	Registered February 4, 2003	Reg. No. 2682277	Owned
BONAVITA	LaJobi, Inc.	February 28, 1996	Registered June 23, 1998	Reg. No. 2168023	Owned
BONAVITA FINE CHILDREN'S FURNISHINGS and design	LaJobi, Inc.	July 10, 2008	Registered July 28, 2009	Reg. No. 3660168	Owned
ISSI (Stylized)	LaJobi, Inc.	November 1, 1999	Cancelled	Reg. No. 2636068	Owned
ISSI and design	LaJobi, Inc.	July 10, 2008	Registered September 1, 2009	Reg. No. 3675261	Owned
LIFESTYLE CRIB	LaJobi, Inc.	May 17, 2002 – Refiled July 10,	Registered July 28, 2009	Reg. No. 3660166	Owned
LAJOBI TREASURED BEGINNINGS and	LaJobi, Inc.	December 16, 2008	Issued July 14, 2009	Reg. No. 3654055	Owned

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Owned or Licensed</u>
TREASURED BEGINNINGS	LaJobi, Inc.	October 2, 2009	Registered May 18, 2010	Reg. No. 3790083	Owned
TREASURED BEGINNINGS	LaJobi, Inc.	March 24, 2008	Registered January 19, 2010	Reg. No. 3738619	Owned
LAJOBI	LaJobi, Inc.	Nov. 21, 2008	Registered August 4, 2009	Reg. No. 3663081	Owned
NURSERY 101	LaJobi, Inc.	July 10, 2008	Registered December 8, 2009	Reg. No. 3723256	Owned
NURSERY 101 and design	LaJobi, Inc.	October 24, 2008	Registered November 10, 2009	Reg. No. 3710220	Owned
THE CLASSIC CRIB	LaJobi, Inc.	Sept. 23, 2008	Registered September 15, 2009	Reg. No. 3684662	Owned
NATURAL COCOIR	LaJobi, Inc.	January 30, 2012	Abandoned	App. No. 85/529169	Owned
NATURPUR	LaJobi, Inc.	January 30, 2012	Abandoned	App. No. 85/529182	Owned
NURSERY BASICS	LaJobi, Inc.	February 29, 2012	Allowed (ITU)	App. No. 85/556174	Owned
VISCOTOUCH	LaJobi, Inc.	January 30, 2012	Abandoned	App. No. 85/529174	Owned
STAYDRI	LaJobi, Inc.	January 30, 2012	Abandoned	App. No. 85/529187	Owned
SLUMBERTEX	LaJobi, Inc.	January 30, 2012	Abandoned	App. No. 85/529184	Owned
DREAMCORE	LaJobi, Inc.	January 30, 2012	Abandoned	App. No. 85/529180	Owned
ORTHOSUPPORT	LaJobi, Inc.	January 30, 2012	Abandoned	App. No. 85/529179	Owned
POLYCOMFORT	LaJobi, Inc.	January 30, 2012	Abandoned	App. No. 85/529176	Owned
PURESOY	LaJobi, Inc.	January 30, 2012	Abandoned	App. No. 85/529171	Owned
EUROPA BABY and Design	LaJobi, Inc.	August 2, 2011	Abandoned	App. No. 85/387724	
EUROPA BABY	LaJobi, Inc.	July 29, 2011	Abandoned	App. No. 85/384626	
BONAVITA (Canada)	LaJobi, Inc.	February 28, 2014	Filed/Pending	App. No. 1665973	Owned

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Owned or Licensed</u>
EUROPA BABY (Canada)	LaJobi, Inc.	February 28, 2014	Filed/Pending	App. No. 1665971	Owned
BABI ITALIA (Canada)	LaJobi, Inc.	February 28, 2014	Filed/Pending	App. No. 1665970	Owned
UP WE GROW (Canada)	LaJobi, Inc.	February 28, 2014	Filed/Pending	App. No. 1665967	Owned.
NURSERY 101 (Canada)	LaJobi, Inc.	February 28, 2014	Filed/Pending	App. No. 1665966	Owned.
EUROPA BABY (Canada)	LaJobi, Inc.	February 28, 2014	Filed/Pending	App. No. 1665972	Owned
UP WE GROW (Canada)	LaJobi, Inc.	February 28, 2014	Filed/Pending	App. No. 1665968	Owned
NURSERY 101 (logo) (Canada)	LaJobi, Inc.	February 28, 2014	Filed/Pending	App. No. 1665965	Owned
UP WE GROW	LaJobi, Inc.	February 20, 2014	Filed/Pending (ITU)	App. No. 86/199084	Owned
UP WE GROW and Design	LaJobi, Inc.	February 20, 2014	Filed/Pending (ITU)	App. No. 86/199095	Owned
ORTHOSUPPORT	LaJobi, Inc.	March 11, 2014	Filed/Pending (Actual Use)	App. No. 86/218239	Owned
NATURAL COCOCOIR	LaJobi, Inc.	March 11, 2014	Filed/Pending (Actual Use)	App. No. 86/218238	Owned
PURESOY	LaJobi, Inc.	March 20, 2014	Filed/Pending (Actual Use)	App. No. 86/227897	Owned
NATUREPUR	LaJobi, Inc.	March 11, 2014	Filed/Pending (Actual Use); LaJobi is allowing this application to lapse	App. No. 86/218229	Owned
POLYCOMFORT	LaJobi, Inc.	March 11, 2014	Filed/Pending (Actual Use); LaJobi is allowing this application to lapse	App. No. 86/218233	Owned

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Owned or Licensed</u>
STAYDRI	LaJobi, Inc.	March 11, 2014	Filed/Pending (Actual Use)	App. No. 86/218237	Owned
SLUMBERTEX	LaJobi, Inc.	March 18, 2014	Filed/Pending (ITU); LaJobi is allowing this application to lapse	App. No. 86/225049	Owned
ProDream	LaJobi, Inc.	March 11, 2014	Filed/Pending (ITU); LaJobi is allowing this application to lapse	App. No. 86/218222	Owned
ProFirm	LaJobi, Inc.	March 11, 2014	Filed/Pending (ITU)	App. No. 86/218221	Owned
ProSleep	LaJobi, Inc.	March 11, 2014	Filed/Pending (ITU); LaJobi is allowing this application to lapse	App. No. 86/218216	Owned
ProRest	LaJobi, Inc.	March 11, 2014	Filed/Pending (ITU); LaJobi is allowing this application to lapse	App. No. 86/218209	Owned
ProSeries	LaJobi, Inc.	March 11, 2014	Filed/Pending (ITU)	App. No. 86/218205	Owned

COMMON LAW TRADEMARKS AND/OR TRADE NAMES

All domain names and webpage designations used in the Business that are owned by any Assignor.

All telephone numbers and addresses (including electronic mail addresses, except to the extent incorporating a domain name related solely to Kid Brands or solely to any Affiliate other than Assignors) used by any Assignor in connection with the Business that are owned by an Assignor.

All other trademarks and/or trade names used in the Business that are owned by an Assignor but not listed above.