

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|-------------------------------------|
| OUAF Enterprises, LLC | | 12/01/2008 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | TX-OUAF Investments, LLC |
| Street Address: | 5420 LBJ Freeway, Suite 800 |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75240 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------|
| Registration Number: | 2933456 | ONCE UPON A FAMILY |
| Registration Number: | 2696157 | CHILDHOOD CHERISHED |
| Registration Number: | 3526231 | LIVE, LAUGH, LOVE...CLUB |
| Serial Number: | 77453175 | HAPPYHOME |
| Serial Number: | 77065068 | CHAOS TO CONNECTIONS |
| Registration Number: | 3296702 | LESSONS FOR LITTLE ONES |

CORRESPONDENCE DATA

Fax Number: (214)378-4076
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-378-4083
Email: jmcloud@aerusonline.com
Correspondent Name: Jennifer K. McCloud
Address Line 1: 5420 LBJ Freeway, Suite 800
Address Line 4: Dallas, TEXAS 75240

OP \$165.00 2933456

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|--|---------------------------|
| ATTORNEY DOCKET NUMBER: | OUAF/TX OUAF TM ASSIGNMEN |
| NAME OF SUBMITTER: | Carl Christoff |
| Signature: | /carl christoff/ |
| Date: | 12/24/2008 |
| Total Attachments: 3 source=Assignment of Trademarks - executed#page1.tif source=Assignment of Trademarks - executed#page2.tif source=Assignment of Trademarks - executed#page3.tif | |

ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of December 1, 2008 (the "Effective Date"), by and between OUAF Enterprises, LLC, a Delaware limited liability company ("Assignor"), and TX-OUAF Investments, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks, service marks and the United States and foreign trademark registrations and applications set forth in the Schedule of Trademarks annexed hereto and made a part hereof, (hereinafter the "Trademarks"), together with the goodwill of the business associated with the Trademarks; and

WHEREAS, Assignee is desirous of obtaining all of the rights, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and of good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks and the trademark registrations and applications therefor.

2. Assignor does hereby sell, assign, transfer and set over onto Assignee, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect same for its own use and

enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States, any official of any countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks listed in the annexed Schedule of Trademarks, and title thereto as the property of Assignee, its successors and assigns, in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and to be effective as of the date set forth above.

ASSIGNOR:

OUAF ENTERPRISES, LLC

By: 

Lorle Campos, Chief Executive Officer

ASSIGNEE:

TX-OUAF INVESTMENTS, LLC

By: 

Carl C. Christoff, Vice President

SCHEDULE OF TRADEMARKS

| <u>TRADEMARK</u> | <u>REGISTRATION NO./SERIAL NO.</u> |
|--------------------------|------------------------------------|
| ONCE UPON A FAMILY | 2933456 |
| CHILDHOOD CHERISHED | 2696157 |
| LIVE, LAUGH, LOVE...CLUB | 3526231 |
| HAPPYHOME | 77453175 |
| CHAOS TO CONNECTIONS | 77065068 |
| LESSONS FOR LITTLE ONES | 3296702 |