

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312561

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BreathableBaby LLC		07/31/2014	LIMITED LIABILITY COMPANY: MINNESOTA

## RECEIVING PARTY DATA

<b>Name:</b>	BB HOLDCO, LLC
<b>Street Address:</b>	2841 Hedberg Drive
<b>Internal Address:</b>	Cedar/73 Business Park
<b>City:</b>	Minnetonka
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55305
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	85420438	BREATHABLES
Serial Number:	85483956	A.C.T.
Serial Number:	86065456	AIRFLOWBABY
Serial Number:	86055147	AIRFLOWBABY
Serial Number:	86054591	AIRFLOWBABY
Serial Number:	85952257	BREATHABLEBABY
Serial Number:	85952269	BREATHABLEBABY
Serial Number:	85471968	BREATHABLEBABY
Serial Number:	85420467	BREATHABUDDY
Serial Number:	85528176	COMFORTSACK
Serial Number:	85420412	MESHWRAP
Serial Number:	85659230	POCKETSWADDLE
Serial Number:	85495436	S.P.T.
Serial Number:	85420508	BREATHABLECOMFORT
Serial Number:	85364375	BREATHABLETODDLER
Registration Number:	3071774	BREATHABLE
Registration Number:	4423226	BREATHABLES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4281548	A.C.T.
Registration Number:	3747299	A.C.T.
Registration Number:	3854181	BODY-BREATHE
Registration Number:	4344362	BREATHABLE
Registration Number:	4102605	BREATHABLEBABY
Registration Number:	3419804	BREATHABLEBABY
Registration Number:	4171717	BREATHABLEBABY
Registration Number:	4407652	BREATHABLEBABY
Registration Number:	4467015	BREATHABLESACK
Registration Number:	3806732	CRIBSHIELD

**CORRESPONDENCE DATA**

**Fax Number:** 6126046818

*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.*

**Phone:** 612-604-6718

**Email:** molsen@winthrop.com, sbell@winthrop.com

**Correspondent Name:** Michael T. Olsen

**Address Line 1:** 225 South Sixth Street

**Address Line 2:** Capella Tower, Suite 3500

**Address Line 4:** Minneapolis, MINNESOTA 55402

**ATTORNEY DOCKET NUMBER:** 13805.2

**NAME OF SUBMITTER:** Michael T. Olsen

**SIGNATURE:** /mto/

**DATE SIGNED:** 07/31/2014

**Total Attachments: 6**

source=9348271\_1#page1.tif

source=9348271\_1#page2.tif

source=9348271\_1#page3.tif

source=9348271\_1#page4.tif

source=9348271\_1#page5.tif

source=9348271\_1#page6.tif

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made this 31st day of July 2014 (the "Effective Date"), by and between BreathableBaby LLC, a Minnesota limited liability company with an address of Cedar/73 Business Park, 2841 Hedberg Drive, Minnetonka, MN ("Assignor"), and BB HOLDCO, LLC, a Delaware limited liability company with an address of Cedar/73 Business Park, 2841 Hedberg Drive, Minnetonka, MN ("Assignee").

**WHEREAS**, Assignor owns all right, title and interest in and to the registered trademarks and pending trademark applications set forth on Exhibit A, the common law trademarks set forth on Exhibit B, and the Internet domain names set forth on Exhibit C throughout the world and the goodwill of the business symbolized by the same (hereafter collectively referred to as the "Trademarks"); and

**WHEREAS**, Assignor desires to sell, transfer, convey and assign to Assignee all right, title, and interest in and to the Trademarks and all goodwill associated with the Trademarks; and

**WHEREAS**, Assignee is desirous of acquiring from Assignor all right, title, interest in and to the Trademarks and all associated goodwill.

**NOW, THEREFORE**, for the consideration set forth in the Contribution, Assignment and Assumption Agreement, entered into on July 31, 2014, by and among Assignor, Assignee, and the other parties thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee as of the Effective Date the entire right, title, and interest in and to the Trademarks together with any and all goodwill of the business associated with the Trademarks and all income, royalties and damages now or hereafter due and/or payable to Assignor, along with the right to sue and collect damages, and enjoy any other remedies related to past, present and future infringements thereof. Assignor represents and warrants that it has full power to enter into and perform this Assignment, that it has not granted any person or entity any interest in the Trademarks and that there is no pending litigation or dispute in any jurisdiction concerning the use, validity, or ownership of the Trademarks. Assignor agrees to take all actions, execute any additional assignments or other documents and to otherwise cooperate as necessary, under the relevant local laws of the countries set forth in Exhibit A as soon as is practicable after the Effective Date of this Assignment or as otherwise requested by Assignee to effectuate, confirm or perfect the assignment and recordation of all rights, title, and interest in and to the Trademarks.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor executed this Assignment by its duly authorized officers as of the Effective Date.

