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
TOMY INTERNATIONAL, INC.		01/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MOTHER'S INTUITION, INC.	
Street Address:	25108 Marguerite Pkwy, Suite B300	
City:	Mission Viejo	
State/Country:	CALIFORNIA	
Postal Code:	92692	
Entity Type:	CORPORATION: NEVADA	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3387592	BELLA B
Registration Number:	3387593	SILK & HONEY
Registration Number:	3289870	TUMMY TO TOES
Registration Number:	3289871	BODY BUZZ
Registration Number:	3289872	GLOWING
Registration Number:	2740353	TUMMY HONEY
Registration Number:	2786394	STRETCH OUT!

CORRESPONDENCE DATA

Fax Number: 3128760288

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

via US Mail.

Phone: 312-876-7100

Email: jlgrubner@amstein.com
Correspondent Name: Judith L. Grubner
Address Line 1: Arnstein & Lehr LLP

Address Line 2: 120 S. Riverside Plaza, Ste. 1200

TRADEMARK REEL: 005221 FRAME: 0940 OP \$190.00 3387592

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Address Line 4: Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER: 36426-0001 MOTHER'S INT		
NAME OF SUBMITTER:	Judith L. Grubner	
Signature:	/judith I grubner/	
Date:	02/21/2014	
Total Attachments: 2 source=tomy-mother's intuition assignment#page1.tif source=tomy-mother's intuition assignment#page2.tif		

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated January 1, 2012 (the "Effective Date") is by and between Tomy International, Inc., a Delaware corporation ("Assignor") and Mother's Intuition, Inc., a Nevada corporation ("Assignee").

RECITAL

Pursuant to an Asset Purchase Agreement dated January 1, 2012 ("Asset Purchase Agreement") between the Assignor and the Assignee, the Assignor has sold to Assignee the trademarks listed on Appendix A.

AGREEMENT

For valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

- 1. <u>Definition of Assigned Trademarks</u>. The term "Assigned Trademarks" shall mean the trademark application and registrations listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.
- 2. <u>Assignment of the Assigned Trademarks</u>. Effective as of the Effective Date, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor as of the date first written above.

ASSIGNOR:

TOMY INTERNATIONAL, INC.

Name: Title:

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APPENDIX A

Assigned Trademark Registrations

Mark	Country	Reg. No.	Reg. Date
STRETCH OUT!	U.S.	2786394	11/25/2003
TUMMY HONEY	U.S.	2740353	07/22/2003
GLOWING	U.S.	3289872	09/11/2007
BODY BUZZ	U.S.	3289871	09/11/2007
TUMMY TO TOES	U.S.	3289870	09/11/2007
SILK & HONEY	U.S.	3387593	2/26/2008
BELLA B.	U.S.	3387592	2/26/2008

Assigned Common Law Rights

Mark	Country	
NIPPLE NURTURE	U.S.	
BRIGHT EYES	U.S.	

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RECORDED: 02/21/2014