

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456775

<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>
Quidsi LLC		12/01/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Amazon Technologies, Inc.		
<b>Street Address:</b>	410 Terry Ave N		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98109		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3905995	BEAUTY BAR	
<b>Serial Number:</b>	86838403	CYBER MOMDAY	
<b>Registration Number:</b>	5143404	CYBER MOMDAY	
<b>Serial Number:</b>	87142830	DEAL-CEMBER	
<b>Registration Number:</b>	3747930	DIAPERS.COM	
<b>Registration Number:</b>	4319981	DIAPERS.COM	
<b>Registration Number:</b>	3745553	DIAPERS.COM	
<b>Registration Number:</b>	4982796	DIAPERS.COM	
<b>Registration Number:</b>	3991089	GET STUFF. DONE.	
<b>Registration Number:</b>	4013859	LESS SCHLEP. MORE SHOP.	
<b>Registration Number:</b>	4615964	LOOK.COM	
<b>Registration Number:</b>	4326662	Q	
<b>Serial Number:</b>	85846599	QUIDSI	
<b>Registration Number:</b>	4583936	SAMPLE SOCIETY	
<b>Registration Number:</b>	3909500	SOAP.COM	
<b>Serial Number:</b>	87230006	SOAP.COM	
<b>Serial Number:</b>	87975078	SOAP.COM	
<b>Serial Number:</b>	87330711	SOAP.COM	
<b>Registration Number:</b>	3991090	THE END OF AN ERRAND	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3726310	WE DELIVER EVERYTHING BUT THE BABY
Registration Number:	3509663	WE DELIVER EVERYTHING BUT THE BABY
Registration Number:	4068768	YOYO.COM

**CORRESPONDENCE DATA**

**Fax Number:** 2142064330

*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:** 2142064300

**Email:** trina@richardlawgroup.com

**Correspondent Name:** David J. Diamond

**Address Line 1:** 8411 Preston Road, Suite 890

**Address Line 4:** Dallas, TEXAS 75225

<b>NAME OF SUBMITTER:</b>	David J. Diamond
<b>SIGNATURE:</b>	/David J. Diamond/
<b>DATE SIGNED:</b>	01/03/2018

**Total Attachments: 14**

- source=Quidsi LLC-ATI Assignment#page1.tif
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- source=Quidsi LLC-ATI Assignment#page3.tif
- source=Quidsi LLC-ATI Assignment#page4.tif
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## ASSIGNMENT

This Assignment (the "**Assignment**"), effective as of December 1, 2011 (the "**Effective Date**"), is made by Quidsi, LLC ("**Assignor**"), a Limited Liability Company organized and existing under the laws of Delaware, to Amazon Technologies, Inc. ("**Assignee**"), a Corporation organized and existing under the laws of Nevada.

WHEREAS, Assignor has adopted and used and is the legal owner of the trademarks, service marks, and trade names listed in the attached Schedule A, and the trademark applications and registration in the attached Schedule B (the "**Trademarks**");

WHEREAS, Assignor has adopted and registered the internet domain names listed in the attached Schedule C (the "**Domain Names**");

WHEREAS, Assignor is the owner of the US patent applications and issued patents listed in the attached Schedule D (the "**Patents**");

WHEREAS, "**Property**" as used herein includes current and future inventions and discoveries and any improvements thereto; any and all patent applications and letters patent which have been or may be granted for the current and future inventions in the United States and in any and all foreign countries; any and all provisional, non-provisional, divisions, reissues, re-examinations, amendments, continuations, continuations-in-part, and PCT applications thereof, including the right to file foreign applications directly in the name of Buyer and to claim priority rights deriving from said applications to which said foreign applications are entitled by virtue of international convention, treaty or otherwise; any and all trademarks used by Assignor in connection with its business, including any common law rights therein, together with the goodwill of the business relating to the goods and services in respect of which said trademarks have been used; and all items listed on Schedule A, Schedule B, Schedule C, and Schedule D attached hereto.

WHEREAS, Assignor desires to transfer, and assign all of its right, title, and interest in and to the Property to Assignee, and Assignee wishes to accept such transfer and assignment;

WHEREAS, Assignee is the successor to that portion of the ongoing and existing business to which the Trademarks pertain; and

WHEREAS, the Assignor wishes to herein memorialize said assignment and transfer of the Property, together with all of the goodwill of the business associated with the Property, to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignment. Assignor hereby conveys, assigns, transfers, and delivers to Assignee its entire right, title and interest in and to the Property together with all rights and privileges granted and secured thereby, including:

- (a) all rights and obligations under any license agreements governing use of the Property;

(b) all rights and obligations in and to all of the goodwill of the business associated with the Property and the ongoing and existing business of the Assignor to which the Property pertains; and

(c) all claims for damages by reason of past or current infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor will make all necessary arrangements to ensure that the appropriate registrar(s), or any other registrar(s) handling the registration of the Domain Names, transfers the Domain Names to Assignee in a timely manner following execution of this Assignment. Assignor hereby requests the relevant registrar(s) and any other appropriate domain name registration authorities that exercise authority over the Domain Names, to transfer the Domain Names to Assignee. Upon execution of this Assignment, Assignor shall unlock the Domain Names, provide Assignee with the authorization code for the transfer, and approve the transfer request for the Domain Names.

