

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM382234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triboro Quilt Manufacturing Corporation		01/01/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	GC Brands LLC		
Street Address:	7005 Pelham Road		
Internal Address:	Suite D		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29615		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	2358351	JUST BORN	
Registration Number:	2463915	JUST BORN	
Registration Number:	3444017	JUST BORN	
Registration Number:	3861315	SOOTHE TIME	
Registration Number:	4026706	ITTY BITTY MITTY	
Registration Number:	1614889	THE BEST THING NEXT TO BABY	
Registration Number:	3914983	MMM	
Registration Number:	3914985	ZZZTIME	
Registration Number:	3914984	ZZZ	
Registration Number:	4077417	CUDDLE SHOP	
Registration Number:	3627501	CUDDLE DRY	
Registration Number:	1745854	BABY BAG	
Registration Number:	3917484	BABY BAG	
Registration Number:	4023088	SOOTHE TIME	
Registration Number:	3925895	CUDDLE CARE	
Serial Number:	86800295	CUDDLE TIME	
Registration Number:	4008730	COMFORT WRAPS	
Registration Number:	3202895	CAMO-BABY	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4672018	JUST TODDLERS
Registration Number:	4486229	
Registration Number:	4672223	JUST KIDS
Registration Number:	4397527	SIMPLE SWADDLE
Registration Number:	4492332	JUST BATH BY JUST BORN
Registration Number:	4401830	JB
Registration Number:	1489393	CUDDLE TIME
Registration Number:	3718310	CUDDLE TIME
Registration Number:	1458393	
Registration Number:	3589116	AMERICAN ARTIST
Registration Number:	3562369	SIMPLY SECURE
Registration Number:	1816907	CUDDLE TIME
Serial Number:	85366654	BATH COZY
Registration Number:	4191972	THE CRIB BUMPER ALTERNATIVE
Registration Number:	3248721	SOFTWEAR FOR BABY
Registration Number:	2610127	WEAR-A-BLANKET
Serial Number:	85961828	TELL ME A STORY
Serial Number:	86595354	SAFE IN THE SUN
Serial Number:	86595368	FUN IN THE SUN
Registration Number:	4589094	BEAUTIFUL BEGINNINGS
Registration Number:	2041273	CUDDLE WARMER
Registration Number:	4035270	ITTY BITTY
Registration Number:	4080494	
Registration Number:	0960886	CUDDLE TIME
Registration Number:	3690639	FAMILY BABY

CORRESPONDENCE DATA

Fax Number: 9142880023

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: 914.821.9072

Email: tmdocket@leasonellis.com

Correspondent Name: Karin Segall of Leason Ellis LLP

Address Line 1: One Barker Avenue, Fifth Floor

Address Line 4: White Plains, NEW YORK 10601

ATTORNEY DOCKET NUMBER: 10383/810329-000

NAME OF SUBMITTER: Emily F. Stein

SIGNATURE: /efs/

DATE SIGNED: 04/28/2016

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is executed and delivered effective as of the 1st day of January, 2016 ("Effective Date") by Triboro Quilt Manufacturing Corporation, a New York corporation, also known as Triboro Quilt Manufacturing Corp. and/or Triboro Quilt Mfg. Corporation" and/or "Triboro Quilt Mfg. Corp." ("Assignor") to and in favor of GC Brands LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor has previously engaged in the business of designing, developing, sourcing, importing, marketing, selling and distributing diversified infant and toddler bedding, clothing, bath, nursery and infant travel products (collectively, the "Business"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of January 22, 2016 and made effective as of January 1, 2016, by and among Assignor, Assignee, Joel Kaplan and Intradeco Apparel, Inc. and Childrenswear Holding Corp., as Guarantors (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to all "Acquired IP" as defined in the Purchase Agreement (which definition is reproduced below), including all websites, domain names, trade names and derivatives thereof, archives, design libraries and similar assets, trademarks, vendor numbers and other Intellectual Property (as defined in the Purchase Agreement, which definition is reproduced below) pertaining to or used or useful in the conduct of the Business or the ownership of any of the other Purchased Assets or the Assumed Liabilities (as said terms are defined in the Purchase Agreement), and including, without limitation all right, title, and interest in and to the registered and unregistered items of Intellectual Property identified in Schedule A attached hereto, as well as all other intellectual property, industrial property, and proprietary rights pertaining to the Business, whether or not appearing on Schedule A other than the "Excluded Assets" consisting of the Intellectual Property used exclusively in connection with Assignor's pet division as set forth on Schedule 1.b.v of the Purchase Agreement (collectively, the "Assigned Intellectual Property"), in each case, free and clear of any Liens (as defined in the Purchase Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title, and interest in and to the Assigned Intellectual Property, together with the goodwill associated therewith and symbolized thereby, at least as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Intellectual Property.

