

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM493143

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	06/01/2016

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EVRIHOLDER ACQUISITION CO., LLC		06/01/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	EVRIHOLDER PRODUCTS, LLC
<b>Street Address:</b>	1500 S. LEWIS ST
<b>City:</b>	Anaheim
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92805
<b>Entity Type:</b>	Limited Liability Company: INDIANA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5162484	HEALING HEAT COLD COMFORT
Registration Number:	4373349	WARM HUGS
Registration Number:	4440897	WARM SNUGGLES
Registration Number:	4263636	DREAMTIME
Registration Number:	4460835	SPA COMFORTS
Registration Number:	4645442	MOMMY'S KISSES
Registration Number:	3575471	WARM WHISKERS
Registration Number:	3012464	SPA COMFORTS
Registration Number:	2115597	DREAMTIME

## CORRESPONDENCE DATA

Fax Number:

*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.*

Phone: 212-223-8200  
 Email: rnemes@paulipgroup.com  
 Correspondent Name: Louis C. Paul  
 Address Line 1: 250 Park Avenue, 7th Floor  
 Address Line 4: New York, NEW YORK 10177

OP \$240.00 5162484

<b>NAME OF SUBMITTER:</b>	Louis C. Paul
<b>SIGNATURE:</b>	/LCP/
<b>DATE SIGNED:</b>	10/09/2018
<b>Total Attachments: 3</b> source=Evriholder-Acquisition-Products_Assignment_20181009#page1.tif source=Evriholder-Acquisition-Products_Assignment_20181009#page2.tif source=Evriholder-Acquisition-Products_Assignment_20181009#page3.tif	

## **TRADEMARK ASSIGNMENT (*Nunc Pro Tunc*)**

WHEREAS by virtue of an assignment executed on April 24, 2014 from Dreamtime Inc., as recorded with the U.S. Patent and Trademark Office ("USPTO") at Reel/Frame 5271/0615, EVRIHOLDER ACQUISITION CO., LLC, a limited liability company formed under the laws of the State of Delaware ("Assignor"), having a correspondence address of 1500 South Lewis Street, Anaheim, California 92805 became the owner of the trademarks (the "Marks") and the U.S. Trademark Registrations (the "Registrations") listed in Schedule A; and

WHEREAS, on April 25, 2018, Assignor executed a Trademark Security Agreement with Bank of Montreal ("BOM"), as Administrative Agent, whereby Assignor granted a Security Interest in and to the Registrations in Schedule A to BOM, as Administrative Agent, and said Trademark Security Agreement was duly recorded with the USPTO at Reel/Frame 5268/0614;

WHEREAS EVRIHOLDER PRODUCTS, LLC, a limited liability company formed under the laws of the State of Indiana ("Assignor"), having a correspondence address of 1500 South Lewis Street, Anaheim, California 92805 ("Assignee"), desires to acquire Assignor's rights, title and interest in and to the Marks and the Registrations, and the goodwill represented thereby, *nunc pro tunc*, subject to Trademark Security Agreement with BOM;

NOW, THEREFORE, for one dollar and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:


1. Assignor agrees that subject to the Trademark Security Agreement with BOM, Assignor did assign, and hereby does assign, *nunc pro tunc*, effective as of June 1, 2016, and does hereby sell, assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Marks and the portion of the Assignor's business to which the Marks pertains, and the Registrations and goodwill represented by the Marks, together with the right to bring and prosecute any claims or causes of action, and to seek all other relief in respect of any acts of infringement of the rights assigned hereinabove, irrespective of whether such acts have been committed before or were/are committed after the date of this Assignment, and the sole obligation to defend the Marks and the Registrations.
2. Assignee takes the foregoing subject to the Trademark Security Agreement with BOM. Assignee acknowledges that Assignor has no continuing responsibility to maintain the Marks and the Registrations on a going forward basis, and agrees to defend and hold Assignor harmless against any third-party claims in connection with the same. Assignee agrees that it shall solely bear all liability for the costs of defense against claims by, and obligations to, third parties in connection with the Registrations or the Marks.
3. Assignor authorizes and requests the USPTO (i) to transfer the Registrations to Assignee, or otherwise as Assignee may direct, (ii) to cause the change of ownership be duly recorded in the official records of the USPTO and (iii) to deliver to Assignee, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Assignor warrants that, with the exception of the Trademark Security Agreement with BOM (as recorded with the USPTO at Reel/Frame 5268/0614) that it has not conveyed to any other party any right, title, or interest in the Registrations and/or Marks in Schedule A, or any license to use the same; and that, subject to the Trademark Security Agreement with BOM, Assignor has good right to assign the same to Assignee.
5. Assignor binds its successors, legal representatives, and assigns, as well as itself to do, upon Assignee's request and at Assignee's expense, but without additional consideration, all acts reasonably serving to assure that the said Marks and Registrations shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, its successors, legal representatives, and assigns if this assignment had not been made;

IN TESTIMONY WHEREOF, Assignor and Assignee, each sets its hand on the date indicated.


EVRIHOLDER ACQUISITION CO., LLC  
(Assignor)

Dated: June 1, 2016

By:   
Name: HONEYLYN CHANG  
Title: CFO

EVRIHOLDER PRODUCTS, LLC  
(Assignee)

Dated: June 1, 2016

By:   
Name: HONEYLYN CHANG  
Title: CFO

**SCHEDULE A**

Registration No.	Mark
2,115,597	DREAMTIME
3,012,464	SPA COMFORTS
3,575,471	WARM WHISKERS
4,645,442	MOMMY'S KISSES
4,373,349	WARM HUGS
4,440,897	WARM SNUGGLES
4,263,636	DREAMTIME
4,460,835	SPA COMFORTS
5,162,484	HEALING HEAT COLD COMFORT