

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431225

<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>
TG VALENTINE, LLC		06/05/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	2i Capital Debt Fund LLC		
<b>Street Address:</b>	116 Village Boulevard, Suite 200 #73		
<b>City:</b>	Princeton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08540		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2168023	BONAVITA	
<b>Registration Number:</b>	2682277	B BABI ITALIA	
<b>Registration Number:</b>	4189179	INSPIRED NURSERY	
<b>Registration Number:</b>	4193076		
<b>Registration Number:</b>	4193077	INSPIRED NURSERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125549623		
<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>	2126132023		
<b>Email:</b>	ipdocket@gibbonslaw.com, pstrino@gibbonslaw.com, towens@gibbonslaw.com		
<b>Correspondent Name:</b>	Gibbons P.C.		
<b>Address Line 1:</b>	One Pennsylvania Plaza, 37th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10119-3701		
<b>NAME OF SUBMITTER:</b>	Paolo A. Strino		
<b>SIGNATURE:</b>	/PAS/		
<b>DATE SIGNED:</b>	06/14/2017		
<b>Total Attachments: 6</b>			

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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 March 31, 2017, by and among TG Valentine, LLC, a Delaware limited liability company, Kids Line, LLC, a Delaware limited liability company, Cocalo, Inc., a California corporation, Lajobi, Inc., each referred herein as an "Assignor" and collectively as "Assignors", and 2i Capital Debt Fund LLC, a New Jersey limited liability company ("Assignee").

WHEREAS, each Assignor has agreed, to transfer, convey and deliver to Assignee, and Assignee has agreed to 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, 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 Assignee.

NOW, THEREFORE, for valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, each Assignor and Assignee agrees as follows:

1. Each Assignor hereby sells, assigns, transfers, and sets over to Assignee, 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 Assignee as the assignee and owner of such Assigned Marks, and all applications and registrations thereof, and to issue all corresponding registrations to the Assignee, 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 Assignee or its successors or assigns may deem reasonably necessary to secure for Assignee or to its successors or assigns, or to evidence the rights, hereby transferred.
4. 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.
5. In order to effectuate the rights described herein, each Assignor hereby irrevocably constitutes and appoints Assignee its lawful attorney-in-fact to do all acts and things permitted or contemplated by the terms hereof.

*[Signature Page Follows]*

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

Date: 6/5/17

TG Valentine, LLC

By: *Bradley Sell*  
Name: Bradley Sell  
Title: President / Principle

Cocalo, Inc.

By: *Bradley Sell*  
Name: Bradley Sell  
Title: Pursuant to Power of Attorney

Lajobi, Inc.

By: *Bradley Sell*  
Name: Bradley Sell  
Title: Pursuant to Power of Attorney

Kids Line, LLC

By: *Bradley Sell*  
Name: Bradley Sell  
Title: Pursuant to Power of Attorney

SEE CALIFORNIA  
ACKNOWLEDGMENT  
DATE 6/5/17 INTL *[Signature]*

Agreed and Acknowledged:

2i Capital Debt Fund, LLC

By: *B. L. Bluro*  
Name: BRANDAN L. BLURO  
Title: Director

*[Signature page to Trademark Assignment]*

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On June 5, 2017 before me, Teresa D. Lewis, Notary Public  
(insert name and title of the officer)

personally appeared Bradley 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)