Assignor agrees to take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, use specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Assigned Intellectual Property and this Assignment; (3) obtaining by Assignee any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world, including without limitation via separate assignments of the Assigned Intellectual Property, in whole or in part, and such other documents as may be requested by Assignee or its legal representatives or designees.

No provision of this Assignment shall modify, replace, amend, change, rescind, waive or in any way effect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications of the Assignor) set forth in the Purchase Agreement. This Assignment being intended solely to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

“Intellectual Property” means the entire right, title and interest in and to all proprietary rights of every kind and nature anywhere pertaining to or deriving from: (I) patents, copyrights, know-how, processes, Trade Secrets, algorithms, inventions, works, databases, formulae and research and development data; (II) trademarks, trade names, service marks, service names, brands, trade dress and logos, and the goodwill associated therewith; (III) domain names, rights of privacy and publicity, name and likeness rights, moral rights, and any other intellectual property rights of any kind or nature, however denominated, anywhere in the world; (IV) any and all registrations, applications, common-law rights relating to any of the foregoing; and (V) all actions and rights to sue at law or in equity for any past, present or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, continuations-in-part, divisions, reissues and any other filings and/or other protections anywhere in the world, all rights to claim the benefits of the Paris Convention for the Protection of Industrial Property and other treaties relating to Intellectual Property, or other extensions of legal protections pertaining thereto. “Trade Secrets” means trade secrets, know-how and confidential business information, proprietary algorithms, proprietary data, customer lists, pricing and cost information, business and marketing plans and proposals, proprietary documentation, and manuals, Software source code and any other information, however documented, that is a trade secret within the meaning

of the applicable trade secret protection Laws, including the Uniform Trade Secrets Act. “Software” means computer software or firmware in any form, including object code, source code, computer instructions, commands, programs, modules, routines, procedures, rules, libraries, macros, algorithms, tools, and scripts, and all documentation of or for any of the foregoing.

“Acquired IP” means all Intellectual Property, including all websites, domain names, trade names and derivatives thereof, archives, design libraries and similar assets, trademarks, vendor numbers and other Intellectual Property pertaining to or used or useful in the conduct of the Business or the ownership of any of the other Purchased Assets or the Assumed Liabilities, other than Excluded IP.

Signature Page Follows

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

Triboro Quilt Manufacturing Corporation, a New York corporation

By: Joel Kaplan
Name: Joel Kaplan
Title: President

NOTARIAL ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Westchester) SS:

The foregoing Assignment was acknowledged before me this 11 day of January, 2016 by Joel Kaplan, the President of Triboro Quilt Manufacturing Corporation, a New York corporation. He is personally known to me or has produced _____ as identification.

Notary: Jennifer N. Tarlton
Print Name: Jennifer N. Tarlton

[NOTARIAL SEAL]
Notary Public, State of New York

JENNIFER N. TARLTON
Notary Public, State of New York
No. 01TA6228741
Qualified in Westchester County
Term Expires September 27, 2014 8

