

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431873

<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: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4180365	PERFECT BUM	
<b>Registration Number:</b>	3983774	LITTLE BOUTIQUE	
<b>Registration Number:</b>	4109595	TIDDLIWINKS	
<b>Registration Number:</b>	4029859	BABY CHEF	
<b>Registration Number:</b>	4091917	KIDSLINE	
<b>Registration Number:</b>	4393442	THE PERFECT SWADDLE	
<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		
<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>	06/20/2017		

CH \$165.00 4180365

**Total Attachments: 5**

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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 702

Agreed and Acknowledged:

2i Capital Debt Fund, LLC

By: *Brennan L. Bibro*  
Name: BRENNAN L. BIBRO  
Title: Director

[Signature page to Trademark Assignment]

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	TG Valentine, LLC	May 4, 2012	Registered August 27, 2013	Reg. No. 4393442	Owned
TIDDLIWINKS	TG Valentine, LLC	June 18, 2010	Registered March 6, 2012	Reg. No. 4109595	Owned
KIDS LINE	TG Valentine, LLC	June 23, 2010	Abandoned	App. No. 85/070183	
KIDS LINE (European Community)	TG Valentine, LLC	March 31, 2010	Registered January 17, 2011	Reg. No. 009342817	Owned
KIDS LINE (& DESIGN)	TG Valentine, LLC	May 6, 2011	Pending	App. No. 2140946	Owned
KIDS LINE (New Zealand)	TG Valentine, LLC	August 27, 2010	Registered August 27, 2010	Reg. No. 829542	Owned
KIDS LINE and design	TG Valentine, LLC	Sept. 24, 2010	Registered January 24, 2012	Reg. No. 4091917	Owned
KIDS LINE (& DESIGN) (Australia)	TG Valentine, LLC	June 28, 2011	Registered March 8, 2012	Reg. No. 1433502	Owned
KIDS LINE (Australia)	TG Valentine, LLC	March 22, 2004	Registered December 7, 2004	Reg. No. 994575	Owned
KIDS LINE (Mexico)	TG Valentine, LLC	February 2, 1995	Registered September 18, 1995	Reg. No. 503936	Owned
KIDS LINE (New Zealand)	TG Valentine, LLC	March 24, 2004	Registered January 13, 2005	Reg. No. 710055	Owned
BABY CHEF and design	TG Valentine, LLC	Sept. 24, 2010	Registered September 20, 2011	Reg. No. 4029859	Owned
LITTLE BOUTIQUE	TG Valentine, LLC	April 9, 2010	Registered June 28, 2011	Reg. No. 3983774	Owned
KATIE LITTLE	TG Valentine, LLC	May 6, 2003	Cancelled	Reg. No. 3096317	
KIDS LINE	TG Valentine, 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	TG Valentine, LLC	March 29, 2011	Registered July 24, 2012	Reg. No. 4180365	Owned
CHOCOLATE	TG Valentine, LLC	May 19, 2011	Abandoned	App. No. 85/325472	Owned
DREAM WITH ME	TG Valentine, LLC	April 9, 2010	Abandoned	App. No. 85/010793 <sup>1</sup>	
COCALO (Design)	TG Valentine, LLC	May 12, 2004	Registered September 12, 2006	Reg. No. 3143047	Owned

**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/hers/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)

