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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Arlene A. Papa

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) *6/2/09*

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Name: *Tears of Joy Keepsake LLC*

Internal Address: _____

Street Address: *7 Skyline Dr.*

City: *North Caldwell*

State: *NJ*

Country: *USA* Zip: *07006*

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

TBD

B. Patent No.(s)

N/A

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: *Arlene A Papa*

Internal Address: _____

Street Address: *7 Skyline Drive*

City: *North Caldwell*

State: *NJ* Zip: *07006*

Phone Number *(973) 403-1083*

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
check # 3182

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Arlene A. Papa
Signature

6/2/09
Date

Arlene A Papa
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

U.S. PTO
29315171
060209

ASSIGNMENT

This ASSIGNMENT is made and entered into as of this 2nd day of June, 2009 ("Effective Date"), by and between Arlene A. Papa, a citizen of the United States with an address at 7 Skyline Drive, North Caldwell, NJ 07006 ("ASSIGNOR") and Tears of Joy Keepsake LLC, a New Jersey limited liability company with an address at 7 Skyline Drive, North Caldwell, NJ 07006 ("ASSIGNEE").

WHEREAS, ASSIGNOR is an owner of the entire right, title, and interest in, and to and under those United States patent applications identified and set forth on the attached Schedule A; and

WHEREAS, ASSIGNEE wishes to acquire and ASSIGNOR wishes to assign all right, title, and interest in and to the patent applications.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid in hand, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said United States applications and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said inventions in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the

United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks to record ASSIGNEE as the owner of the patent applications identified and set forth in the attached Schedule A, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to ASSIGNEE, as assignee of the entire right, title, and interest in, and to and under the same, for the sole use and enjoyment of ASSIGNEE its successors, assigns or other legal representatives.

ASSIGNOR hereby represents and warrants that, as of the Effective Date, its right, title, and interest in and to the patent applications set forth in Schedule A are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

ASSIGNOR and ASSIGNEE shall use their respective commercially reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper, or advisable under the applicable laws and regulations to consummate and make effective the assignment contemplated by this Assignment. If at any time after the Effective Date any further action is necessary or desirable to carry out the purposes of this

Assignment, the parties hereto shall take or cause to be taken all such necessary action, including without limitation, the execution and delivery of such further instruments and documents as may be reasonably requested by the other party for such purposes or otherwise to consummate and make effective this Assignment, such documents including but not limited to the provision of copies of records and documents in ASSIGNOR's possession or under its control, such as those required to fill in gaps in the chain of title, docket, information regarding local prosecuting counsel, and copies of notices received from outside counsel and registry officials; provided that to the extent not required hereunder, the cost of such action or of such instruments and documents related thereto shall be borne by the party requesting them.

This ASSIGNMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, I hereunto set my hand the day and year set opposite my signature.

Date 6/2/09

Signature Arlene A. Papa

STATE OF)
) ss:
COUNTY OF)

On this 2nd day of June, 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared Arlene A. Papa, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]
Notary Public

