

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONTRIBUTION AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MOBILITY BRIDGE CAPITAL, LLC	12/07/2015
RECEIVING PARTY DATA	
Name:	PINT SIZE HEROES, LLC
Street Address:	15260 VENTURA BOULEVARD, 20TH FLOOR
City:	SHERMAN OAKS
State/Country:	CALIFORNIA
Postal Code:	91403
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8468723
Application Number:	13918929
Application Number:	61135585
CORRESPONDENCE DATA	
Fax Number:	(310)746-9820
<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>	
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Address Line 4:	SHERMAN OAKS, CALIFORNIA 91403
ATTORNEY DOCKET NUMBER:	MOBILITY/PINT SIZE HEROES
NAME OF SUBMITTER:	KONRAD GATIEN
SIGNATURE:	/s/
DATE SIGNED:	02/12/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 8	
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CONTRIBUTION AGREEMENT

This Contribution Agreement (this "*Agreement*") is entered into as of December 7, 2015 (the "*Effective Date*"), by and between Pint Size Heroes, LLC, a Delaware limited liability company (the "*Company*"), and Mobility Bridge Capital, LLC, a California limited liability company ("*Mobility*").

RECITALS

WHEREAS, Mobility made a secured loan to Tilag Brands, LLC ("*Tilag*"), pursuant to that certain Secured Revolving Promissory Note (the "*Note*"), dated as of December 20, 2011, executed by Tilag in favor of Mobility;

WHEREAS, Tilag's obligations under the Note were secured by Tilag's assets pursuant to that certain Pledge and General Security Agreement (the "*Security Agreement*"), dated as of December 20, 2011, by and between Tilag and Mobility;

WHEREAS, Tilag defaulted under the Note, and Mobility foreclosed on the Collateral (as defined in the Security Agreement), including, without limitation, the Collateral described on Schedule 1 attached hereto;

WHEREAS, on August 25, 2014 (the "*Disposition Date*"), Mobility acquired the Collateral at a disposition sale as evidenced by that certain Bill of Sale Following Foreclosure, dated as of August 25, 2014; and

WHEREAS, Mobility desires to contribute the Collateral and the other assets described below to the Company in consideration for units representing a limited liability company membership interest in the Company (the "*Units*"), on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, the parties hereto hereby agree as follows:

1. Contribution of Assets. On the terms and subject to the conditions set forth in this Agreement, as of the Effective Date, Mobility hereby contributes, transfers, assigns, conveys and delivers to the Company, and the Company does hereby acquire and accept, all of Mobility's right, title and interest in, to and under (a) the Collateral and (b) [REDACTED] (collectively, the "*Contributed Assets*").

2. Issuance of Units; Operating Agreement. As consideration for the contribution of the Contributed Assets set forth in Section 1, the Company hereby issues to Mobility 750,000 Units. In connection with the issuance of the Units pursuant to this Section 2, Mobility shall execute and deliver to the Company that certain Operating Agreement of the Company to be entered into by and among the members of the Company (the "*Operating Agreement*").

3. Representations and Warranties of Mobility. Mobility hereby represents and warrants to the Company that the following statements are true and correct as of the date hereof:

(a) Ownership and Transfer of the Contributed Assets. Mobility has valid, good and marketable title to all of the Contributed Assets, and the Contributed Assets are free and clear of all liens. Mobility has the unrestricted right to contribute, sell, transfer, assign, convey and deliver to the Company all right, title and interest in and to the Contributed Assets without penalty or other adverse consequences.

(b) Legend. Mobility understands that if the Units are certificated, any certificate representing the Units issued hereby shall bear a legend substantially in the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”). THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE DISTRIBUTION THEREOF. THESE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (I) A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO THESE SECURITIES, OR (II) AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.”

4. Further Assurances. Each of the parties to this Agreement agree to execute any and all documents and instruments of transfer, assignment, assumption or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement, including, without limitation, the execution and delivery of such endorsements, assignments, and other good and sufficient instruments of conveyance, transfer and assignment as shall be necessary to vest in the Company good title in and to the Contributed Assets (including, without limitation, any Collateral that Mobility acquires after the Effective Date).

5. Entire Agreement. This Agreement and the Operating Agreement constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

8. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

9. Amendment and Modification; Waiver. This Agreement may only be amended, modified

or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10. Costs and Expenses. The Company shall reimburse Mobility for the reasonable legal and out-of-pocket fees and expenses, including, without limitation, fees and expenses of Stubbs, Alderton & Markiles, LLP as counsel to Mobility, incurred by Mobility with respect to the formation of the Company and the negotiation, execution, delivery and performance of this Agreement, the Operating Agreement and other documents related to the formation of the Company.

11. Governing Law; Venue. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, notwithstanding the conflicts of law principles thereof. Each party hereto hereby consents to the jurisdiction of the state and federal courts sitting in the State of Delaware in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each party hereto further agrees that personal jurisdiction over it may be effected by service of process by registered or certified mail addressed as provided in the Operating Agreement, and that when so made shall be as if served upon it personally within the State of Delaware.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A digital reproduction, portable document format (".pdf") or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via *DocuSign* or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement as of the Effective Date.

COMPANY:

PINT SIZE HEROES, LLC,
a Delaware limited liability company

By: 

Name: *Damien Petty*

Its: *Manager*

MOBILITY:

MOBILITY BRIDGE CAPITAL, LLC,
a California limited liability company

By: 

Name: *Damien Petty*

Its: *V.P.*

SCHEDULE 1

COLLATERAL

All right, title, and interest of Tilag in and to all of the following property of the Tilag:

All Intellectual Property of Tilag, consisting primarily of intellectual property related to the Shupeas brand of baby shoes. "*Intellectual Property*" means, collectively, all Copyright Collateral, all Patent Collateral, and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how, and trade secrets; (b) all licenses or user or other agreements granted to Tilag with respect to any of the foregoing, in each case whether now or hereafter owned or used; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, splash screens, films, masters, and artwork; (d) all field repair data, sales data, and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records, or data; and (f) all licenses, consents, permits, variances, certifications, and approvals of governmental agencies held by Tilag as of the Disposition Date.