My commission expires: 9/27/2018

B. Trademarks, Services Marks, Domain Names

Please see attached

ACQUIRED TRADEMARKS

Mark	City Name	Status Desc	Application No	Application Date	Trade Mark No	Grant Date	Int. Classes	File Number
AMERICAN ARTIST	United States	REGISTERED	78/840,366	17-Mar-06	3,589,116	10-Mar-09	24	05805/303120-USO
BABY ASTROLOGY	United States	REGISTERED	78/496,382	7-Oct-04	3,140,164	5-Sep-06	25	05805/303119-USO
BABY BAG	United States	REGISTERED	74/083,067	30-Jul-90	1,745,854	12-Jan-93	25	05805/303104-USO
BABY BAG	United States	REGISTERED	77/540,722	6-Aug-08	3,917,484	8-Feb-11	24, 25	05805/303104-US1
BATH COZY	United States	REGISTERED	85/366,654	8-Jul-11	4,102,23	21-Feb-12	24	05805/306156-USO
BEAUTIFUL BEGINNINGS	United States	REGISTERED	85/427,092	20-Sep-11	4,589,094	19-Aug-14	24	05805/306314-USO
CAMO-BABY	United States	REGISTERED	78/650,455	14-Jun-05	3,202,895	23-Jan-07	25	05805/303097-USO
CHOWTIME	Community Mark	REGISTERED	8614802	14-Oct-09	8614802	8-Jun-10	20, 21, 25	05805/303106-EMO
CHOWTIME	United States	REGISTERED	77/511,679	30-Jun-08	3,937,471	8-Feb-11	25	05805/303106-USO
CHOWTIME Design	Community Mark	REGISTERED	8615965	14-Oct-09	8615965	8-Jun-10	20, 21, 25	05805/303078-EMO
CHOWTIME Design	United States	REGISTERED	77/825,991	14-Sep-09	3,914,983	1-Feb-11	25	05805/303078-USO
COMFORT WRAPS	Canada	REGISTERED	1588680	2-Aug-12	TMA860,836	23-Sep-13	25	05805/303099-CAO
COMFORT WRAPS	United States	REGISTERED	85/156,354	19-Oct-10	4,008,730	9-Aug-11	25	05805/303099-USO
CRUISETIME	Canada	REGISTERED	1,451,616	14-Sep-09	TMA833,787	5-Oct-12	12, 18, 24	05805/303103-CAO
CRUISETIME	Community Mark	REGISTERED	8614935	14-Oct-09	8614935	6-Aug-10	24	05805/303103-EMO
CRUISETIME	United States	REGISTERED	77/511,699	30-Jun-08	3,917,472	8-Feb-11	24	05805/303103-USO
CRUISETIME LOGO	Canada	REGISTERED	1,451,617	14-Sep-09	TMA833,784	5-Oct-12	12, 18, 24	05805/303086-EMO
CRUISETIME LOGO	Community Mark	REGISTERED	8615742	14-Oct-09	8615742	6-Aug-10	18, 24	05805/303086-USO
CRUISETIME LOGO	United States	REGISTERED	77/825,985	14-Sep-09	3,917,782	8-Feb-11	18, 24	05805/303086-USO
CRUISETIME LOGO	United States	REGISTERED	1,401,678	2-Jul-08	1,401,678	15-Jun-12	24	05805/303089-CAO
CRUISETIME LOGO	Canada	REGISTERED	8837847	12-Nov-10	8,837,847	14-May-12	20	05805/303089-CNO
CRUISETIME LOGO	China	REGISTERED	8837847	12-Nov-10	8,837,846	28-Nov-11	22	05805/303089-CN1
CRUISETIME LOGO	China	REGISTERED	8837846	12-Nov-10	8,837,848	28-Nov-11	24	05805/303089-CN2
CRUISETIME LOGO	China	REGISTERED	8837848	15-Feb-08	3,925,895	1-Mar-11	20, 22, 24, 25	05805/303089-USO