ASSIGNOR:

BREATHABLEBABY, LLC

\_\_\_\_\_  
 By: [Signature]  
 Name: IAO Schaffter  
 Title: CEO

ASSIGNEE:

BB HOLDCO, LLC

\_\_\_\_\_  
 By: [Signature]  
 Name: IAO Schaffter  
 Title: CEO

**Exhibit A**

<b>Country</b>	<b>Mark</b>	<b>App./ Reg. No.</b>	<b>App./ Reg. Date</b>	<b>Record Owner</b>
US		85/420,438	09/12/2011	BreathableBaby, LLC
US	A.C.T.	85/483,956	11/30/2011	BreathableBaby, LLC
US	AIRFLOWBABY	86/065,456	09/16/2013	BreathableBaby, LLC
US	AIRFLOWBABY	86/055,147	09/04/2013	BreathableBaby, LLC
US	AIRFLOWBABY	86/054,591	09/03/2013	BreathableBaby, LLC
CA	AIRFLOWBABY	1665925	02/28/2014	BreathableBaby, LLC
US	BREATHABLEBABY	85/952,257	06/06/2013	BreathableBaby, LLC
US	BREATHABLEBABY	85/952,269	06/06/2013	BreathableBaby, LLC
US	BREATHABLEBABY	85/471,968	11/14/2011	BreathableBaby, LLC
CA	BREATHABLEBABY	1555304	12/07/2011	BreathableBaby, LLC
US	BREATHABUDDY	85/420,467	09/12/2011	BreathableBaby, LLC
US	COMFORTSACK	85/528,176	01/30/2012	BreathableBaby, LLC
US	MESHWRAP	85/420,412	09/12/2011	BreathableBaby, LLC
US	POCKETSWADDLE	85/659,230	06/22/2012	BreathableBaby, LLC
US	S.P.T.	85/495,436	12/14/2011	BreathableBaby, LLC
US	BREATHABLECOMFORT	85/420,508	9/12/2011	BreathableBaby, LLC
US	BREATHABLETODDLER	85/364,375	7/6/2011	BreathableBaby, LLC
US		3,071,774	03/21/2006	BreathableBaby, LLC
US		4,423,226	10/22/2013	BreathableBaby, LLC
US	A.C.T.	4,281,548	01/29/2013	BreathableBaby, LLC
US	A.C.T.	3,747,299	02/09/2010	BreathableBaby, LLC
US	BODY-BREATHE	3,854,181	09/28/2010	BreathableBaby, LLC
US	BREATHABLE	4,344,362	05/28/2013	BreathableBaby, LLC
US	BREATHABLEBABY	4,102,605	02/21/2012	BreathableBaby, LLC
US	BREATHABLEBABY	3,419,804	04/29/2008	BreathableBaby, LLC
US	BREATHABLEBABY	4,171,717	07/10/2012	BreathableBaby, LLC

Exhibit A to Trademark Assignment

<b>Country</b>	<b>Mark</b>	<b>App./ Reg. No.</b>	<b>App./ Reg. Date</b>	<b>Record Owner</b>
US	BREATHABLEBABY	4,407,652	09/24/2013	BreathableBaby, LLC
AU	BREATHABLEBABY	1462870	10/02/2012	BreathableBaby, LLC
CN	BREATHABLEBABY	10420594	03/21/2013	BreathableBaby, LLC
CN	BREATHABLEBABY	10420593	08/07/2013	BreathableBaby, LLC
CN	BREATHABLEBABY	10420592	03/21/2013	BreathableBaby, LLC
EU	BREATHABLEBABY	10478683	05/07/2012	BreathableBaby, LLC
US	BREATHABLESACK	4,467,015	01/14/2014	BreathableBaby, LLC
US	CRIBSHIELD	3,806,732	06/22/2010	BreathableBaby, LLC

Exhibit A to Trademark Assignment

**Exhibit B**

Common Law Trademarks	
Wick-Dry	
AirPad	
AirFlow	SAFER THAN A BUMPER
Wick-Dry Plush	
	Sure-Breathe
No-Gap-Wrap	
	

Exhibit B to Trademark Assignment

**Exhibit C**

<b>Domain Names</b>
Breathablebaby.com
Breathablebaby.info
Cribshield.com
Air-flowbaby.com
Airflow-baby.com

9326256v2

Exhibit C to Trademark Assignment

NEWYORK 9262048

**RECORDED: 07/31/2014**

**TRADEMARK  
REEL: 005334 FRAME: 0268**