

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505591

<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>
EMS STUDIO, LLC		01/04/2019	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Knock Knock, LLC		
<b>Street Address:</b>	6080 Center Drive		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90045		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5195679	GREETING CARDS FOR THE RELATIONSHIPS WER	
<b>Registration Number:</b>	5313244	MY BETTER HALF	
<b>Registration Number:</b>	5491141	EMILY MCDOWELL STUDIO	
<b>Registration Number:</b>	5491132	EMILY MCDOWELL STUDIO	
<b>Serial Number:</b>	88014329	EM STUDIO	
<b>Serial Number:</b>	88014334	EM STUDIO	
<b>Serial Number:</b>	88147059	EM & FRIENDS	
<b>Serial Number:</b>	88147061	EMILY & FRIENDS	
<b>Serial Number:</b>	88178571	EM & FRIENDS	
<b>Serial Number:</b>	88178579	EM & FRIENDS	
<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		

CH \$265.00 5195679

**Address Line 2:** SUITE 1900  
**Address Line 4:** PHOENIX, ARIZONA 85004-2202

**ATTORNEY DOCKET NUMBER:** 56898.00063

**NAME OF SUBMITTER:** Dax Alvarez

**SIGNATURE:** /Dax Alvarez/

**DATE SIGNED:** 01/11/2019

**Total Attachments: 8**

source=Knock\_Knock\_-\_EMS\_Studio\_LLC\_IP\_Assignment\_to\_Knock\_Knock\_Signed\_4836-3983-0405\_1#page1.tif

source=Knock\_Knock\_-\_EMS\_Studio\_LLC\_IP\_Assignment\_to\_Knock\_Knock\_Signed\_4836-3983-0405\_1#page2.tif

source=Knock\_Knock\_-\_EMS\_Studio\_LLC\_IP\_Assignment\_to\_Knock\_Knock\_Signed\_4836-3983-0405\_1#page3.tif

source=Knock\_Knock\_-\_EMS\_Studio\_LLC\_IP\_Assignment\_to\_Knock\_Knock\_Signed\_4836-3983-0405\_1#page4.tif

source=Knock\_Knock\_-\_EMS\_Studio\_LLC\_IP\_Assignment\_to\_Knock\_Knock\_Signed\_4836-3983-0405\_1#page5.tif

source=Knock\_Knock\_-\_EMS\_Studio\_LLC\_IP\_Assignment\_to\_Knock\_Knock\_Signed\_4836-3983-0405\_1#page6.tif

source=Knock\_Knock\_-\_EMS\_Studio\_LLC\_IP\_Assignment\_to\_Knock\_Knock\_Signed\_4836-3983-0405\_1#page7.tif

source=Knock\_Knock\_-\_EMS\_Studio\_LLC\_IP\_Assignment\_to\_Knock\_Knock\_Signed\_4836-3983-0405\_1#page8.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") is made as of January 4, 2019, by and between EMS Studio, LLC, a California limited liability company (the "Assignor"), and Knock Knock, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignee is acquiring Assignor's right, title and interest in, to, and under Assignor's intellectual property, including but not necessarily limited to the intellectual property set forth on Schedule 1 (the "EMS IP").

WHEREAS, Assignor and Assignee expressly acknowledge that with respect to certain U.S. trademark applications identified in Schedule 1 that these applications were filed on an "intent to use" basis and that in order to fully assign the rights in these applications, Assignor and Assignee expressly affirm that Assignee is the successor to Assignor's business to which the aforementioned U.S. trademark applications pertain and that such business is ongoing and existing and that as such, this Assignment is proper under 15 USC §1060; 37 CFR §3.16, and TMEP 501.01(a).