CRUISETIME LOGO	United States	REGISTERED	77/398,642	15-Feb-08	8710223	28-Jun-12	24	05805/303101-CNO
CRUISETIME LOGO	China	REGISTERED	8710223	29-Sep-10	8710223	28-Jun-12	24	05805/303101-CNO
CRUISETIME LOGO	Japan	REGISTERED	2010-75674	20-Apr-11	5411234	13-May-11	24	05805/303101-JPO
CRUISETIME LOGO	United States	REGISTERED	77/066,498	18-Dec-06	3,627,501	26-May-09	24	05805/303101-USO
CRUISETIME LOGO	United States	REGISTERED	77/586,602	6-Oct-08	4,077,417	27-Dec-11	24	05805/303087-USO
CRUISETIME LOGO	United States	PENDING	86/800,295	27-Oct-15			3	05805/303117-US4
CRUISETIME LOGO	United States	PENDING	40-2015-0011988	13-Feb-15			24, 25	05805/303117-KRO
CRUISETIME LOGO	Korea (South)	PENDING	40-2015-0011988	13-Feb-15			24, 25	05805/303117-AUO
CRUISETIME LOGO	Australia	REGISTERED	1676716	24-Feb-15	1676716	25-Sep-15	24, 25	05805/303117-AUO
CRUISETIME LOGO	Canada	REGISTERED	572171	3-Jun-87	TMA354770	21-Apr-89	24	05805/303117-CAO
CRUISETIME LOGO	Canada	REGISTERED	4132891	22-Jun-04	4132891	14-Jan-08	24	05805/303117-CNO
CRUISETIME LOGO	China	REGISTERED	159,806	3-Feb-93	455769	30-Mar-94	20	05805/303117-MXO
CRUISETIME LOGO	Mexico	REGISTERED	159,806	18-Aug-72	960,886	12-Jun-73	20	05805/303117-USO
CRUISETIME LOGO	United States	REGISTERED	72/433,162	7-Nov-86	1,489,393	24-May-88	24	05805/303117-US1
CRUISETIME LOGO	United States	REGISTERED	73/629,315	4-May-09	3,718,310	1-Dec-09	24	05805/303117-US2
CRUISETIME LOGO	United States	REGISTERED	77/778,572	28-Sep-95	992483	28-Apr-97	24	05805/303180-CNO
CRUISETIME LOGO	China	REGISTERED	95122948	15-Apr-93	1,816,907	18-Jan-94	20	05805/303180-USO
CRUISETIME LOGO	United States	REGISTERED	74/380,945	7-Nov-86	1,458,393	22-Sep-87	24	05805/303118-USO
CRUISETIME LOGO	United States	REGISTERED	73/629,307	22-May-95	2,041,273	25-Feb-97	24	05805/303115-USO
CRUISETIME LOGO	United States	REGISTERED	74/678,829	18-Dec-15			20	05805/309951-USO
CRUISETIME LOGO	United States	PENDING	86/853,480	18-Dec-15			20	05805/309951-USO
CRUISETIME LOGO	United States	REGISTERED	78/619,237	28-Apr-05	3,690,639	29-Sep-09	24	05805/303116-USO
CRUISETIME LOGO	United States	ALLOWED	1647119	9-Oct-13			25	05805/306353-CA1
CRUISETIME LOGO	Canada	PENDING	86/595,368	13-Apr-15			25	05805/303090-US2
CRUISETIME LOGO	United States	REGISTERED	77/364,345	4-Jan-08	4,033,270	4-Oct-11	24	05805/303107-USO
CRUISETIME LOGO	United States	REGISTERED	77/904,490	4-Jan-10	4,026,706	13-Sep-11	25	05805/303093-USO
CRUISETIME LOGO	United States	ALLOWED	85/549,409	12-Jun-12			3	05805/306791-USO
CRUISETIME LOGO	United States	PENDING	352198	26-Dec-13			24	05805/306791-PKO
CRUISETIME LOGO	Pakistan	PENDING	352200	26-Dec-13			25	05805/306791-PK1