Assignor represents and warrants that it has not conveyed to others any right, title, or interest in said Property, or any license to use the same or to make, use, or sell anything embodying or utilizing any of said Property; that Assignor has good right to assign the same to Assignee without encumbrance; and that Seller is aware of no claim to the contrary.

At the sole expense of Assignee, Assignor will cooperate with Assignee to prepare and file applications to register, record, and/or maintain rights to the Property transferred hereunder, with the United States Patent and Trademark Office and with all other appropriate governmental entities in all jurisdictions as may be reasonably requested by Assignee. Assignor shall execute such other documents and perform such other acts as may reasonably be requested by Assignee to effect the terms of this Assignment, including without limitation the execution and filing of assignment forms in accordance with the laws and policies of jurisdictions inside and outside the United States.

This Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the Effective Date.

ASSIGNOR:  
Quidst, LLC

By [Signature]  
Name: Elliott Wilke  
Title: Director

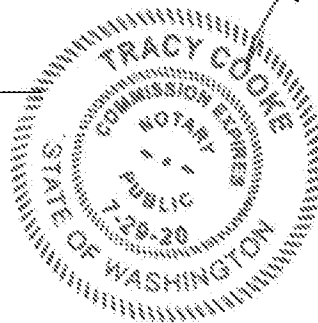
STATE OF Washington  
COUNTY OF King

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named Elliott Wilke, who stated that s/he was duly authorized in her/his capacity as Director to execute the foregoing instrument for and in the name and behalf of Quidst, LLC and further stated that and acknowledged that s/he had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 20th day of December, 2017

[Signature]  
Notary Public

My Commission Expires:  
7/29/2020



ASSIGNEE:  
Amazon Technologies, Inc.

By [Signature]  
Name: Scott Hayden  
Title: Vice President

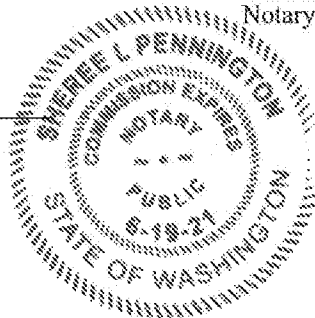
STATE OF WASHINGTON  
COUNTY OF KING

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named SCOTT HAYDEN, who stated that s/he was duly authorized in ~~her~~ his capacity as VICE PRESIDENT to execute the foregoing instrument for and in the name and behalf of Amazon Technologies, Inc. and further stated that and acknowledged that s/he had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 20 day of December 2017

[Signature]  
Notary Public SHERIE L. PENNINGTON

My Commission Expires:  
6-19-2021



SCHEDULE A – TRADEMARKS

BEAUTY BAR



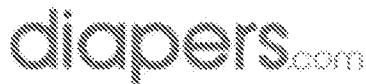
CASA.COM



CYBER MOMDAY

DEAL-CEMBER

DIAPERS.COM



GET STUFF. DONE.

LESS SCHLEP. MORE SHOP.



QUIDS!



SAMPLE SOCIETY

SOAP.COM



THE END OF AN ERRAND

WE DELIVER EVERYTHING BUT THE BABY

YOYO

YOYO.COM



1800DIAPERS




**SCHEDULE B -- TRADEMARK APPLICATIONS AND REGISTRATIONS**

**US Trademark Applications and Registrations**

	Mark	Application and Registration Nos.	Status
US	BEAUTY BAR	SN: 95040626 RN: 3905995	Registered (Supplemental)
US	CYBER MOMDAY	SN: 86838403	Allowed
US	CYBER MOMDAY	SN: 86981233 RN: 5143404	Registered
US	DEAL-CEMBER	SN: 87142830	Published
US	DIAPERS.COM	SN: 77638161 RN: 3747930	Registered (Supplemental)
US	DIAPERS.COM	SN: 85605188 RN: 4319981	Registered
US		SN: 77638159 RN: 3745553	Registered (Supplemental)
US		SN: 86781539 RN: 4982796	Registered
US	GET STUFF, DONE.	SN: 85044834 RN: 3991089	Registered
US	LESS SCHLEP. MORE SHOP.	SN: 85127251 RN: 4013859	Registered
US		SN: 85965778 RN: 4615964	Registered
US		SN: 85467888 RN: 4326662	Registered
US	QUIDS!	SN: 85846599	Allowed
US	SAMPLE SOCIETY	SN: 86151041 RN: 4583936	Registered
US	SOAP.COM	SN: 77894188 RN: 3909500	Registered (Supplemental)
US	SOAP.COM	SN: 87230006	Pending
US	SOAP.COM	SN: 87975078	Pending
US		SN: 87330711	Pending
US	THE END OF AN ERRAND	SN: 85044847 RN: 3991090	Registered
US	WE DELIVER EVERYTHING BUT THE BABY	SN: 77540256 RN: 3726310	Registered
US	WE DELIVER EVERYTHING BUT THE BABY	SN: 77237426 RN: 3509663	Registered
US	YOYO.COM	SN: 77871602 RN: 4068768	Registered

