

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morning Coffee LLC		03/08/2019	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Ontel Products Corporation		
Street Address:	21 Law Drive		
City:	Fairfield		
State/Country:	NEW JERSEY		
Postal Code:	07004		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4932696	PILLOWPAD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2026596927		
Email:	jslocum@dickinsonwright.com		
Correspondent Name:	Jenny Slocum		
Address Line 1:	Dickinson Wright PLLC		
Address Line 2:	1825 Eye St, NW Suite 900		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Jenny Slocum		
SIGNATURE:	/Jenny Slocum/		
DATE SIGNED:	03/12/2019		
Total Attachments: 4			
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OP \$40.00 4932696

TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

THIS ASSIGNMENT ("Agreement"), made and effective the 8th day of March, 2019 ("Effective Date"), is by and between Morning Coffee, LLC, a limited liability company with a principal place of business located at 33 Davis Hill Rd., Weaverville, North Carolina 28787 (hereinafter "ASSIGNOR") and Ontel Products Corporation, a New Jersey corporation with a principal place of business located at 21 Law Drive, Fairfield, New Jersey 07004 (hereinafter "ASSIGNEE")(each, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, ASSIGNOR owns, has adopted, and is actively using the following marks, collectively referred to herein as the "PILLOWPAD Marks";

Mark	Country	Details
PILLOWPAD	United States	Reg. No. 4932696 Registered April 5, 2016
PILLOWPAD	Australia (WIPO)	IR No. 1155212 Filed Jan. 3, 2013
PILLOWPAD	China (WIPO)	IR No. 1155212 Filed Jan. 3, 2013
PILLOWPAD	EU (WIPO)	IR No. 1155212 Filed Jan. 3, 2013
PILLOWPAD	Japan (WIPO)	IR No. 1155212 Filed Jan. 3, 2013

WHEREAS, ASSIGNEE is desirous of acquiring and owning exclusive, non-restrictive worldwide rights to the PILLOWPAD Marks and the goodwill associated therewith, as well as all applications and registrations by ASSIGNOR associated with the PILLOWPAD Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

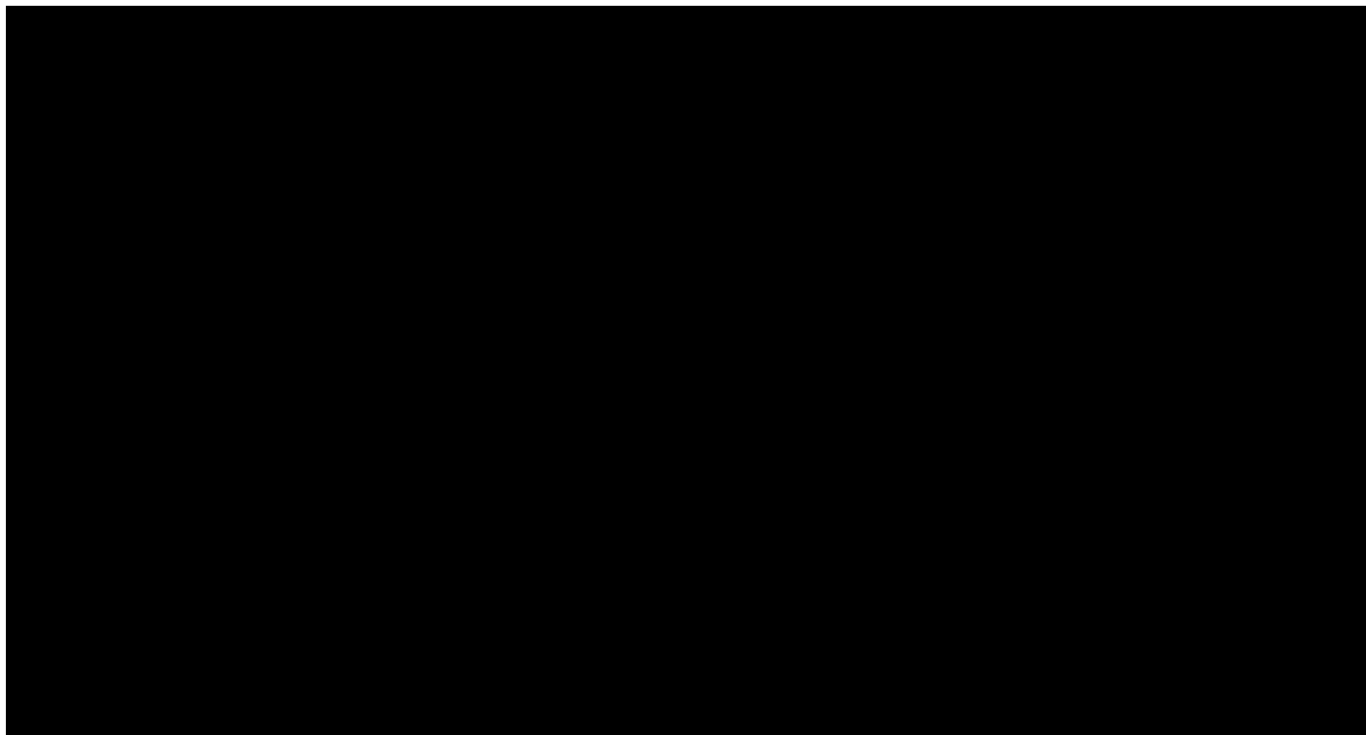
1. ASSIGNOR conveys, transfers, and assigns to ASSIGNEE all its right, title, and interest in and to the PILLOWPAD Marks and the federal applications and registrations therefor as identified above, together with the goodwill symbolized thereby.

