

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346259

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Healthy Mothers, Healthy Babies Coalition, Inc.		04/30/2015	non-profit corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZERO TO THREE: National Center for Infants, Toddlers and Families		
<b>Street Address:</b>	1255 23rd Street, NW		
<b>Internal Address:</b>	Suite 350		
<b>City:</b>	Washington		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	20037		
<b>Entity Type:</b>	non-profit corporation: D.C.		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3908050	B TEXT4BABY	
<b>Registration Number:</b>	3911112	TEXT4BABY	
<b>Registration Number:</b>	2457156	HEALTHY MOTHERS, HEALTHY BABIES	
<b>Registration Number:</b>	2755520	PROMOTING THE BEST FROM THE BEGINNING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2127636818		
<b>Email:</b>	trademarks@vanfeliu.com		
<b>Correspondent Name:</b>	Monica P. McCabe, Esq.		
<b>Address Line 1:</b>	60 East 42nd Street, 51st Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10165		
<b>ATTORNEY DOCKET NUMBER:</b>	2072-024		
<b>NAME OF SUBMITTER:</b>	Monica P. McCabe, Esq.		
<b>SIGNATURE:</b>	/s/ Monica P. McCabe		
<b>DATE SIGNED:</b>	06/30/2015		

CH \$115.00 3908050

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") dated as of April 30, 2015 (the "Effective Date"), is made by and between National Healthy Mothers, Healthy Babies Coalition, Inc., a Virginia nonprofit corporation (the "Assignor") and ZERO TO THREE: National Center for Infants, Toddlers and Families, a District of Columbia nonprofit corporation (the "Assignee" and together with Assignor, the "Parties").

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the U.S. trademark applications and registrations identified on Exhibit A hereto (the "Marks"); and

WHEREAS, pursuant to that certain Intellectual Property Assignment and License Agreement (the "Assignment Agreement"), Assignor assigned and transferred to Assignee the entire right, title and interest in and to the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignor hereby agree as follows:

1. The Assignor hereby confirms the assignment of its interest to and under the Marks, along with the registrations and applications therefor, and all goodwill associated with the Marks and all rights to sue for past, present and future infringements or misappropriations of the Marks and rights of recovery for past infringement of the Marks by third parties as set forth in the Assignment Agreement.

2. The Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to execute, file and deliver such instruments in the United States as may be necessary, appropriate or desirable to establish Assignee's record ownership of the Marks. Assignor does hereby covenant and agree with Assignee that Assignor will upon the reasonable request of Assignee, without further or additional consideration, but at the expense of Assignee, execute such additional writings and do such additional acts that are necessary to perfect the Assignee's ownership of the Marks, and render all necessary assistance in establishing Assignee's record ownership of the Marks.

3. This Agreement has been executed and delivered by the Assignor for the purpose of recording the transfer of ownership in the Marks with the United States Patent and Trademark Office. The Assignment Agreement shall remain in full force and effect in accordance with its terms.

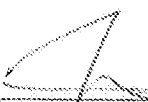
4. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, with respect thereto. This Agreement, including this provision of this Agreement, may be modified only pursuant to a writing executed by both Parties. The failure of a party to demand strict performance of any term herein shall not be construed as a continuing waiver of such term or as a waiver of any other term. This Assignment may be executed simultaneously in one or more facsimile counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Assignment shall be construed in accordance with and be governed by the laws of the District of Columbia, without regard to conflicts of law principles. Nothing contained in this Agreement shall be construed to create a partnership, agency or joint venture between the parties. This

Agreement will not confer any rights or remedies upon any person other than the Parties and their respective successors. Headings in this Agreement are for convenience only and will not affect its interpretation.

IN WITNESS WHEREOF, the Assignee and Assignor each have caused this Agreement to be executed by a duly authorized officer.

NATIONAL HEALTHY MOTHERS,  
HEALTHY BABIES COALITION, INC.

ZERO TO THREE: NATIONAL CENTER FOR  
INFANTS, TODDLERS AND FAMILIES

By:   
Name: Janice Eley Angel  
Title: CEO

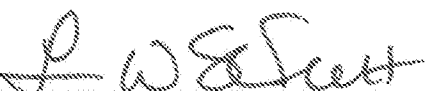
By:   
Name: Laurel W. Shielett  
Title: Chief Financial & Admin Officer

EXHIBIT A

MARKS

Mark	Serial/Registration No.	Filing Date
Btext4baby (Design mark)	3,908,050	January 18, 2011
TEXT4BABY	3,911,112	January 25, 2011
Healthy Mothers, Healthy Babies (Design mark)	2457156	April 6, 2000
"Promoting the best from the beginning" tagline	2755520	August 26, 2003