

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
Todobebe, Inc.		12/21/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TDBB Holdings, LLC
Street Address:	2425 Olympic Boulevard
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85319965	ALL THINGS BABY
Serial Number:	85254639	TODOFAMILIA
Serial Number:	85254632	TODOFAMILIA
Serial Number:	85153558	VIVA LA FAMILIA
Serial Number:	85083258	¡VIVA LA MAMÁ!
Serial Number:	77795322	TODOBEBE
Serial Number:	77769786	MÁS CON MENOS
Serial Number:	77397875	VIVA LA FAMILIA
Serial Number:	77342314	VIVA LA FAMILIA
Serial Number:	77342346	TODOBEBÉ VIVA LA FAMILIA
Serial Number:	78579443	TODOBEBE
Serial Number:	78504558	TODOBEBE
Serial Number:	78454440	AHORA LOS BEBÉS VIENEN CON UN MANUAL DE INSTRUCCIONES
Serial Number:	78363302	TODOBEBE

TRADEMARK

CH \$365.00 85319965

CORRESPONDENCE DATA

Fax Number: 4045818330

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4045818052

Email: rcampbell@jonesday.com

Correspondent Name: Richard Campbell

Address Line 1: 1420 Peachtree St., Suite 800

Address Line 4: Atlanta, GEORGIA 30324

ATTORNEY DOCKET NUMBER:	105217-605002
NAME OF SUBMITTER:	Richard U. Campbell
Signature:	/Richard U. Campbell/
Date:	01/08/2013

Total Attachments: 11

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Assignment of Servicemarks and Trademarks

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 21st day of December, 2012, by Todobebe, Inc., a Delaware corporation ("Assignor"), to TDBB Holdings, LLC, a Delaware limited liability corporation ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of December 21, 2012 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets, including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under Assignor's registered and unregistered servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, for and in exchange for the payment of the purchase price set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used but not defined herein have the meanings set forth in the Agreement.
2. Assignment. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby including without limitation all income, royalties or payments due or payable as of the date hereof or thereafter arising thereunder, including, without limitation, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made, to Assignor's knowledge and except as otherwise set forth in the Agreement or any Schedule thereto, free and clear of any Encumbrances.
3. No Use of Trademarks by Assignor. Assignor, for itself and on behalf of its respective successors and assigns, covenants not to use, apply for, or register any of the Marks or use, apply for, or register any variation of the Marks or any word, design, domain name, or logo likely to be similar or confusingly similar with the Marks, for any purpose in the United States or in any other jurisdiction.
4. Binding Effect; Third-Party Beneficiaries. This Assignment of Servicemarks and Trademarks shall be binding upon and inure to the benefit of Assignee and its respective heirs, successors and permitted assigns. Nothing in this Assignment of Servicemarks and Trademarks, expressed or implied, is intended or shall be construed to confer upon any Person other than the parties hereto and their successors

and assigns any right, remedy or claim under or by reason of this Assignment of Servicemarks and Trademarks.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

Todobebe, Inc., a Delaware corporation

By: [Signature]
Name: BRADLEY S. SCHEP
Title: GENERAL MANAGER

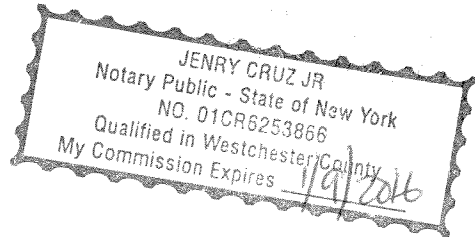
STATE OF NEW YORK)
COUNTY OF Westchester)

On 12/24/12, before me, JERRY CRUZ, JR., a Notary Public, personally appeared Bradley Schep, personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public



IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

TDBB Holdings, LLC, a Delaware limited liability company

By: [Signature]
Name: Walter F. Ulloa
Title: President & CEO & Secretary

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, a Notary Public, personally appeared _____ personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

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