

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maverick Brands, LLC		05/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Yabon Baby Corporation		
Street Address:	1111 Brickell Avenue, 11th Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4265612	NATURE'S CHILD	
CORRESPONDENCE DATA			
Fax Number:	8584583000		
<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>			
Phone:	8584583000		
Email:	ryane@paulhastings.com		
Correspondent Name:	Ryan M. Enchelmayer		
Address Line 1:	P.O. Box 919092		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
ATTORNEY DOCKET NUMBER:	77907.00007		
NAME OF SUBMITTER:	Ryan M. Enchelmayer		
SIGNATURE:	/Ryan M. Enchelmayer/		
DATE SIGNED:	07/24/2014		
Total Attachments: 5			
source=Project Maverick - Yabon Assignment of Trademark - EXECUTED(110246505_1) (3)#page1.tif			
source=Project Maverick - Yabon Assignment of Trademark - EXECUTED(110246505_1) (3)#page2.tif			
source=Project Maverick - Yabon Assignment of Trademark - EXECUTED(110246505_1) (3)#page3.tif			
source=Project Maverick - Yabon Assignment of Trademark - EXECUTED(110246505_1) (3)#page4.tif			

CH \$40.00 4265612

TRADEMARK

ASSIGNMENT OF TRADEMARK RIGHTS

Maverick Brands, LLC, a Delaware limited liability company having a place of business at 2400 Wyandotte Street, Suite B103, Mountain View, California 94043 (“**Assignor**”), has used and is using the trademark identified on Schedule A and is the owner of the trademark registration identified on Schedule A, including the goodwill of the business connected with the use of, and symbolized by, said mark.

1. In consideration of mutual promises provided in this Assignment of Trademark Rights (this “**Assignment**”) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Yabon Baby Corporation, a Delaware corporation having a place of business at 1111 Brickell Avenue, 11th Floor, Miami, Florida 33131 (“**Assignee**”), (a) all of Assignor’s right, title and interest in and to the trademark registration listed on Schedule A and the trademark which is the subject thereof (the “**Mark**”), together with the goodwill of the business connected with the use of, and symbolized by, said Mark, including all common law rights and trademark registration for the Mark, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment of Trademark Rights had not been made; and (b) all rights to income, royalties, and license fees deriving from the Mark, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Mark or injury to the goodwill associated with the Mark and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor further agrees, for itself and each of its successors and assigns, without charge to Assignee (except as otherwise permitted herein), to execute such further documents and to perform such further lawful acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Mark, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee’s expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. **General.** This Assignment and that certain Asset Purchase Agreement dated as of May 29, 2014, by and between the Assignor and the Assignee (the “**Purchase Agreement**”) set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof. All agreements, covenants, representations and warranties expressed or implied, oral and written, of the parties with regard to the subject matter hereof are contained herein and in the Purchase Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to

the subject matter of this Assignment. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representation, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby. This Assignment may not be amended, nor may any rights hereunder be waived, except in writing signed by both parties. Seller shall cooperate with Buyer and take all further actions and execute all further documents from time to time as Buyer may deem reasonably necessary or advisable to carry out the purposes of this Assignment. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

4. Assignment. This Assignment shall be binding upon and inure to the benefit of Seller and Buyer, and their respective successors and assigns.

5. Severability. The invalidity or unenforceability of any provision of this Assignment will not affect the validity or enforceability of any other provision.

6. Counterparts; Electronic Delivery. This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by electronic transmission (whether by facsimile, pdf or other electronic means intended to preserve the original graphic and pictorial appearance of a document) shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted electronically shall be deemed to be their original signatures for all purposes.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Witness my hand and seal this 30th day of May 2014.

MAVERICK BRANDS, LLC

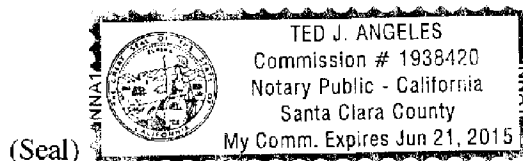
By: 
Name: Mark F. Shaw
Title: President and CEO

State of California)
County of Santa Clara)

On 5/30/14 before me, (here insert name and title of the officer) personally appeared MARK F. SHAW, personally known to me (or provide 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.

WITNESS my hand and official seal.

Signature 



Any certificate of acknowledgement taken in another state shall be sufficient in the State of California if it is taken in accordance with the laws of the place where the acknowledgement is made.

[Signature Page to Assignment of Trademark Rights]

TRADEMARK
REEL: 005329 FRAME: 0190

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Clara

On 5/30/14 before me, Ted J. Angeles Notary Public
(Here insert name and title of the officer)

personally appeared MARK F. SHAW

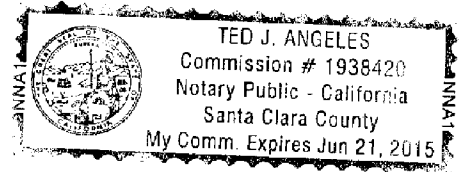
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SCHEDULE A
TRADEMARK REGISTRATION

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
NATURE'S CHILD	4,265,612	December 25, 2012