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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Quality Products, Inc.		05/06/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	First Quality Baby Products, LLC
Street Address:	80 Cuttermill Road
City:	Great Neck
State/Country:	NEW YORK
Postal Code:	11021
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2881901	CUTIES

CORRESPONDENCE DATA

Fax Number: (212)336-8001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-336-8000

Email: ptodocket@arelaw.com

Correspondent Name: Kenneth P. George, Esq.

Address Line 1: 90 Park Avenue

Address Line 2: AMSTER, ROTHSTEIN & EBENSTEIN LLP

Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	34304/36
NAME OF SUBMITTER:	Holly Pekowsky
Signature:	/Holly Pekowsky/
Date:	05/13/2009

900133907 TRADEMARK REEL: 003986 FRAME: 0121 Total Attachments: 1

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TRADEMARK REEL: 003986 FRAME: 0122

U.S. TRADEMARK ASSIGNMENT

WHEREAS, FIRST QUALITY PRODUCTS, INC., a New York corporation, having an office and place of business at 80 Cuttermill Road, Suite 409, Great Neck, New York 11021 ("Assignor") is the owner of the trademark CUTIES (the "Mark"), and the related U.S. Trademark Registration No. 2,881,901 (the "Registration"); and

WHEREAS, FIRST QUALITY BABY PRODUCTS, LLC, a Delaware limited liability company, having an office and place of business at 80 Cuttermill Road, Suite 409, Great Neck, New York 11021 ("Assignee") desires to acquire all of Assignor's right, title and interest in and to the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns unto Assignee, its successors and assigns, the entire right, title and interest in and to the Mark (including, without limitation, the Registration), together with the goodwill of the business connected with and symbolized by the Mark, and all income, royalties, damages and payments now or hereafter due or payable in respect to the Mark and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement and/or dilution of the same.

		FIRST	QUALITY PRODUCTS	, INC.
Executed as of MM 6	_, 2009	Ву	Name: Title: President	6

ACKNOWLEDGMENT

STATE OF NEW YORK)		
COUNTY OF Notice) ss.:		
On this he day of May 2000	before me some Nelse Deur hi	1
On this day of Mry, 2009, stated that he is the Vierdom of First Qua	ility Products, Inc. and acknowledged that	no he
executed the above instrument as the act at full authority to do so.	nd deed of First Quality Products, Inc. w	rith
•		
ARYEH L. CIMENT		

NOTARY PUBLIC - STATE OF NEW YORK
NO. 02C16109350
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAY 3, 20_____

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RECORDED: 05/13/2009

TRADEMARK REEL: 003986 FRAME: 0123