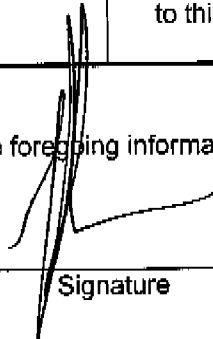


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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p style="padding-left: 20px;">Spillow, Inc.</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Dennis Michael Ciapp Street Address: 4378 Sepulveda Blvd. #207 City: Sherman Oaks State: California ZIP: 91403</p> <p>Name: Greg Cozine Street Address: 1810 South Bentley Ave. #310 City: Los Angeles State: California ZIP: 90025</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures) August 21, 2008</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p><input checked="" type="checkbox"/> Patent No.: 7,089,614 Issue Date: August 15, 2006 <input checked="" type="checkbox"/> Design Patent No.: D518,989 Issue Date: April 18, 2006</p> <p>Additional numbers attached?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: SPLW.000GEN</p>	<p>6. Total number of applications and patents involved: 2</p>
<p>7. Total fee (37 CFR 1.21(h)): \$80</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%;"> <p><u>Michael H. Trenholm</u> Name of Person Signing</p> <p style="margin-top: 10px;">37,743 Registration No.</p> </div> <div style="width: 30%; text-align: center;">  _____ Signature </div> <div style="width: 30%; text-align: center;"> <p style="font-size: 1.5em;">9/5/08</p> _____ Date </div> </div> <p style="text-align: center; margin-top: 20px;">Total number of pages including cover sheet, attachments and document: 4</p>	

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ASSIGNMENT

WHEREAS, Spillow, Inc., a California corporation having offices at 1810 South Bentley Ave #310, Los Angeles, CA 90025 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the following United States issued Letters Patents in the United States (hereinafter "the Patents"):

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
7,089,614	August 15, 2006	BODY PILLOW
Des. 518,989	April 18, 2006	PILLOW

WHEREAS, Dennis Michael Clapp, a United States of America citizen, residing at 4378 Sepulveda Blvd #207, Sherman Oaks, CA 91403 and Greg Cozine, a United States of America citizen, residing at 1810 South Bentley Ave #310, Los Angeles, CA 90025 (hereinafter "ASSIGNEE") desire to purchase the entire right, title, and interest in and to the inventions disclosed in the Patents;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, their successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patents and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patents to ASSIGNEE, their successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, their successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Patents before or after issuance;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, their successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents immediately upon becoming aware of those facts, and that it will testify in any legal

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proceeding involving any of the Patents, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, their successors, legal representatives, and assigns to obtain and enforce the Patents in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of August, 2008

Spillow, Inc.
Spillow, Inc.
By: [Signature]
Name Printed: Dennis Clapp
Title: President
Date: 8/21/08

STATE OF _____ }
COUNTY OF _____ } ss.

On _____, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

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