

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
Honestbaby, Inc.		03/15/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	The Honest Company		
Street Address:	1550 17th Street		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3492375	HONESTBABY	
Registration Number:	3444412	HONESTBABY CELEBRATING THE IMPERFECT JOURNEY OF PARENTING	
CORRESPONDENCE DATA			
Fax Number:	(949)475-4754		
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	41952-00002		
NAME OF SUBMITTER:	Stephanie S. Kann		

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Signature:	/stephanie s. kann/
Date:	03/20/2012
Total Attachments: 5 source=Honestbaby - Trademark Assignment (Executed)#page1.tif source=Honestbaby - Trademark Assignment (Executed)#page2.tif source=Honestbaby - Trademark Assignment (Executed)#page3.tif source=Honestbaby - Trademark Assignment (Executed)#page4.tif source=Honestbaby - Trademark Assignment (Executed)#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT made as of the 15th day of March, 2012, by and between Honestbaby, Inc., a New York corporation (“**Assignor**”), and The Honest Company, a California corporation (“**Assignee**”).

WHEREAS, Assignor owns common law trademark and service mark rights in the “HONESTBABY” mark and owns the United States trademark registrations listed on Schedule A hereto (such common law rights and registrations and all other rights of Assignor with respect to the “HONESTBABY” mark anywhere in the world being collectively referred to as the “**Trademarks**”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, of even date herewith (the “**Purchase Agreement**”);

WHEREAS, the Purchase Agreement provides that (i) Assignor shall assign, transfer, convey and deliver to Assignee and (ii) Assignee shall acquire, all of the right, title and interest of Assignor in, to and under the Trademarks, all upon the terms and subject to the conditions set forth therein;

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest of Assignor in, to and under the Trademarks, including any goodwill appurtenant thereto or symbolized thereby; and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor’s right, title and interest in, to and under the Trademarks, including any goodwill appurtenant thereto or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and the mutual covenants contained herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee, in perpetuity, any and all of Assignor’s right, title and interest in, to, and under (i) the Trademarks, including all registrations therefor and renewals thereof and all goodwill appurtenant thereto or symbolized thereby and (ii) all claims, defenses, judgments, rights (including all rights to sue and bring other claims and damages, including attorneys’ fees and expenses) therefrom or lost profits in connection therewith and remedies at law or in equity, or causes of action of Assignor or any of its affiliates, to the extent relating to any of the Trademarks, including claims relating to the infringement, misappropriation, dilution or other violation or wrongful use of any of the Trademarks, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives (together, the “**Assigned Rights**”).

2. Assignor will, without additional consideration, execute promptly such further documents as are reasonably requested by Assignee and necessary to effect and record the above assignment, including any such documents required by the applicable registrar or other

authority to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee.

3. Assignor authorizes the various national and multinational intellectual property offices, as the case may be, to record the Trademarks as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.

4. Assignee, its successors and assigns, shall hold all right, title and interest in and to the Assigned Rights for and during the existence of the term and life of such Assigned Rights, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

5. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is not intended to convey any greater or lesser rights to, or place any greater or lesser burden on, any of the parties than are described in or contemplated by the Purchase Agreement, and in the event the terms of this Assignment conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. Assignee's and Assignor's remedies with respect to any claim arising from a breach of this Assignment shall be as set forth in the Purchase Agreement and subject to the limitations, qualifications and procedures set forth therein.

6. This Assignment may not be amended, modified or terminated except by an instrument, in writing, executed by the parties hereto.

7. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

8. This Assignment and all disputes or controversies arising out of or relating to this Assignment shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of California.

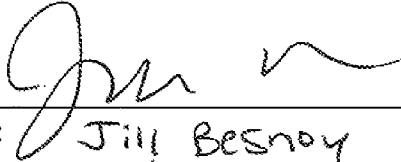
9. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart. This Assignment shall become effective when each party to this Assignment shall have received counterparts signed by all of the other parties.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR

HONESTBABY, INC.

By: 
Name: Jill Besnoy
Title: president

ASSIGNEE

THE HONEST COMPANY, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR

HONESTBABY, INC.

By: _____
Name:
Title:

ASSIGNEE

THE HONEST COMPANY, INC.

By:  _____
Name: Brian Lee
Title: Chairman

SCHEDULE A

TRADEMARKS

U.S. Trademark and Service Mark Registration No. 3,492,375 for HONESTBABY

U.S. Trademark and Service Mark Registration No. 3,444,412 for HONESTBABY
CELEBRATING THE IMPERFECT JOURNEY OF PARENTING & Design