

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KNOCK KNOCK, LLC		01/29/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EMS Studio, LLC		
Street Address:	1635-B ELECTRIC AVENUE		
City:	Venice		
State/Country:	CALIFORNIA		
Postal Code:	90291		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5313244	MY BETTER HALF	
Registration Number:	5195679	GREETING CARDS FOR THE RELATIONSHIPS WER	
Serial Number:	87659923	EMILY MCDOWELL STUDIO	
Serial Number:	87659751	EMILY MCDOWELL STUDIO	
CORRESPONDENCE DATA			
Fax Number:	2139292525		
<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:	213-929-2500		
Email:	ipladocket@swlaw.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	400 East Van Buren Street		
Address Line 2:	Suite 1900		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	56898.00063		
NAME OF SUBMITTER:	Dax Alvarez		
SIGNATURE:	/Dax Alvarez/		
DATE SIGNED:	02/09/2018		
Total Attachments: 7			

CH \$115.00 5313244

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") is made as of January 29, 2018, by and between EMS Studio, LLC, a California limited liability company (the "Buyer"), and Knock Knock, LLC, a Delaware limited liability company (the "Seller") with reference to the following facts:

A. Buyer and Seller have entered into that certain Contribution Agreement dated as of January 29, 2018 by and between Seller and Buyer (the "Contribution Agreement").

B. Pursuant to Section 1(b) to the Contribution Agreement, Buyer is acquiring Seller's right, title, and interest in, to, and under Seller's Intellectual Property, including but not necessarily limited to the trademark applications and registrations (the "Trademarks") and copyrights, set forth on Schedule 1.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to them in the Contribution Agreement.

2. Assignment. Seller hereby assigns to Buyer, its successors, legal representatives or assigns, all of its right, title and interest in, to and under the Intellectual Property, including, but not limited to, the Trademarks, including all goodwill associated therewith and copyrights, with such assignment to further include all of the Seller's rights to (a) sue for infringement with respect to the Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and (b) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction, the same to be held and enjoyed by the Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Seller had this Assignment not been made.

3. Intent-to-Use Applications. Seller and Buyer expressly acknowledge that with respect to certain U.S. trademark applications that these applications were filed on an "intent-to-use" basis and that in order to fully assign the rights in these applications, Seller and Buyer expressly affirm that Buyer is a successor to Seller's business to which the Trademarks pertain and that such business is ongoing and existing and that as such, this Assignment is proper under 15 USC §1060; 37 CFR §3.16, and TMEP 501.01(a).

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of such counterparts, taken together, shall constitute one and the same Assignment. The exchange of copies of this Assignment and of signature pages by facsimile transmission or .PDF delivered via email will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes.

5. Governing Law. This Assignment and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the State of California without regard for conflict of laws rules.

6. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under the present or future laws effective during the term of this Assignment, such provision will be fully severable and the remaining provisions of this Assignment will remain in full force and effect.

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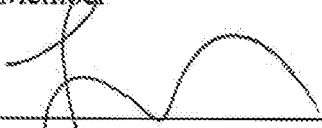
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

BUYER:

EMS Studio, LLC, a California limited liability company

By: **Knock Knock, LLC**, a Delaware limited liability company

Its: Sole Member

By: 
Name: Jennifer Bilik
Title: CEO

SELLER:

Knock Knock, LLC, a Delaware limited liability company

By: 
Name: Jen Bilik
Title: CEO

SCHEDULE 1

Intellectual Property

(a)

(i)

Registered Copyrights

<u>Name</u>	<u>Registration/ Application Number</u>	<u>Date Filed</u>	<u>Country</u>	<u>Owner</u>
July 2017 Wholesale Catalog	1-5642311282	7/19/17 (pending)	USA	Emily McDowell Studio
Jan 2017 Everyday Bravery Pins	1-4330174601	1/11/2017	USA	Emily McDowell Studio
Jan 2017 Wholesale Catalog	TX 8-368-289	1/10/2017	USA	Emily McDowell Studio
Everything Happens For A Reason Card (2015)	VA 2-029-311	9/29/2015	USA	Emily McDowell Studio
Died of Lemons Card (2015)	VA 2-029-304	9/29/2015	USA	Emily McDowell Studio
Look At My Phone Card (2013)	VA 2-029-305	9/29/2015	USA	Emily McDowell Studio
May 2015 Empathy Card Collection	TX 8-174-772	5/10/2015	USA	Emily McDowell Studio
Jan 2015 Greeting Card Collection	TX 8-174-764	5/10/2015	USA	Emily McDowell Studio
April 2014 Gift Collection	VA 1-909-593	4/18/2014	USA	Emily McDowell
April 2014 Card Collection	VA 1-908-872	4/18/2014	USA	Emily McDowell
Jan 2014 Gift Collection	VA 1-909-023	4/18/2014	USA	Emily McDowell
2013 Tea Towel Collection	VA 1-909-009	4/18/2014	USA	Emily McDowell
2013 Greeting Card Collection	VA 1-908-880	4/18/2014	USA	Emily McDowell
Words I Didn't Know I Needed (2013 Art Prints)	VA 1-892-745	8/7/2013	USA	Emily McDowell