COCALO (Logo) - China	TG Valentine, LLC/Cocalo, Inc.	February 21, 2016			Owned
COCALO BABY (Word)	TG Valentine, LLC	May 12, 2004	Registered June 13, 2006	Reg. No. 3103046	Owned
COCALO (Word)	TG Valentine, LLC	May 12, 2004	Registered September 12, 2006	Reg. No. 3143048	Owned
COCO & COMPANY	TG Valentine, LLC	July 25, 2007	Registered June 22, 2010	Reg. No. 3808510	Owned
COCALO COUTURE	TG Valentine, LLC	July 25, 2007	Registered May 25, 2010	Reg. No. 3793558	Owned
COCALO COUTURE	TG Valentine, LLC	July 25, 2007	Registered December 15, 2009	Reg. No. 3726652	Owned
COCOLO (Design)	TG Valentine, LLC	January 25, 2008	Registered	IR Reg. No. 0955275	Owned
COCOLO BABY	TG Valentine, LLC	January 25, 2008	Registered	IR Reg. No. 0955225	Owned
COCALO	TG Valentine, LLC	January 25, 2008	Registered	IR Reg. No. 0955277	Owned
CO CO & COMPANY	TG Valentine, LLC	January 25, 2008	Registered	IR Reg. No. 0955224	Owned
COCALO COUTURE	TG Valentine, LLC	January 25, 2008	Registered	IR Reg. No. 0955276	Owned
COCALO COUTURE	TG Valentine, LLC	January 25, 2008	Registered	IR Reg. No. 0955276	Owned
PERFECT BUM	TG Valentine, LLC		Registered	IR Reg. No. 1094519	Owned
B (Stylized)	TG Valentine, LLC	Sept. 13, 2012	Opposed Opp. No. 91215223 - TG Valentine, LLC is the defendant and they are in default/did not file their Answer	App. No. 85727729	
BABI ITALIA	TG Valentine, LLC	Sept. 12, 2012	Pending - ITU	App. No. 85727727	Owned
INSPIRED NURSERY and design	TG Valentine, LLC	June 29, 2011	Registered August 21, 2012	Reg. No. 4193077	Owned
N/A (Inspired Nursery Tree design only)	TG Valentine, LLC	June 29, 2011	Registered August 21, 2012	Reg. No. 4193076	Owned
INSPIRED NURSERY	TG Valentine, LLC	June 29, 2011	Registered August 14, 2012	Reg. No. 4189179	Owned
BABI ITALIA	TG Valentine, LLC	July 10, 2008	Registered December 22, 2009	Reg. No. 3727179	Owned
B BABI ITALIA and design	TG Valentine, LLC	July 13, 2000	Registered February 4, 2003	Reg. No. 2682277	Owned

BONAVITA	TG Valentine, LLC	February 28, 1996	Registered June 23, 1998	Reg. No. 2168023	Owned
BONAVITA FINE CHILDREN'S FURNISHINGS and design	TG Valentine, LLC	July 10, 2008	Registered July 28, 2009	Reg. No. 3660168	Owned
BONAVITA (EU)	TG Valentine, LLC	May 5, 2012	Registered September 26, 2012	Reg. No. 010884294	Owned
BONAVITA fine childrens furnishings (Image) - EU	TG Valentine, LLC	January 12, 2009	Registered July 21, 2009	Reg. No. 007514219	Owned
ISSI (Stylized)	TG Valentine, LLC	November 1, 1999	Cancelled	Reg. No. 2636068	Owned
ISSI and design	TG Valentine, LLC	July 10, 2008	Registered September 1, 2009	Reg. No. 3675261	Owned
ISSI and design (EU - Drawing)	TG Valentine, LLC	January 12, 2009	Registered July 21, 2009	007514326	Owned
LIFESTYLE CRIB	TG Valentine, LLC	May 17, 2002 - Refiled July 10,	Registered July 28, 2009	Reg. No. 3660166	Owned
LAJOBI TREASURED BEGINNINGS and	TG Valentine, LLC	December 16, 2008	Issued July 14, 2009	Reg. No. 3654055	Owned
TREASURED BEGINNINGS	TG Valentine, LLC	October 2, 2009	Registered May 18, 2010	Reg. No. 3790083	Owned
TREASURED BEGINNINGS	TG Valentine, LLC	March 24, 2008	Registered January 19, 2010	Reg. No. 3738619	Owned
LAJOBI	TG Valentine, LLC	Nov. 21, 2008	Registered August 4, 2009	Reg. No. 3663081	Owned
LAJOBI (EU)	TG Valentine, LLC	January 12, 2009	July 25, 2009	Reg. No. 007514268	Owned
LIFESTYLE CRIB	TG Valentine, LLC	January 12, 2009	July 21, 2009	007513658	Owned
NURSERY 101	TG Valentine, LLC	July 10, 2008	Registered December 8, 2009	Reg. No. 3723256	Owned
NURSERY 101 and design	TG Valentine, LLC	October 24, 2008	Registered November 10, 2009	Reg. No. 3710220	Owned
NURSERY 101 (EU)	TG Valentine, LLC	January 12, 2009	Registered July 21, 2009	Reg. No. 007513799	Owned
Nursery 101 Stylized & Design (EU)	TG Valentine, LLC	February 26, 2009	Registered November 11, 2009	Reg. No. 008127011	Owned
THE CLASSIC CRIB	TG Valentine, LLC	Sept. 23, 2008	Registered September 15, 2009	Reg. No. 3684662	Owned
NATURAL	TG Valentine,	January 30, 2012	Abandoned	App. No.	Owned

TRADEMARK