

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/20/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dynamic Brands, LLC		11/22/2013	LIMITED LIABILITY (Virginia) COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	Baby Jogger, LLC
Street Address:	8575 Magellan Parkway, Suite 1000
City:	Ricmond
State/Country:	VIRGINIA
Postal Code:	23227
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES (Virginia)

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1342477	BABY JOGGER
Registration Number:	3261933	BABY JOGGER
Registration Number:	1677528	JOGGER
Registration Number:	3805629	KIDADDLE
Registration Number:	3776174	KIDADDLE
Registration Number:	2179868	

CORRESPONDENCE DATA

Fax Number: 8046971339  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 804-697-2244  
 Email: trademarks@troutmansanders.com  
 Correspondent Name: Anne Hampton Andrews

OP \$165.00 1342477

Address Line 1: 600 Peachtree Street, N.E.  
Address Line 2: Bank of America Plaza, Suite 5200  
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:

017981.1

NAME OF SUBMITTER:

Anne Hampton Andrews

Signature:

/Anne Hampton Andrews/

Date:

12/30/2013

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, is entered into by and between Dynamic Brands, LLC , a Virginia limited liability company, ("Assignor"), with an address at 2701 Emerywood Parkway, Suite 101, Richmond, Virginia, 23294, USA and Baby Jogger, LLC, a Virginia limited liability company ("Assignee"), with an address at 8575 Magellan Parkway, Suite 1000, Richmond, Virginia 23227, USA. The Assignor gives permission for this Assignment of Trademarks agreement to be recorded in the official register.

WHEREAS, Assignor confirms the assignment to Assignee, and Assignee confirms the acquisition from Assignor, under the Asset Sale Agreement of April 20, 2012, all of its infant and juvenile products business assets, including strollers, bicycle trailers, and related accessories as well as its intellectual property ("Asset Sale"); and

WHEREAS, the trademarks which are the subject of this assignment pertain to infant and juvenile products manufactured by the Assignor prior to such Asset Sale and was intended to transfer with such sale; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire and assume from Assignor, *nunc pro tunc*, retroactive to the date of the Asset Sale, all of Assignor's right, title and interest in and to the Registered trademarks set forth on Exhibit A attached hereto and incorporated herein by reference, together with the goodwill of the business symbolized by the trademarks (the "Marks").

NOW THEREFORE, for and in consideration of the Asset Sale, and the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby conveys, sells, transfers, assigns and delivers to Assignee, its successors and assigns, all the right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks.
2. Assignee shall have all right to extend, renew, maintain, defend and enforce the Marks in its own name in the United States and any foreign country, and Assignor hereby agrees, at Assignee's sole cost and expense, to execute any documents and perform any acts to enable and assist Assignee to register this Assignment, extend, renew, maintain, defend and enforce the Marks and to confirm or record this Assignment in the United States and any foreign country.
3. Assignor hereby assigns to Assignee, its successors and assigns all causes of action and claims of infringement of the Marks under the trademark laws of the United States, foreign countries and international trademark conventions and treaties that have accrued to Assignor as of the date hereof.
4. Assignor agrees that this Assignment shall have effect as of the date of the Asset Sale, *nunc pro tunc*.

5. Assignor hereby agrees that this Assignment shall be binding upon its successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed.

DYNAMIC BRANDS, LLC

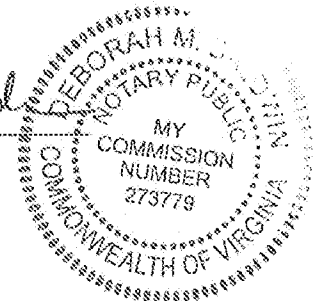
By: [Signature]  
Leighton Klevana  
Chief Executive Officer

Date: 11/22/13

Commonwealth of Virginia )  
City of Richmond )  
County of Richmond )

The foregoing instrument was acknowledged before me by LEIGHTON KLEVANA on November 22, 2013.

[Signature]  
Notary Public



My commission expires 9/30/2015

BABY JOGGER, LLC

By: [Signature]  
Mark Zehfuss  
Chief Executive Officer

Date: 12/2/13

Commonwealth of Virginia )  
County of Henrico )

The foregoing instrument was acknowledged before me by MARK ZEHFUSS on  
November ~~\_\_\_\_\_~~, 2013.

December 2, 2013

*Lisa Marie Leahy*  
Notary Public

My commission expires \_\_\_\_\_

4/30/2017



Lisa Marie Leahy  
Commonwealth of Virginia  
Notary Public  
Commission No. 7565283  
My Commission Expires 4/30/2017

EXHIBIT A

Mark	Jurisdiction	Registration Number
BABY JOGGER	United States	1,342,477
BABY JOGGER & Design	United States	3,261,933
JOGGER	United States	1,677,528
KIDADDLE	United States	3,805,629
KIDADDLE	United States	3,776,174
MISCELLANEOUS DESIGN (TRIANGULAR UPPER FRAME)	United States	2,179,868
BABY JOGGER & Design	International Registration Under the Madrid System	858275
BABY JOGGER	Australia	1,295,572

BABY JOGGER Logo	Australia	1,295,573
BABY JOGGER	Norway	200565
BABY JOGGER	Canada	TMA342,354
BABY JOGGER	Canada	TMA774,982
BABY JOGGER & Design	Canada	TMA662,408
BABY JOGGER & Design	Canada	TMA774,848
BABY JOGGER	Germany	1131649
BABY JOGGER	Taiwan	1510999
BABY JOGGER & Design	Taiwan	1510998
Misc. Stroller Design	Taiwan	816763
BABY JOGGER	Switzerland	493954
BABY JOGGER	European Union	390427
JOGGER	European Union	390443
BABY JOGGER	Israel	227636

BABY JOGGER (Stylized)	Israel	233358
BABY JOGGER	Argentina	2503014
BABY JOGGER & Design	Argentina	2503015