

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Direct Response, Inc.		09/10/2011	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Natures Pillows, Inc.		
Street Address:	2607 Interplex Drive		
City:	Trevose		
State/Country:	PENNSYLVANIA		
Postal Code:	19053		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3653444	MIGHTY SHINE	
Registration Number:	3871311	TATER TORNADO	
Registration Number:	4001768	FAST BRITE LENS RESTORE	
Serial Number:	85194282	PUZZUPS	
Serial Number:	85235407	HOT BOOTIES	
Serial Number:	85325674	MIGHTY SAW	
CORRESPONDENCE DATA			
Fax Number:	(215)751-1142		
Phone:	215-567-2010		
Email:	rbradoff@crbcp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Caesar Rivise Bernstein Cohen Pokotilow		
Address Line 1:	1635 Market Street		
Address Line 2:	11th Floor, Seven Penn Center		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2212		

CH \$165.00 3653444

ATTORNEY DOCKET NUMBER:	N1121/00000
NAME OF SUBMITTER:	Martin L. Faigus
Signature:	/Martin L. Faigus/
Date:	11/15/2011
Total Attachments: 3 source=N112100000_DRIttoNPI_Assignment#page1.tif source=N112100000_DRIttoNPI_Assignment#page2.tif source=N112100000_DRIttoNPI_Assignment#page3.tif	

TRADEMARK ASSIGNMENT
(DIRECT RESPONSE, INC. TO NATURES PILLOWS, INC.)

This TRADEMARK ASSIGNMENT is made and entered into this 10 day of Septemeber, 2011, by and between Direct Response, Inc., a Pennsylvania corporation ("Assignor"), and Natures Pillows, Inc., a Pennsylvania corporation ("Assignee").

RECITALS:

WHEREAS, Assignor is the co-owner with Plymouth Direct, Inc. of the trademarks and the corresponding registrations and/or applications for registration set forth on Schedule A attached hereto (collectively, "the Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties, intending to be legally bound, hereby agree as set forth below.

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee accepts and acquires from Assignor, Assignor's entire right, title, interest in and to the Trademarks together with the goodwill of the business connected with and symbolized by the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as said interest would have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor, on its own behalf and on behalf of its affiliates, assigns to Assignee all claims for damages by reason of infringement prior to the assignment of the Trademarks and of all rights associated therewith, with the right to sue for damages arising out of such claims, and to collect the same for its own use and benefit, and for the use and benefit of its successors, assignees or other legal representatives.


3. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions to record the transfer of the registrations and/or applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

4. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written, and intend to be legally bound in accordance with the laws of the Commonwealth of Pennsylvania.


DIRECT RESPONSE, INC.

Dated: 9/10/2011

By: 
Brad Specter President

NATURES PILLOWS, INC.

Dated: 9/10/2011

By: 
Brad Specter
President

Trademark Assignments
Direct Response, Inc. to Nature's Pillows, Inc.

Client No./Matter No.	Mark	Appl. No.	Reg. No.
H1101/30054	MIGHTY SHINE	77,493,855	3,653,444
H1101/30062	TATER TORNADO	77/791,842	3,871,311
H1101/30070	FAST BRITE LENSE RESTORE	85/180,776	4,001,768
H1101/30073	PUZZUPS	85/194,282	
H1101/30075	HOT BOOTIES	85/235,407	
H1101/30077	MIGHTY SAW	85/325,674	

SCHEDULE A

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