ACQUIRED TRADEMARKS

Mark	City Name	Status Desc	Application No	Application Date	Trade Mark No	Grant Date	Int. Classes	File Number
JB Logo	Mexico [Int TM]	PENDING	1196776	17-Dec-13			20, 24, 25	05805/306791-MXO
JB Logo	Canada	PENDING	1581,860	13-Jun-12			3, 24, 25	05805/306791-CAO
JB Logo	Australia [Int]	REGISTERED	1196776	17-Dec-13	1196776	17-Dec-13	20, 24, 25	05805/306791-AUO
JB Logo	China [Int, TM]	REGISTERED	1196776	17-Dec-13	1196776	17-Dec-13	20, 24, 25	05805/306791-CN0
JB Logo	Comm. TM [Int, TM]	REGISTERED	1196776	17-Dec-13	1196776	17-Dec-13	20, 24, 25	05805/306791-EMO
JB Logo	Korea [INT]	REGISTERED	1196776	16-Dec-13	1196776	16-Dec-13	20, 24, 25	05805/306791-KRO
JB Logo	Int. Trademark	REGISTERED	1196776	16-Dec-13	1196776	16-Dec-13	20, 24, 25	05805/306791-INTO
JB Logo	Japan [Int TM]	REGISTERED	1196776	17-Dec-13	1196776	17-Dec-13	20, 24, 25	05805/306791-JPO
JB Logo	United States	REGISTERED	85/979,786	12-Jun-12	4,401,830	10-Sep-13	24, 25	05805/306791-US1
JB Logo	China	PENDING	12868946	5-Jul-13	1571922	3-Jul-13	24, 25	05805/307659-CNO
JUST BATH BY JUST BORN	Australia [Int]	REGISTERED	1168529	3-Jul-13	TMA996,121	30-Feb-15	24, 25	05805/307659-AUO
JUST BATH BY JUST BORN	Canada	REGISTERED	1,629,447	4-Jun-13	12868945	21-Nov-14	25	05805/307659-CAO
JUST BATH BY JUST BORN	China	REGISTERED	12868945	5-Jul-13	1168529	3-Jul-13	24, 25	05805/307659-CN1
JUST BATH BY JUST BORN	Comm. TM [Int, TM]	REGISTERED	1168529	3-Jul-13	1168529	3-Jul-13	24, 25	05805/307659-EMO
JUST BATH BY JUST BORN	Japan [Int TM]	REGISTERED	1168529	3-Jul-13	1168529	3-Jul-13	24, 25	05805/307659-JPO
JUST BATH BY JUST BORN	Korea [INT]	REGISTERED	1168529	3-Jul-13	1168529	5-Jun-14	24, 25	05805/307659-KNO
JUST BATH BY JUST BORN	Int. Trademark	REGISTERED	1168529	3-Jul-13	1168529	3-Jul-13	24, 25	05805/307659-INTO
JUST BATH BY JUST BORN	Singapore Int T	REGISTERED	1168529	3-Jul-13	1168529	3-Jul-13	24, 25	05805/307659-SGO
JUST BATH BY JUST BORN	Vietnam[Int, TM]	REGISTERED	1168529	3-Jul-13	1168529	3-Jul-13	24, 25	05805/307659-VNO
JUST BATH BY JUST BORN	United States	REGISTERED	95/817,652	8-Jan-13	4,492,332	4-Mar-14	24, 25	05805/307659-US0
JUST BORN	Israel	ALLOWED	262112	13-Jan-14			24	05805/303096-IL0
JUST BORN	United States	ALLOWED	86/639,080	22-May-15			3	05805/303096-US4
JUST BORN	Pakistan	ALLOWED	352201	26-Dec-13			25	05805/303096-PK1
JUST BORN	Pakistan	PENDING	352202	26-Dec-13			24	05805/303096-PK0
JUST BORN	Ecuador	PENDING	241094	3-Feb-11			24	05805/303096-EC0
JUST BORN	Ecuador	PENDING	241095	3-Feb-11			25	05805/303096-EC1
JUST BORN	Honduras	PENDING	10868-11	24-Mar-11			24	05805/303096-HNO
JUST BORN	Honduras	PENDING	10869-11	24-Mar-11			25	05805/303096-HN1
JUST BORN	Australia	REGISTERED	1209023	6-Nov-07	1209023	6-Nov-07	11, 24, 25, 25	05805/303096-AU0
JUST BORN	Brazil	REGISTERED	829074236	8-Dec-09	829074236	8-Dec-09	24	05805/303096-BR0
JUST BORN	Brazil	REGISTERED	830800174	25-Nov-10	830800174	22-Apr-14	24	05805/303096-BR1
JUST BORN	Brazil	REGISTERED	830800182	25-Nov-10	830800182	22-Apr-14	25	05805/303096-BR2
JUST BORN	Canada	REGISTERED	895437	13-Nov-98	TMA56725	29-Aug-02		05805/303096-CA0
JUST BORN	Canada	REGISTERED	1347290	15-May-07	TMA720804	13-Aug-08		05805/303096-CA1
JUST BORN	China	REGISTERED	4132483	22-Jun-04	4132483	21-Feb-09	25	05805/303096-CN1
JUST BORN	China	REGISTERED	4132483	22-Jun-04	4132483	21-Feb-09	25	05805/303096-CN1
JUST BORN	Community Mark	REGISTERED	3916228	7-Jun-04	3916228	6-Jan-06	20, 24	05805/303096-EM0
JUST BORN	Guatemala	REGISTERED	635-2011	28-Jan-11	189587	18-Jun-13	24	05805/303096-GT0
JUST BORN	Korea (South)	REGISTERED	40-2007-21492	20-Apr-07	40-0748787	3-Jun-08	24	05805/303096-KRO
JUST BORN	Korea (South)	REGISTERED	40-2009-54828	6-Nov-09	40-0849704	12-Jan-11	25	05805/303096-KR1
JUST BORN	Mexico	REGISTERED	1151046	28-Jan-11	1366054	28-Jan-11	24	05805/303096-MX0
JUST BORN	Mexico	REGISTERED	1151047	28-Jan-11	1413323	26-Nov-13	25	05805/303096-MX1
JUST BORN	Colombia	REGISTERED	11028918	15-May-13	476905	13-Aug-13	24, 25	05805/303096-MX0
JUST BORN	Colombia	REGISTERED	13119773	15-May-13	483626	29-Nov-13	25	05805/303096-CO1
JUST BORN	Costa Rica	REGISTERED	2011-002074	8-Mar-11	211251	29-Jun-11	24, 25	05805/303096-CRO
JUST BORN	Dominican Rep.	REGISTERED	2011-6997	18-Mar-11	189462	17-Aug-11	24	05805/303096-DOO
JUST BORN	Japan	REGISTERED	007-028235	30-Mar-07	5085513	19-Oct-07	24	05805/303096-JPO
JUST BORN	Panama	REGISTERED	198746	29-Mar-11	198746	29-Mar-11	24	05805/303096-PAO
JUST BORN	Panama	REGISTERED	198744	29-Mar-11	198744	29-Mar-11	25	05805/303096-PA1
JUST BORN	Russia	REGISTERED	200708608	28-Mar-07	352556	10-Jun-08	24	05805/303096-RU0

