

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rubi Rose, L.L.C.		11/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mainspring Holdings, Inc.		
Street Address:	174 Hudson Street, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3503134	DAPPLE	
CORRESPONDENCE DATA			
Fax Number:	5132414771		
<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:	(513) 352-6527		
Email:	dawn.schneider@thompsonhine.com		
Correspondent Name:	Louis K. Ebling, Thompson Hine LLP		
Address Line 1:	312 Walnut Street, Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Louis K. Ebling		
SIGNATURE:	/Louis K. Ebling/		
DATE SIGNED:	09/18/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), effective as of November 15, 2016, is by and between Rubi Rose, L.L.C., a Delaware limited liability company (the "Assignor"), and Mainspring Holdings, Inc. a Delaware corporation ("Assignee"). Assignor and Assignee are each referred to as a "Party" and collectively referred to as the "Parties" in this Assignment. Capitalized terms used in this Assignment but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement dated as of the date hereof, by and among the Assignor, the Assignee and the other parties thereto (the "Asset Purchase Agreement").

WHEREAS, Assignor owns certain registered intellectual property listed on the Schedules attached to this Assignment;

WHEREAS, Assignor has sold to Assignee the Assigned Trademarks, Assigned Patents, and Assigned Domain Names (as defined below, and collectively referred to as the "Assigned IP") and Assignee has purchased from Assignor the Assigned IP pursuant to the Asset Purchase Agreement.

WHEREAS, Assignor desires to assign, and Assignee desires to acquire all right, title, and interest in and to the Assigned IP, and Assignor and Assignee wish to record such acquisition in the respective patent and trademark offices, and/or relevant official offices, registrars, and registries around the world.

NOW, THEREFORE, in consideration of the premises and the agreements of the Parties set forth in the Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Assignor hereby transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby (the "Assigned Trademarks").
2. Assignment of Patents. Assignor hereby transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to the patents, patent applications and design patents (including registered designs) set forth in Schedule B hereto (the "Assigned Patents").
3. Assignment of Domain Names. Assignor hereby transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to the domain names set forth in Schedule C hereto (the "Assigned Domain Names").
4. No Modification. This Assignment does not enlarge, restrict, or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by any party thereto of any liabilities, duties, or obligations imposed upon any of them by the terms of the Purchase Agreement.
5. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and permitted assigns of the Parties.

6. Governing Law. This Assignment shall be construed and interpreted in accordance with the laws of the State of Delaware without regard to its provisions concerning conflicts of laws, choice of law, choice of forum, or principles that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.
7. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed.

ASSIGNOR:

RUBI ROSE, L.L.C.

By: 

Name:

Jeremy Fertman

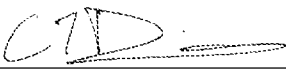
Title:

CEO.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed.

ASSIGNEE:

MAINSRING HOLDINGS, INC.

By: _____

Name: Charles T. Dieveney

Title: Authorized Officer

**Schedule A
Assigned Trademarks**

Trademark	Registration No.	Jurisdiction
DAPPLE AND LOGO	3,503,134	U.S.
SPRAY WIPE PLAY	3,636,663	U.S.
GREEN. CLEAN. BABY-SAFE	3,747,966	U.S.
DAPPLE	TMA844847	Canada
DAPPLE	1026988	U.K.
DAPPLE	1026988	RUSSIAN FEDERATION
DAPPLE	1026988	REPUBLIC OF KOREA

**Schedule B
Assigned Patents**

None.

Schedule C
Assigned Domain Names

1. parabenfreebabyproducts.com
2. dapplebaby.com3.dappledish.com
4. dappledishwashingliquid.com
5. dapplediswashingpowder.com
6. dapplefamily.com
7. dapplehome.com
8. dappleit.com
9. pediatricianrecommended.com
10. pediatricianrecommendedproduct.com