

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3146207

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CARYN PARADIS	12/13/2014
RECEIVING PARTY DATA	
Name:	SENSE TOYS LIMITED
Street Address:	13 BARNSBURY TERRACE
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	N1 1JH
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D632201
CORRESPONDENCE DATA	
Fax Number:	(860)526-9735
<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>	
Phone:	8605269735
Email:	paradis@carynparadis.com
Correspondent Name:	CARYN PARADIS
Address Line 1:	43 MAIN STREET
Address Line 4:	CHESTER, CONNECTICUT 06412
NAME OF SUBMITTER:	CARYN PARADIS
SIGNATURE:	/CarynParadis/
DATE SIGNED:	12/13/2014
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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LICENSE AGREEMENT AND PROPERTY RE-ASSIGNMENT

This License Agreement and Property Re-assignment ("Agreement") is made this 9th day of October, 2014 ("Effective Date") by and between Caryn Paradis, an adult individual whose address is 43 Main Street, Chester, CT, 06412, USA (hereinafter referred to as "Licensor") and Sense Toys Limited, a corporation organized and existing under the laws of England whose principal place of business is located at 13 Barnsbury Terrace, London, N1 1JH, UK (hereinafter referred to as "Licensee and Owner").

WHEREAS, Licensor agrees to transfer ownership of intellectual property and all physical and informational assets associated with the Oh Plah!® Teething Bracelet, including, but not limited to, to the Licensee and Owner:

- The patent on the bracelet
- The trademark Oh Plah!®
- All proprietary manufacturing information, including method, materials and relevant correspondence for the bracelet
- 3 bracelet molds (3 motifs) and one blank mold, ready for engraving, for a new motif introduction
- All product packaging design, collateral and photography
- Contact details and price history for all distributors and trade customers
- Access to and control of the Amazon.com account

Licensor will include a "To whom it may concern" letter to confirm that the Licensee and Owner has full rights to all the above in order to exclusively market, distribute and manufacture product lines utilizing the Product globally through any legal distribution channels Licensee and Owner sees fit.

NOW THEREFORE, in consideration of the foregoing promises, representations, covenants and agreements of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference.
2. **Costs.** Each party shall bear their own legal, accounting and any other transaction related costs.
3. **Definitions.** As used herein, the terms listed below shall have the following meanings:

"Revenue" shall mean the total amount invoiced during the period to third party customers (excluding taxes, duty, postage and packaging) as shown in the accounts of the Licensee and Owner, or any entity owned in portion by any person or entity within the ownership of Licensee and Owner.

"Product" or "Products" shall mean any future product Licensor develops, manufactures, sells, markets, displays based on the OhPlah!® design or other product designs provided to Licensee and Owner by the Licensor, including any extension or variation of the existing design, whether known or unknown, and whether or not currently in existence as of the Effective Date of this Agreement, such Products, include, but are not limited to a child's sized teething bracelet.

4. Exclusive Ownership.

(a) Commencing on the Effective Date of this Agreement, Licensor hereby grants to Licensee and Owner the complete, unencumbered, and exclusive ownership of the Oh Plah!® Teething Bracelet.

(b) In addition to such rights stated in part (a) of this Paragraph, Licensee and Owner shall have the right, but not the obligation, to assert, and to defend against any actual or threatened infringement of the Product, copyrights and/or trademarks.

5. Ownership and Royalty Payments and Incurred Expenses.

(a) In exchange for the assets as stated above, the Licensee and Owner agrees to pay the Licensor a lump sum of \$13,500 USD, and 3% of revenue on all sales of newly manufactured product based on the OhPlah!® Teething Bracelet. Should the Licensee and Owner sell or receive value for the transfer of ownership of the OhPlah!® Teething Bracelet within 6 months they will pay the Licensee and Owner 3% of gross profit from this transaction.

(b) Payment of the lump sum amount shall be made in two equal payments, payable within 2 weeks of receipt of assignment of trademark, patent etc., and then 30 days after first payment.

(c) Royalty payments shall be made quarterly, within 30 days of the end of each quarter, with a minimum threshold of \$100 USD.

(d) Licensor agrees to be available to the Licensee and Owner with an allowance of one hundred and fifty hours to help to establish manufacturing with a new manufacturer, modify packaging, direct photo shoots, update or develop new collateral, attend tradeshow, and help bring the additional products to market, oversee new tooling to manufacture in China or elsewhere. Licensor will invoice Licensee and Owner an hourly fee of \$75 for additional hours performing tasks as described above. Licensee and Owner agrees to pay for any costs related to travel that the Licensor incurs in the tasks as described above. All additional hours or costs are to be agreed in advance.

(e) Licensee and Owner agrees to retain the Licensor in the development of additional Oh Plah!® products. Licensee and Owner agrees to pay Licensor a lump sum of \$10,000 USD, and 3% of revenue for each new product developed for Licensee and Owner, with the terms as stated in 5.a and 5.c.

6. Copyright, Patent, and Trademark Notices. Upon completion of this agreement, Licensee and Owner shall at all times be the sole owner of all copyrights associated with the Product. Licensor will be deemed to have assigned, transferred and conveyed to Licensee and Owner all trade rights, equities, good will, titles or other rights in and to the Oh Plah!® Teething Bracelet, which may have been attained by the Licensor. Any such transfer shall be made in exchange for the consideration provided for by this Agreement.