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:

Assignor hereby assigns to Assignee, its successors, legal representatives or assigns, all of its right, title and interest in, to and under its intellectual property, including but not necessarily limited to the EMS IP, including, but not limited to, the trademarks, including all goodwill associated therewith, with such assignment to further include all of the Assignor's rights to (a) sue for infringement with respect to the EMS IP, 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 Assignee, 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 Assignor had this Assignment not been made.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, United States Copyright Office and with any other agency, office or authority in any and all jurisdictions and countries of the world, so that Assignee's ownership of the Assignor's intellectual property, including but not necessarily limited to the EMS IP is duly made of record so as to establish Assignee as owner of record thereof.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment in the United States Patent and Trademark Office, United States Copyright Office and with any other agency, office or authority in any and all jurisdictions and countries of the world.

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.

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.

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.

**ASSIGNOR:**

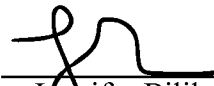
**EMS Studio, LLC**, a California limited liability company

By: **Knock Knock, LLC**, a Delaware limited liability company  
Its: Sole Member

By:  \_\_\_\_\_  
Name: Jennifer Bilik  
Title: CEO

**ASSIGNEE:**

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

By:  \_\_\_\_\_  
Name: Jennifer Bilik  
Title: CEO

**SCHEDULE 1****EMS IP**

(a)

(i)


**Registered Copyrights**

<b><u>Name</u></b>	<b><u>Registration/ Application Number</u></b>	<b><u>Date Filed</u></b>	<b><u>Country</u></b>
[Animal Crowd Gift Bag]	TX 8-460-098	9/18/2017	USA
Broken Objects Empathy Card	TX 8-465-806	9/18/2017	USA
Decree Birthday Card	TX 8-549-706	9/18/2017	USA
Died of Lemons Card	VA 2-029-304	9/29/2015	USA
Don't Know How to Wrap Gift Bag	TX 8-466-829	9/18/2017	USA
July 2017 Wholesale Catalog	TX 8-425-547	7/19/2017	USA
October 2017 Wholesale Supplement	TX 8-549-740	10/9/2017	USA
Everything Happens For A Reason Card	VA 2-029-311	9/29/2015	USA
[Fancy Animals Card]	TX 8-460-191	9/18/2017	USA
Father's Day Mom Card	TX 8-465-851	9/18/2017	USA
Five Stages Empathy Card	TX 8-549-733	9/18/2017	USA
[Fleek Love Card]	TX 8-479-258	9/18/2017	USA
God's Plan Empathy Card	TX 8-549-704	9/18/2017	USA
Got You a Thing Gift Bag	TX 8-466-813	9/18/2017	USA
Happy Birthday Favorite Human Card	TX 8-466-776	9/18/2017	USA
Hard Knocks Empathy Card	TX 8-549-709	9/18/2017	USA
Hogs and Kisses web, et al.	VA 1-969-277	5/10/2015	USA
I Will Not Keep Things Gift Bag	TX 8-466-818	9/18/2017	USA
Ice Cream Freezer Love Card	TX 8-549-716	9/18/2017	USA
[Inappropriate Questions Baby Card]	TX 8-460-099	9/18/2017	USA
[Internet Fabulous Birthday Card]	TX 8-479-250	9/18/2017	USA
It's a Marathon Empathy Card	TX 8-468-624	9/18/2017	USA
Losing Shoes Birthday Card	TX 8-465-814	9/18/2017	USA
Mother's Day Dad Card	TX 8-466-801	9/18/2017	USA