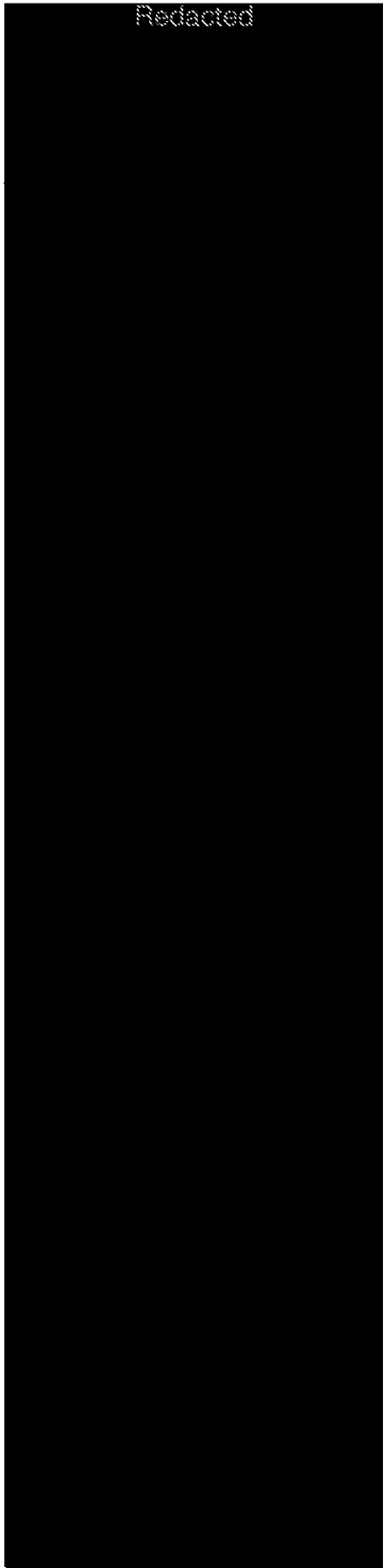
**Canada Trademark Applications and Registrations**

CA	1800DIAPERS	AN: 1319917 RN: TMA728177	Registered
CA	BEAUTY BAR	AN: 1504134 RN: TMA889040	Registered
CA	DIAPERS.COM	AN: 1427035	Pending
CA		AN: 1569538	Pending
CA	QUIDSI	AN: 1569543	Pending
CA	SOAP.COM	AN: 1480559	Published

SCHEDULE C – DOMAIN NAMES

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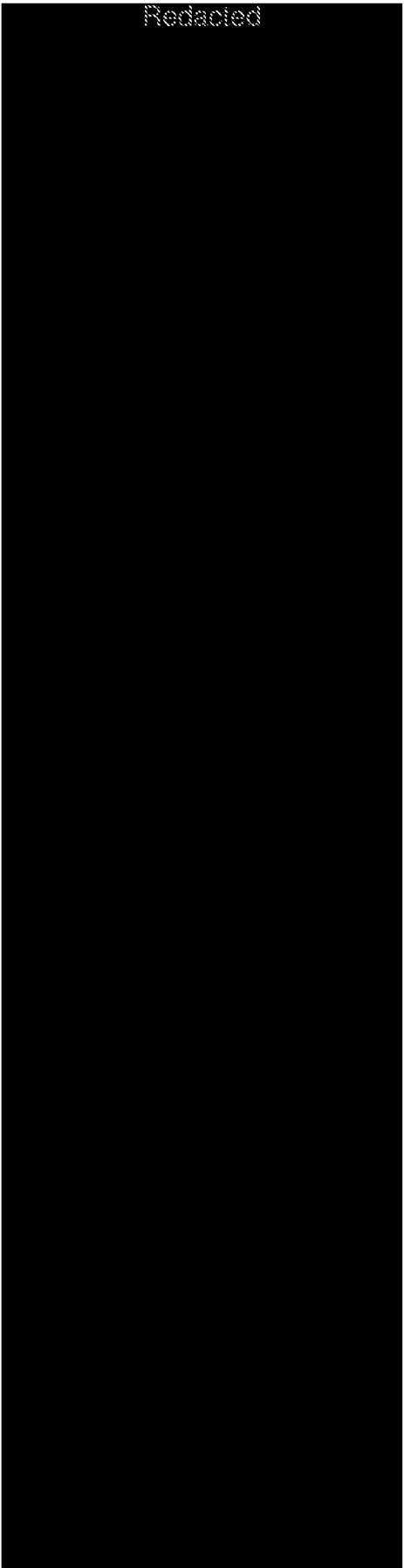




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SCHEDULE D - PATENTS

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