

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457963

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
McDowell & Sherwood, Inc.		12/31/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Knock Knock, LLC		
<b>Street Address:</b>	1635-B Electric Avenue		
<b>City:</b>	Venice		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90291		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5313244	MY BETTER HALF	
<b>Registration Number:</b>	5195679	GREETING CARDS FOR THE RELATIONSHIPS WER	
<b>Serial Number:</b>	87659923	EMILY MCDOWELL STUDIO	
<b>Serial Number:</b>	87659751	EMILY MCDOWELL STUDIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2139292525		
<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>			
<b>Phone:</b>	213-929-2500		
<b>Email:</b>	ipladocket@swlaw.com		
<b>Correspondent Name:</b>	Dax Alvarez		
<b>Address Line 1:</b>	400 East Van Buren Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2202		
<b>ATTORNEY DOCKET NUMBER:</b>	56898.00002		
<b>NAME OF SUBMITTER:</b>	Dax Alvarez		
<b>SIGNATURE:</b>	/Dax Alvarez/		
<b>DATE SIGNED:</b>	01/12/2018		
<b>Total Attachments: 7</b>			

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the “**Assignment**”) is made as of December 31, 2017, by and between Knock Knock, LLC, a Delaware limited liability company (the “**Buyer**”), and McDowell & Sherwood, a California corporation, dba Emily McDowell Studio (“**EMS**”), Really Truly Co., a Nevada corporation (“**RTC**”), and Emily McDowell, an individual (together with EMS and RTC, the “**Seller**”) with reference to the following facts:

A. Buyer and Seller have entered into that certain Contribution Agreement dated as of December 31, 2017 by and between Seller and Buyer (the “**Contribution Agreement**”).

B. Pursuant to Section 2.01(e) of the Contribution Agreement, Buyer is acquiring Seller’s right, title, and interest in, to, and under Seller’s Intellectual Property Assets (as defined in the Contribution Agreement).

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

1. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to them in the Contribution Agreement.

2. Assignment. Seller hereby assigns to Buyer, its successors, legal representatives or assigns, all of its right, title and interest in, to and under the Intellectual Property Assets, including all goodwill associated therewith, with such assignment to further include all of the Seller’s rights to (a) sue for infringement with respect to the Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and (b) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction, the same to be held and enjoyed by the Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Seller had this Assignment not been made.

3. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of such counterparts, taken together, shall constitute one and the same Assignment. The exchange of copies of this Assignment and of signature pages by facsimile transmission or .PDF delivered via email will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes.

4. Governing Law. This Assignment and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the State of California without regard for conflict of laws rules.


5. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under the present or future laws effective during the term of this Assignment, such provision will be fully severable and the remaining provisions of this Assignment will remain in full force and effect.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

**BUYER:**

**Knock Knock, LLC**, a Delaware limited liability company


By:   
Name: Jen Bilik  
Title: CEO


**SELLER:**

**McDowell & Sherwood dba Emily  
McDowell Studio**, a California corporation

  
By: \_\_\_\_\_  
Name: Emily McDowell  
Title: Chief Executive Officer

**Really Truly Co.**, a Nevada corporation

  
By: \_\_\_\_\_  
Name: Emily McDowell  
Title: President

  
\_\_\_\_\_  
Emily McDowell

## **DISCLOSURE SCHEDULES TO CONTRIBUTION AGREEMENT**

The attached schedules (the “Schedules”) contain the exceptions to the representations, warranties and covenants made in the Contribution Agreement, dated as of December 31, 2017 (the “Agreement”) by and among McDowell & Sherwood, Really Truly Co., Emily McDowell and Knock Knock, LLC. The section numbers in the Schedules conform to those in the Agreement. Any exception disclosed pursuant to any specific section or sections of the Agreement, as designated below, shall be deemed to be disclosed for any and all other purposes required pursuant to the Agreement where such deemed disclosure would be reasonably apparent from the context of the disclosed exception. Where the terms of a lease, contract, or other disclosure item have been summarized or described in the Schedules, such summary or description does not purport to be a complete statement of the material terms of such lease, contract or other item. Inclusion of any item of exception on the attached Schedules is not indicative that such item is material and does not constitute a representation by the Seller Parties that such item is material for purposes of the Agreement or any section therein. Terms defined in the Agreement shall have the same meanings when used in the Schedules unless otherwise defined.

**Schedule 4.11**  
**Intellectual Property**

(a)

(i)

Registered Copyrights

<u>Name</u>	<u>Registration/ Application Number</u>	<u>Date Filed</u>	<u>Country</u>	<u>Owner</u>
July 2017 Wholesale Catalog	1-5642311282	7/19/17 (pending)	USA	Emily McDowell Studio
Jan 2017 Everyday Bravery Pins	1-4330174601	1/11/2017	USA	Emily McDowell Studio
Jan 2017 Wholesale Catalog	TX 8-368-289	1/10/2017	USA	Emily McDowell Studio
Everything Happens For A Reason Card (2015)	VA 2-029-311	9/29/2015	USA	Emily McDowell Studio
Died of Lemons Card (2015)	VA 2-029-304	9/29/2015	USA	Emily McDowell Studio
Look At My Phone Card (2013)	VA 2-029-305	9/29/2015	USA	Emily McDowell Studio
May 2015 Empathy Card Collection	TX 8-174-772	5/10/2015	USA	Emily McDowell Studio
Jan 2015 Greeting Card Collection	TX 8-174-764	5/10/2015	USA	Emily McDowell Studio
April 2014 Gift Collection	VA 1-909-593	4/18/2014	USA	Emily McDowell
April 2014 Card Collection	VA 1-908-872	4/18/2014	USA	Emily McDowell
Jan 2014 Gift Collection	VA 1-909-023	4/18/2014	USA	Emily McDowell
2013 Tea Towel Collection	VA 1-909-009	4/18/2014	USA	Emily McDowell
2013 Greeting Card Collection	VA 1-908-880	4/18/2014	USA	Emily McDowell
Words I Didn't Know I Needed (2013 Art Prints)	VA 1-892-745	8/7/2013	USA	Emily McDowell



Registered Trademarks

<u>Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>U.S. Classes</u>	<u>Int'l Classes</u>	<u>Owner</u>
My Better Half	5313244	10/17/2017	002, 027, 028, 050	014 - Primary Class	McDowell and Sherwood, Inc.
Greeting Cards for the Relationships We Really Have	5195679	05/02/2017	002, 005, 022, 023, 029, 037, 038, 050	016 - Primary Class	McDowell and Sherwood, Inc.

Trademark Applications

<u>Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>U.S. Classes</u>	<u>Int'l Classes</u>	<u>Owner</u>
Emily McDowell Studio (logo)	87659923	10/25/2017	100, 101, 102, 001, 002, 003, 005, 013, 021, 022, 023, 026, 027, 028, 029, 030, 033, 036, 037, 038, 040, 041, 050	009, 014, 016, 018, 021, 035 - Primary Class	McDowell and Sherwood, Inc.
Emily McDowell Studio	87659751	10/25/2017	100, 101, 102, 001, 002, 003, 005, 013, 021, 022, 023, 026, 027, 028, 029, 030, 033, 036, 037, 038,	009, 014, 016, 018, 021, 035 - Primary Class	McDowell and Sherwood, Inc.