Mother's Day My Everything Card	TX 8-466-792	9/18/2017	USA
Not a Burden Empathy Card	TX 8-466-774	9/18/2017	USA
[Older and Wise Birthday Card]	TX 8-479-246	9/18/2017	USA
OMG You're Done Congrats Card	TX 8-466-778	9/18/2017	USA
Oooh Shiny Card	TX 8-460-179	9/18/2017	USA
[Restaurants Vacations Wedding Card]	TX 8-465-836	9/18/2017	USA
[Road Rise to Meet You Good Luck Card]	TX 8-479-255	9/18/2017	USA
[Sprawled Cat Birthday Card]	TX 8-466-787	9/18/2017	USA
[Stressful Conversation Birthday Card]	TX 8-465-824	9/18/2017	USA
Take Away Your Pain Card	TX 8-466-752	9/8/2017	USA
[Uncomfortable Conversation Valentine Card]	TX 8-468-924	9/18/2017	USA
Empathy Cards	TX 8-174-772	5/10/2015	USA
Jan 2017 Everyday Bravery Pins	1-4330174601	1/11/2017	USA
Jan 2017 Wholesale Catalog	TX 8-368-289	1/10/2017	USA
Look At My Phone Card (2013)	VA 2-029-305	9/29/2015	USA
Greeting Card Collection 2015	TX 8-174-764	5/10/2015	USA
April 2014 Gift Collection	VA 1-909-593	4/18/2014	USA
April 2014 Card Collection	VA 1-908-872	4/18/2014	USA
Jan 2014 Gift Collection	VA 1-909-023	4/18/2014	USA
2013 Tea Towel Collection	VA 1-909-009	4/18/2014	USA
2013 Greeting Card Collection	VA 1-908-880	4/18/2014	USA
Words I Didn't Know I Needed (2013 Art Prints)	VA 1-892-745	8/7/2013	USA

Registered Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Classes</u>
GREETING CARDS FOR THE RELATIONSHIPS WEREALLY HAVE	5,195,679	May 2, 2017	16
MY BETTER HALF	5,313,244	October 17, 2017	14
EMILY MCDOWELL STUDIO and Design	5,491,141	June 12, 2018	9, 14, 16, 18, 21, 35

			
EMILY MCDOWELL STUDIO	5,491,132	June 12, 2018	9, 14, 16, 18, 21, 35

Pending Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Classes</u>
EM STUDIO	88/014,329	June 25, 2018	16, 18
EM STUDIO	88/014,334	June 25, 2018	35
EMILY & FRIENDS	88/147,059	October 8, 2018	16, 21
EMILY & FRIENDS	88/147,061	October 8, 2018	14, 18, 35
EM & FRIENDS	88/178,571	November 1, 2018	16, 21
EM & FRIENDS	88/178,579	November 1, 2018	14, 18, 35

Common Law Trademarks – “Empathy Cards”

(ii) Unregistered Copyrights

<u>Name</u>	<u>Nature of Work</u>	<u>Year Created</u>	<u>Creator</u>
October 2016 Wholesale Supplement	2D art, text	2016	Emily McDowell
May 2016 Wholesale Catalog	2D art, text	2016	Emily McDowell



January 2016 Wholesale Supplement	2D art, text	2016	Emily McDowell
October 2015 Wholesale Supplement	2D art, text	2016	Emily McDowell
May 2015 Wholesale Catalog	2D art, text	2016	Emily McDowell
Jan 2015 Wholesale Catalog (Gifts)	2D art, text	2016	Emily McDowell

Domain Names

1. Websites

- Emilymcdowell.com;
- emilymcdowell.net (forwards to emilymcdowell.com);
- emilymcdowellstudio.com (forwards to emilymcdowell.com);
- emilymcdowellstudio.net (forwards to emilymcdowell.com);
- reallytrulyco.com;
- reallytruly.co;
- reallytruly.com;
- boardofdirectness.com.

2. Social Media

- Instagram: @emilymcdowell\_, @emilymcdowell\_studio (not used), @emily\_mcdowell\_studio (not used)
- Facebook: Facebook.com/emilymcdowellstudio
- Twitter: @emilymcdowell\_
- Pinterest: Pinterest.com/emily\_mcdowell

(iii) See Wholesale Supplements/Catalogs from 2013 – October 2017, attached hereto.

(b)

1. Master License Agreement #116961, dated as of June 2015, by and between Emily McDowell, as Licensor and Papyrus-Recycled Greetings, Inc.

---

<sup>1</sup> NTD: Confirming.