

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT											
NATURE OF CONVEYANCE:	ASSIGNMENT											
CONVEYING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Execution Date</td> </tr> <tr> <td>Susan Matthews Brown (nee Matthews)</td> <td>05/30/2008</td> </tr> </table>		Name	Execution Date	Susan Matthews Brown (nee Matthews)	05/30/2008							
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>The Boppy Company, LLC</td> </tr> <tr> <td>Street Address:</td> <td>1550 17th Street, Suite 500</td> </tr> <tr> <td>City:</td> <td>Denver</td> </tr> <tr> <td>State/Country:</td> <td>COLORADO</td> </tr> <tr> <td>Postal Code:</td> <td>80202</td> </tr> </table>			Name:	The Boppy Company, LLC	Street Address:	1550 17th Street, Suite 500	City:	Denver	State/Country:	COLORADO	Postal Code:	80202
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PROPERTY NUMBERS Total: 2												
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CORRESPONDENCE DATA												
<p>Fax Number: (303)893-1379 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 303-892-7353 Email: pantea.garroussi@dgsllaw.com Correspondent Name: Pantea Garroussi, Davis Graham & Stubbs Address Line 1: 1550 17th Street, Suite 500 Address Line 4: Denver, COLORADO 80202</p>												
ATTORNEY DOCKET NUMBER:	011367-0001											
NAME OF SUBMITTER:	Pantea Garroussi											
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PATENT
 REEL: 021040 FRAME: 0771

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment") is made and entered into as of May 30, 2008, by Susan M. Brown, a resident of the State of Colorado ("Assignor"), The Boppy Company, a Colorado corporation ("Boppy"), and The Boppy Company, LLC, a Colorado limited liability company (formerly known as BAS, LLC) ("Assignee").

RECITALS:

A. Assignor is the controlling shareholder in Boppy, and is the inventor and owner (subject to a security interest in favor of Wells Fargo Bank, NA as recorded at Reel 017663 - Frame 0539) of United States Patents, with registration numbers **5,261,134**, for Infant Support Pillow, and **5,661,861**, for Torso Supporting Methods (collectively, the "Patents").

B. Pursuant to the Amended and Restated License Agreement of June 1, 2006 (the "License Agreement") between Assignor and Boppy, Assignor has granted to Boppy an exclusive license to the Patents.

C. The parties hereto are also signatories to the Acquisition Agreement and Plan of Merger dated April 11, 2008 (the "Merger Agreement"), pursuant to which Boppy will merge, and into BAS, LLC with BAS, LLC as the surviving entity (and shall immediately change its name to The Boppy Company, LLC), and as a condition of the merger, Assignor is required to assign ownership of the Patents to Assignee.

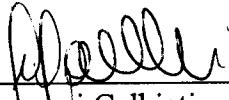
THEREFORE, in consideration of the mutual covenants, promises, agreements and provisions contained herein and in the Merger Agreement, the parties agree as follows:

1. Assignor hereby sells, assigns, conveys, and transfers exclusively to Assignee:
 - a. all right, title and interest, free of any lien, reserved right, or encumbrance, in and to the Patents and to any and all reissues, extensions thereof and any divisional, continuation, continuation-in-part, or substitute application which may be filed on the invention(s) claimed in the Patents, as well as the right to sue for past, current, and future infringement thereof; and
 - b. all worldwide right, title and interest in and to the inventions claimed in the Patents, including the right to seek registration or other intellectual property protection thereon anywhere in the world.
2. Assignor further agrees, without any right to payment or reimbursement, to execute and deliver all documents and instruments reasonably requested by Assignor to evidence, record, or effect any of the foregoing, and to reasonably cooperate with Assignor in any matter, action or proceeding related to the infringement, validity and/or prosecution history of the Patents.
3. This Assignment is irrevocable and is binding on Assignor's heirs, representatives, successors and assigns.
4. The parties hereby agree and acknowledge that execution of this Assignment also concurrently effects termination of the License Agreement.


This Patent Assignment is agreed and executed as of the date first above written.

ASSIGNEE

The Boppy Company, LLC, a Colorado limited liability company

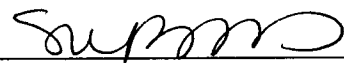
By: 
Name: Giovanni Galbiati
Title: Manager

ASSIGNOR


Susan M. Brown

BOPPY

THE BOPPY COMPANY, a Colorado corporation

By: 
Name: Susan M. Brown
Title: President