ACQUIRED TRADEMARKS

Mark	Ctry Name	Status Desc	Application No	Application Date	Trade Mark No	Grant Date	Int. Classes	File Number
JUST BORN	El Salvador	REGISTERED	2011108113	10-Mar-11	103	6-Dec-11	24, 25	05805/303096-SV0
JUST BORN	Thailand	REGISTERED	666916	11-Jul-07	KOR274457	11-Jul-07	24	05805/303096-TH0
JUST BORN	United States	REGISTERED	75/473,367	23-Apr-98	2,358,351	13-Jun-00	25	05805/303096-US0
JUST BORN	United States	REGISTERED	76/064,973	6-Jun-00	2,463,915	26-Jun-01	24	05805/303096-US1
JUST BORN	United States	REGISTERED	77/187,949	23-May-07	3,444,017	10-Jun-08	11, 25, 28	05805/303096-US2
JUST BORN	Venezuela	REGISTERED	2011-004063	18-Mar-11	P-314919	12-Feb-12	24	05805/303096-VE0
JUST BORN	Venezuela	REGISTERED	2011-004062	18-Mar-11	P-314918	17-Feb-12	25	05805/303096-VE1
JUST BORN	South Africa	REGISTERED	2007/066641	29-Mar-07	2007/066641	29-Mar-07	24	05805/303096-ZA0
JUST KIDS	China	PENDING	16421917	28-Feb-15			25	05805/306949-CN1
JUST KIDS	Canada	PENDING	1606961	17-Dec-12			24	05805/306949-CAN0
JUST KIDS	China [Int. TM]	PENDING	1,156,396	12-Mar-13	1,156,396	12-Mar-13	24, 25	05805/306949-CN0
JUST KIDS	Japan [Int. TM]	REGISTERED	1,156,396	12-Mar-13	1,156,396	12-Mar-13	24, 25	05805/306949-JNTO
JUST KIDS	Int. Trademark	REGISTERED	1156396	12-Mar-13	1,156,396	12-Mar-13	24, 25	05805/306949-INTO
JUST KIDS	United States	REGISTERED	85/750,087	10-Oct-12	4,672,223	13-Jan-15	24, 25	05805/306949-US0
JUST KIDS	United States	REGISTERED	85/725,466	25-Jan-11	4,672,018	13-Jan-15	24	05805/303098-US1
JUST KIDS	United States	PENDING	86/595,354	13-Apr-15			25	05805/303091-US2
JUST TODDLERS	Canada	REGISTERED	1,606,955	17-Dec-12	TMA880,531	20-Jun-14	24	05805/306833-CA0
SAFE IN THE SUN	United States	REGISTERED	85/677,919	16-Jul-12	4,397,527	3-Sep-13	24	05805/306833-US0
SIMPLE SWADDLE	United States	REGISTERED	77/417,599	10-Mar-08	3,562,369	13-Jan-09	24	05805/303169-US0
SIMPLY SECURE	United States	REGISTERED	78/772,605	13-Dec-05	3,248,721	29-May-07	25	05805/303177-US0
SOFTWARE FOR BABY	United States	PENDING	86/639,096	22-May-15			3	05805/303092-US2
SOOTHE TIME	Australia	REGISTERED	1250254	4-Jul-08	1250254	18-Dec-08	24, 25	05805/303092-AU0
SOOTHE TIME	Canada	REGISTERED	1,402,593	9-Jul-08	TMA816,762	2-Feb-12	24	05805/303092-CA0
SOOTHE TIME	China	REGISTERED	6834900	11-Jul-08	6834900	14-Aug-10	24	05805/303092-CN0
SOOTHE TIME	Community Mark	REGISTERED	7043061	7-Jul-08	7043061	3-Mar-09	24, 25	05805/303092-EM0