7. Covenants and Representations and Warranties of Licensor.

(a) Licensor represents and warrants to Licensee and Owner that she is the owner of all copyrights of the Product and is the sole author of the Product furnished to Licensee and Owner, that said copyrights have not in any way been previously assigned or granted away, that said Products are original, do not violate any rights, including trademark, copyrights, or other licensed rights of any Person, and that Licensor has no knowledge of any claim to the contrary.

(b) Neither Licensor nor Licensee and Owner will exchange confidential information or engage in discussions relating to or which may lead to the sale of Oh Plah![®] and related assets prior to the earlier of the Completion date or Termination. Following completion of the transaction, Licensee and Owner agrees not to compete in any way (including but not limited to design, consultancy, advice, manufacturing or sale) with the Licensee and Owner in relation to chewable products or any further product designs provided to Licensee and Owner by the Licensor.

(c) Licensor hereby agrees that, for the life of this Agreement, she will not create and/or provide directly competitive products to another manufacturer or distributor without giving the right of first refusal to Licensee and Owner.

(d) These representations and warranties shall survive the termination of this Agreement.

8. Covenants and Representations and Warranties of Licensee and Owner.

(a) The Licensee and Owner represents and warrants to the Licensor that it has full corporate power and authority to enter into and perform this Agreement and that this Agreement has been fully and validly authorized by all necessary corporate action.

(b) Licensee and Owner agrees to use reasonable efforts to market, distribute and promote the Products.

(c) It is herein acknowledged that Licensee and Owner has not made any representations and/or warranties to Licensor regarding minimum sales and/or royalty payment guarantees except as outlined in this agreement.

(d) Licensee and Owner hereby agrees to indemnify Licensor, her Affiliates, agents, assigns and Licensee and Owners from all reasonable costs, losses, liabilities and damages (including reasonable attorneys' fees) arising from or related to any proven misrepresentation or breach of any of the foregoing representations and warranties or any of his agreements or covenants contained in this Agreement.

(e) These representations and warranties shall survive the termination of this Agreement.

9. Term Of Agreement.

(a) Either party will have the right to terminate this agreement if the transaction is not completed by 31 October 2014.

(b) Completion, including transfer of all rights and assets and payment of the Initial Consideration shall occur within 12 weeks of the Effective Date.

(c) Each party will have the right to appoint an auditor to confirm the level of Revenues. If the audit confirms that Revenues have been mis-reported by more than 2% then the party requesting the audit is entitled to require that the Commission is adjusted accordingly and the other party will bear the costs of this audit and any consequent professional fees incurred by both parties.

10. Default. If either party materially breaches any obligation under the terms of this Agreement, the non-breaching party shall provide written notice of such breach to the breaching party. The non-breaching party shall have thirty (30) days to cure such breach before an event of default has occurred. If the Licensee and Owner is in default, the Licensor shall have the option of canceling this Agreement upon ten (10) days written notice to the breaching party. If the Licensor cancels this Agreement pursuant to the terms of this Paragraph, Licensee and Owner must immediately pay all royalties due and owing and the Licensor will have the option to buy back ownership of the intellectual property and all physical and informational assets associated with the Oh Plah!® Teething Bracelet and any new Product developed under this Agreement for \$10,000 USD within thirty (30) days of the event of default. If the Licensor is in default, the royalty agreement in 5.a will cease for all sales following the date of the written notice of breach, but all other clauses of this agreement apart from 5.e will remain in force.

11. Indemnification. Licensee and Owner agrees to obtain, at its own expense, product liability insurance for at least \$1,000,000 combined single unit covering Licensee and Owner against claims, suits, loss or damage arising out of any alleged defect in Products associated with the this contract. The Licensor will maintain any necessary professional indemnity insurance to cover their activities under this agreement.

12. Binding Effect, No Partnership. This Agreement shall be binding upon the successors and assignees of the parties hereto. Nothing contained in this Agreement shall be construed to place the parties in the relationship of legal representatives, partners, or joint venturers. This Agreement does not provide Licensor or Licensee and Owner with any power to bind or obligate the other in any manner whatsoever.

13. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Connecticut, utilizing the US District Court in Hartford, Connecticut.

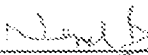
15. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

16. Entire Agreement. This Agreement represents the entire agreement of the parties hereto. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any of the parties which are not expressly set forth in this Agreement. Any and all agreements between the parties, in existence as of the Effective Date of this Agreement, shall terminate upon the signing of this Agreement.

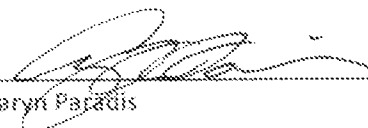
17. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Signatures exchanged by facsimile shall be deemed to constitute original, manually-executed signatures and shall be fully binding.

18. Notices. Any notices required or permitted to be given under this Agreement shall be treated as served on the day indicated by a signed proof of receipt, or the next working day where receipt is after 16:00 hours or on a day that is not a working day, if addressed to the party to be notified as its address shown at the beginning of this Agreement, or at such other address as may be furnished in writing to the notifying party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first indicated above.



LICENSEE: SenseToys Limited



LICENSOR: Caryn Paradis

DATE: 9 October 14 DATE: 10.9.14