2. ASSIGNOR further assigns to ASSIGNEE all rights to sue for and receive all damages occurring from current and past infringing uses of the PILLOWPAD Marks.

3. ASSIGNOR agrees that upon request by ASSIGNEE, ASSIGNOR shall make all necessary legal assignments in connection with the PILLOWPAD Marks at ASSIGNEE's expense. ASSIGNEE agrees to provide to ASSIGNOR all information and materials necessary

for legal assignments within seven (7) business days from execution of this Agreement. The Parties agree ASSIGNOR will have no further obligations under Section 3 of this Agreement after the PILLOWPAD Marks have been fully and finally assigned to ASSIGNEE.

4. ASSIGNOR represents and warrants: (a) ASSIGNOR is the sole and exclusive lawful owner of all rights, title, and interest in and to the PILLOWPAD Marks; (b) the PILLOWPAD marks have not been assigned or otherwise transferred; and (c) ASSIGNOR has the authority and full right to make this ASSIGNMENT.



7. This Agreement, and all rights and obligations of the Parties, shall be construed and enforced in and under the laws of New Jersey. All disputes regarding this Agreement or the PILLOWPAD Marks will be resolved by the courts in New Jersey; ASSIGNOR agrees to the exclusive jurisdiction of those courts.

8. The Parties represent and warrant each has the power and authority to enter into this Agreement and to perform their respective obligations described in this Agreement.

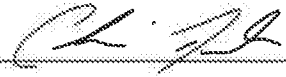
9. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Parties with respect to such subject matter. As such, any modifications of this Agreement must be in writing signed by both Parties to be effective.

[Signature Page to Follow]

IN WITNESS WHEREOF, ASSIGNOR executes this ASSIGNMENT as of the day and year above written.

ASSIGNOR:
Morning Coffee LLC

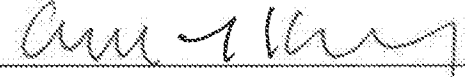
Dated: March 8, 2019



Name: L. Christopher Franklin
Title: Principal

ASSIGNEE:
Ontel Products Corporation

Dated: March 08, 2019



Name: Caroline L. Kinsey, Esq.
Title: General Counsel