Registered Trademarks

<u>Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>U.S. Classes</u>	<u>Int'l Classes</u>	<u>Owner</u>
My Better Half	5313244	10/17/2017	002, 027, 028, 050	014 - Primary Class	McDowell and Sherwood, Inc.
Greeting Cards for the Relationships We Really Have	5195679	05/02/2017	002, 005, 022, 023, 029, 037, 038, 050	016 - Primary Class	McDowell and Sherwood, Inc.

Trademark Applications

<u>Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>U.S. Classes</u>	<u>Int'l Classes</u>	<u>Owner</u>
Emily McDowell Studio (logo)	87659923	10/25/2017	100, 101, 102, 001, 002, 003, 005, 013, 021, 022, 023, 026, 027, 028, 029, 030, 033, 036, 037, 038, 040, 041, 050	009, 014, 016, 018, 021, 035 - Primary Class	McDowell and Sherwood, Inc.
Emily McDowell Studio	87659751	10/25/2017	100, 101, 102, 001, 002, 003, 005, 013, 021, 022, 023, 026, 027, 028, 029, 030, 033, 036, 037, 038, 040, 041, 050	009, 014, 016, 018, 021, 035 - Primary Class	McDowell and Sherwood, Inc.

Common Law Trademarks – “Empathy Cards”

(ii) Unregistered Copyrights

<u>Name</u>	<u>Nature of Work</u>	<u>Year Created</u>	<u>Creator</u>	<u>Owner</u>
October 2016 Wholesale Supplement	2D art, text	2016	Emily McDowell	Emily McDowell Studio
May 2016 Wholesale Catalog	2D art, text	2016	Emily McDowell	Emily McDowell Studio
January 2016 Wholesale Supplement	2D art, text	2016	Emily McDowell	Emily McDowell Studio
October 2015 Wholesale Supplement	2D art, text	2016	Emily McDowell	Emily McDowell Studio
May 2015 Wholesale Catalog	2D art, text	2016	Emily McDowell	Emily McDowell Studio
Jan 2015 Wholesale Catalog (Gifts)	2D art, text	2016	Emily McDowell	Emily McDowell Studio

Domain Names

1. Websites

- Emilymcdowell.com;
- emilymcdowell.net (forwards to emilymcdowell.com);
- emilymcdowellstudio.com (forwards to emilymcdowell.com);
- emilymcdowellstudio.net (forwards to emilymcdowell.com);
- reallytrulyco.com;

- reallytruly.co;
- reallytruly.com;
- boardofdirectness.com.

2. Social Media

- Instagram: @emilymcdowell_, @emilymcdowell_studio (not used), @emily_mcdowell_studio (not used)
- Facebook: Facebook.com/emilymcdowellstudio
- Twitter: @emilymcdowell_
- Pinterest: Pinterest.com/emily_mcdowell

(iii) See Wholesale Supplements/Catalogs from 2013 – October 2017, attached hereto.

(b)

1. Master License Agreement #116961, dated as of June 2015, by and between Emily McDowell, as Licensor and Papyrus-Recycled Greetings, Inc.
2. Letter Agreement, dated as of June 7, 2017, by and between Emily McDowell, as Licensor, and Galison Publishing LLC d/b/a Galison/Mudpuppy, as Licensee
3. License Agreement, dated as of December 27, 2017, by and between Nora McInerny, as Licensor, and McDowell and Sherwood d/b/a Emily McDowell Studio, as Licensee
4. License Agreement and License Grant, dated as of December 27, 2017, by and between Jennifer Pastiloff, as Licensor, and McDowell and Sherwood d/b/a Emily McDowell Studio, as Licensee