All Goods, including Inventory, of Tilag, which includes:

- i. 8,634 pairs of baby shoes presently located at a warehouse belonging to Andrews Air Corporation d/b/a Mainfreight San Francisco ("*Mainfreight*");
- ii. 1,940 pairs of baby shoes presently located at Mainfreight's warehouse in Shenzhen, China;
- iii. 3,200 pairs of work in progress baby shoes, presently located in Mainfreight's warehouse in Shenzhen China; and
- iv. Up to 500 pairs of baby shoes believed to be located at 25435 Prado De Las Calabasas Calabasas, CA 91302, or otherwise in the possession or control of Galit Harari.

All remaining property of Tilag not otherwise included above as follows:

- i. Accounts receivable and other Accounts;
- ii. Chattel Paper and rights to receive monies included thereby;
- iii. Commercial Tort Claims;
- iv. Deposit Accounts;
- v. Documents;
- vi. Equity Collateral;
- vii. General Intangibles (excluding Intellectual Property);
- viii. Equipment;
- ix. Instruments and rights to receive monies included thereby;
- x. Investment Property, including Commodity Accounts and Commodity Contracts;
- xi. Letter-of-Credit Rights;

- xii. Notes;
- xiii. other tangible and intangible personal property and Fixtures of Tilag;
- xiv. to the extent related to any property described above, all books, correspondence, loan files, records, invoices, and other papers, including without limitation all tapes, cards, computer runs, and other papers and documents in the possession or under the control of Tilag or any computer service company from time to time acting for Tilag; and
- xv. cash and non-cash Proceeds of any and all of the foregoing, (excluding cash accounts).

“*Account*” has the meaning given such term in Section 9102(a)(2) of the UCC.

“*Chattel Paper*” has the meaning given such term in Section 9102(a)(11) of the UCC.

“*Commercial Tort Claim*” has the meaning given such term in Section 9102(a)(13) of the UCC.

“*Commodity Account*” has the meaning given such term in Section 9102(a)(14) of the UCC.

“*Commodity Contract*” has the meaning given such term in Section 9102(a)(15) of the UCC.

“*Copyright Collateral*” means all Copyrights, owned by Tilag.

“*Copyrights*” means all copyrights, copyright registrations, and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present, and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

“*Deposit Account*” has the meaning given such term in Section 9102(a)(29) of the UCC.

“*Documents*” has the meaning given such term in Section 9102(a)(30) of the UCC.

“*Equipment*” has the meaning given such term in Section 9102(a)(33) of the UCC.

“*Equity Collateral*” shall mean Pledged Equity and Pledged Equity Proceeds.

“*Fixtures*” has the meaning given such term in Section 9102(a)(41) of the UCC.

“*General Intangibles*” has the meaning given such term in Section 9102(a)(42) of the UCC.

“*Goods*” has the meaning given such term in Section 9102(a)(44) of the UCC, and shall include Motor Vehicles.

“*Inventory*” has the meaning given such term in Section 9102(a)(48) of the UCC.

“*Investment Property*” has the meaning given such term in 9102(a)(49) of the UCC.

“*Instruments*” has the meaning given such term in Section 9102(a)(47) of the UCC.

“Letter-of-Credit Right” has the meaning given such term in Section 9102(a)(51) of the UCC.

“Motor Vehicles” shall mean motor vehicles, tractors, trailers, and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

“Notes” shall mean all Promissory Notes or other debt instruments (including, without limitation, bonds and debentures of any nature whatsoever) from time to time issued to, or held by, Tilag.

“Patent Collateral” means all Patents, owned by Tilag.

“Patents” means all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, all income, royalties, damages, and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present,

“Pledged Equity” means (i) the shares of stock of, or partnership and other ownership interest in, any entity, and (ii) all ownership interests of any class or character of a successor entity formed by or resulting from a consolidation or merger in which any such issuer is not the surviving entity; in each case, whether now or hereafter owned by Tilag, together with any certificates evidencing of the foregoing.

“Pledged Equity Proceeds” shall mean all shares, securities, moneys, or property representing a dividend on any of the Pledged Equity, or representing a distribution or return of capital upon or in respect of the Pledged Equity, or resulting from a split-up, revision, reclassification, or other like change of the Pledged Equity or otherwise received in exchange therefor, and any subscription warrants, rights, or options issued to the holders of, or otherwise in respect of, the Pledged Equity.

“Proceeds” has the meaning given such term in Section 9102(a)(64) of the UCC.

“Promissory Notes” has the meaning given such term in Section 9102(a)(65) of the UCC.

“Securities” has the meaning given such term in Section 8102(a)(15) of the UCC.

“Securities Account” has the meaning given such term in Section 8501(a) of the UCC.

“Trademark Collateral” means all Trademarks owned by Tilag. Notwithstanding the foregoing, the Trademark Collateral does not include any Trademark that would be rendered invalid, abandoned, void, or unenforceable by reason of its being included as part of the Trademark Collateral.

“Trademarks” mean all trade names, trademarks and service marks, logos, domain names, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present, and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the

business connected with the use of, and symbolized by, each such trade name, trademark, and service mark.

“*UCC*” means the Uniform Commercial Code as in effect in the State of California from time to time.