TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298012

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Greater Than One Kids, LLC		02/28/2014	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	Unico International Trading Corp.
Street Address:	7777 Glades Road
Internal Address:	Suite 100
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33434
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85933444	BE SEEN
Serial Number:	85933429	BE PURPOSEFUL

CORRESPONDENCE DATA

Fax Number: 5613686478

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 561-392-8074
Email: ljcohen@bennardolevine.com
Correspondent Name: Laura J. Cohen, Esq.
Address Line 1: 1860 NW Boca Raton Blvd.
Address Line 4: Boca Raton, FLORIDA 33432

NAME OF SUBMITTER:	Robyn Spritzer
SIGNATURE:	/s/ Robyn Spritzer
DATE SIGNED:	03/13/2014

Total Attachments: 4

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OP $65.00 85933444

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARKS (this "Trademarks Assignment"), is made and entered into as of 10:00 a.m. (EST) on the Effective Date set forth below, by and among Greater Than One Kids, LLC, a New Jersey limited liability company ("Assignor"), and Unico International Trading Corp., a Florida corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the sole owner of all right, title, interest and all goodwill in the trademarks and tradenames (collectively, "Greater Than One Kids Marks"), including the trademarks and tradenames listed on Schedule A attached hereto; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in the Greater Than One Kids Marks, and any registrations resulting therefrom, along with all goodwill appurtenant thereto.

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

1. **Recitals.** The recitals set forth hereinabove are incorporated herein by reference as though fully set forth at length.

2. **Assignment.** Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, all right, title and interest, including common law rights, in the United States of America and all other countries and jurisdictions of the world in and to the Greater Than One Kids Marks and all goodwill appurtenant thereto, free and clear of all liens, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, together with any rights for, or arising from any past, present or future infringement, of the Greater Than One Kids Marks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

3. **Further Action.** Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary, when requested, and without further consideration, in order to carry out the intent of this Trademarks Assignment.

4. **Governmental Filings.** Assignor hereby authorizes and requests that the United States Patent and Trademark Office, the U.S. Copyright Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks, service marks or copyrights to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees, and other legal representatives in accordance with the terms of this Trademarks Assignment.

5. **No Conflicts.** Assignor represents, warrants, and covenants that the execution and delivery of this Trademarks Assignment does not breach any contract to which Assignor is a party, and

Assignor has not entered into, and will not enter into, any oral or written contract in conflict with this Trademarks Assignment.

6. **Entire Agreement.** This Trademarks Assignment (including Schedule A hereto), together with the Settlement Agreement and Mutual Release, by and between Greater Than One Kids, LLC and Unico International Trading Corporation, entered into on January ___, 2014, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

7. **Amendment.** This Trademarks Assignment may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

8. **Severability.** If any term, provision, covenant or condition of this Trademarks Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Trademarks Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

9. **Counterparts; Facsimile Signatures.** This Trademarks Assignment may be executed in two or more counterparts, each of which shall be deemed an original (including via facsimile), but all of which together shall constitute one and the same instrument.

10. **Governing Law.** This Trademarks Assignment and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the state of Florida without regard to principles of conflicts of laws

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Trademarks as of the ___ day of February, 2014 (the "Effective Date").

ASSIGNOR:

GREATER THAN ONE KIDS, LLC,
a New Jersey limited liability company

By: _____
Robyn Spritzer, Managing Member

ASSIGNEE:

UNICO INTERNATIONAL TRADING CORP., a Florida corporation

By: _____
Avi Tansman, President

TRADEMARK
REEL: 005236 FRAME: 0469

ASSIGNOR NOTARIZATION

STATE OF NJ)
) SS:
COUNTY OF ESSEX)

The foregoing instrument was acknowledged before me this 28th day of February 2014, by the undersigned officer, ROBYN SPRITZER, known personally to me to be the Managing Member of the above named ASSIGNOR, and acknowledged that she, as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by hersalf as an officer.

(Notary Seal)

NOTARY PUBLIC:

Signature: Pedro Perez

Print Name: Pedro Perez

Commission No.: PEDRO J. PEREZ NOTARY PUBLIC OF NEW JERSEY My Commission Expires 08/2018

My Commission Expires:

TRADEMARK
REEL: 005236 FRAME: 0470

Schedule A

The following are the Greater Than One Kids Marks to be transferred and assigned from Greater Than One Kids, LLC to Unico International Trading Corp.:

- Be Seen
- Be Purposeful