SOOTHE TIME	Korea (South)	REGISTERED	40-2012-0053040	23-Aug-12	40-0983398	19-Jul-13	24, 25	05805/303092-KR0
SOOTHE TIME	Mexico	REGISTERED	960323	10-Sep-08	1069928	30-Oct-08	24	05805/303092-MX0
SOOTHE TIME	Japan	REGISTERED	2008-054079	4-Jul-08	5210870	6-Mar-09	24, 25	05805/303092-JP0
SOOTHE TIME	India	REGISTERED	1712772	21-Jul-08	1712772	21-Jul-08	24, 25	05805/303092-IN0
SOOTHE TIME	United States	REGISTERED	77/495,516	31-Mar-08	3,861,315	12-Oct-10	24	05805/303092-US0
SOOTHE TIME & Design	United States	REGISTERED	86/390,371	30-Jun-08	4,023,088	6-Sep-11	24, 25	05805/303105-US0
SOOTHING STATION	United States	PENDING	85/961,828	10-Sep-14			9	05805/308770-US0
TELL ME A STORY	United States	ALLOWED	73/697,401	17-Jun-13			24	05805/308024-US0
THE BEST THING NEXT TO BABY	Canada	REGISTERED	1332723	24-Nov-87	1,614,899	25-Sep-90	24	05805/303095-US0
THE BEST THING NEXT TO BABY... GUARANTEED	Canada	REGISTERED	1332723	25-Jan-07	TMA758975	5-Feb-10	24	05805/303174-CA0
THE BEST THING NEXT TO BABY... GUARANTEED	United States	REGISTERED	77/091,488	25-Jan-07	3,763,608	23-Mar-10	24, 25	05805/303174-US0
THE CRIB BUMPER ALTERNATIVE	Canada	REGISTERED	1,546,994	7-Oct-11	TMA856,975	5-Aug-13	24	05805/306354-CA0
THE CRIB BUMPER ALTERNATIVE	United States	REGISTERED	85/441,728	7-Oct-11	4,191,972	14-Aug-12	24	05805/306354-US0
TUBTIME	Community Mark	REGISTERED	8614059	14-Oct-09	8614059	31-Mar-10	24, 25, 28	05805/303113-EM0
TUBTIME Logo	Canada	REGISTERED	1,593,637	11-Sep-12	TMA879,347	4-Jun-14	24	05805/303108-CA1
TUBTIME Logo	Community Mark	REGISTERED	8616088	14-Oct-09	8616088	6-Aug-10	24, 25, 28	05805/303108-EM0
TUBTIME Logo	United States	REGISTERED	77/826,016	14-Sep-09	4,080,494	3-Jan-12	24	05805/303108-US0
WEAR-A-BIB	United States	REGISTERED	78/589,715	7-Mar-05	3,674,484	25-Aug-09	25	05805/303173-US0
WEAR-A-BLANKET	Canada	REGISTERED	1195016	29-Oct-03	TMA629428	5-Jan-05	25	05805/303172-CA0
WEAR-A-BLANKET	United States	REGISTERED	75/701,161	20-Aug-02	2,610,127	20-Aug-02	25	05805/303172-US0
Whale Logo	Canada	PENDING	1,629,448	4-Jun-13			24	05805/307660-CAN0
Whale Logo	Pakistan	PENDING	352199	26-Dec-13			24	05805/307660-PK0
Whale Logo	Australia [Int.]	REGISTERED	1171402	3-Jul-13	1574839	3-Jul-13	24	05805/307660-AU0
Whale Logo	Comm. TM [Int. TM]	REGISTERED	1171402	3-Jul-13	1171402	3-Jul-13	24	05805/307660-EM0
Whale Logo	Japan [Int. TM]	REGISTERED	1171402	3-Jul-13	1171402	3-Jul-13	24	05805/307660-JP0

ACQUIRED TRADEMARKS

Mark	Copy Name	Status Desc	Application No	Application Date	Trade Mark No	Grant Date	Int. Classes	File Number
Whale Logo	Korea [INT]	REGISTERED	1171402	3-Jul-13	1171402	3-Jun-14	24	05805/307660-KRO
Whale Logo	Int. Trademark	REGISTERED	1171402	3-Jul-13	1171402	3-Jul-13	24	05805/307660-INTO
Whale Logo	Mexico [Int TM]	REGISTERED	1171402	3-Jul-13	1171402	3-Jul-13	24	05805/307660-AMXO
Whale Logo	Singapore Int T	REGISTERED	1171402	3-Jul-13	T1313286Z	7-May-14	24	05805/307660-SGO
Whale Logo	Vietnam[Int.TM]	REGISTERED	1171402	3-Jul-13	1171402	3-Jul-13	24	05805/307660-VNO
Whale Logo	United States	REGISTERED	85/817,637	8-Jan-13	4,486,229	18-Feb-14	24	05805/307660-USO
WISEY	Community Mark	REGISTERED	8558314	17-Sep-09	8558314	16-Mar-10	18, 24, 25	05805/303079-EMO
ZZZTIME	Canada	REGISTERED	1,591,989	29-Aug-12	TMAB869,756	23-Jan-14	20, 24, 28	05805/303080-CA1
ZZZTIME	Community Mark	REGISTERED	8615353	14-Oct-09	8615353	8-Jun-10	20, 24, 28	05805/303080-EMO
ZZZTIME	United States	REGISTERED	77/826,009	14-Sep-09	3,914,985	1-Feb-11	24	05805/303080-USO
ZZZTIME Design	Canada	REGISTERED	1,593,636	11-Sep-12	TMAB70715	5-Feb-14	20, 24, 28	05805/303081-CA1
ZZZTIME Design	Community Mark	REGISTERED	8615619	14-Oct-09	8615619	8-Jun-10	20, 24, 28	05805/303081-EMO
ZZZTIME Design	United States	REGISTERED	77/825,996	14-Sep-09	3,914,984	1-Feb-11	24	05805/303081-USO

TRADEMARK

REEL: 005779 FRAME: 0300

RECORDED: 04/28/2016