

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM462920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Giggle, Inc.		06/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gordon Brothers Brands, LLC		
Street Address:	800 Boylston Street		
Internal Address:	27th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3453784		
Registration Number:	3568933		
Registration Number:	4299656	GIGGLE	
Registration Number:	4733880	GIGGLE	
Registration Number:	5232783	GIGGLE	
Registration Number:	4093990		
Registration Number:	4006394	GIGGLE BETTER BASICS	
Registration Number:	3636705	GIGGLE BETTER BASICS	
Registration Number:	3939046	GIGGLE BETTER BASICS	
Registration Number:	3122969	GIGGLE HEALTHY. HAPPY. BABY.	
Registration Number:	4126879	GIGGLEDEALS	
Registration Number:	4231365	GIGGLEDOTS	
Registration Number:	4230820	GIGGLEGLOW	
Registration Number:	3897244	G-LIST	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

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Phone: 2124726262
Email: arlatifi@tuckerlatifi.com
Correspondent Name: Ali R. Latifi
Address Line 1: 160 East 84th Street
Address Line 2: Suite 5E
Address Line 4: New York, NEW YORK 10028

NAME OF SUBMITTER:	ALI R. LATIFI
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SIGNATURE:	/Ali R. Latifi/
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DATE SIGNED:	02/21/2018
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Total Attachments: 63

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SECURITY AGREEMENT

This Security Agreement dated as of June 28, 2017 (the "Agreement") by and among giggle, Inc., a Delaware corporation (the "Borrower"), with its primary place of business at 158 West 27th Street, 8th Floor, New York, NY 10001, Gordon Brothers Brands, LLC, a Delaware limited liability company ("Gordon Brothers"), in its capacity as the collateral agent for the Secured Party (in such capacity, together with its successors and assigns, the "Collateral Agent"), which parties are also parties to that certain Letter Agreement (as amended, restated and supplemented from time to time, the "Letter Agreement") dated June 28, 2017, and the Collateral Agent is holder of a Note (as defined below) issued thereunder (the "Secured Party"):

The Borrower, the Collateral Agent and the Secured Party hereby agree as follows:

1. Certain Definitions. All initially capitalized terms used in this Agreement without definition shall have the meanings assigned thereto in the Letter Agreement. Any terms (whether capitalized or lower case) used in this Agreement that are defined in the Code shall be construed and defined as set forth in the Code unless otherwise defined herein or in the Letter Agreement, provided that, to the extent that the Code is used to define any term used herein and if such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

- (a) "Account" means an account (as that term is defined in Article 9 of the Code).
- (b) "Agent's Liens" means the Liens granted by the Borrower to the Collateral Agent under the Security Documents to secure the Obligations.
- (c) "Application Event" means the occurrence of an Event of Default and the election by the Collateral Agent to require that proceeds of Collateral be applied pursuant to Section 8(e) of this Agreement.
- (d) "Books" means books and records (including the Borrower's Records indicating, summarizing or evidencing the Borrower's assets (including the Collateral) or liabilities, the Borrower's Records relating to the Borrower's business operations or financial condition, and the Borrower's Goods or General Intangibles related to such information).
- (e) "Chattel Paper" means chattel paper (as that term is defined in the Code), and includes tangible chattel paper and electronic chattel paper.
- (f) "Code" means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority or remedies with respect to Agent's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies.

- (g) “Collateral” has the meaning set forth on Exhibit A hereto.
- (h) “Commercial Tort Claims” means commercial tort claims (as that term is defined in the Code).
- (i) “Control Agreement” means a control agreement, in form and substance reasonably satisfactory to the Collateral Agent executed and delivered by Borrower, the Collateral Agent, and the applicable securities intermediary (with respect to a Securities Account) or bank (with respect to a Deposit Account).
- (j) “Copyrights” means any and all rights in any works of authorship, including (A) copyrights and moral rights, (B) copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 2, (C) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of the Borrower’s rights corresponding thereto throughout the world.
- (k) “Deposit Account” means a deposit account (as that term is defined in the Code).
- (l) “Distribution” means (i) any distribution, dividend or any other payment or distribution (in cash, property or obligations) made by a Person on account of its Equity Interests, (ii) any redemption, purchase, retirement or other acquisition by a Person of any of its membership interests or (iii) the establishment of any fund for any such distribution, dividend, payment or acquisition.
- (m) “Equipment” means equipment (as that term is defined in the Code).
- (n) “Equity Interest” means, with respect to a Person, all of the shares, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in such Person, whether voting or nonvoting, including capital stock (or other ownership or profit interests or units), preferred stock or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended).
- (o) “Farm Products” means farm products (as that term is defined in the Code).
- (p) “Fixtures” means fixtures (as that term is defined in the Code).
- (q) “GAAP” means generally accepted accounting principles as in effect from time to time in the United States, consistently applied.
- (r) “General Intangibles” means general intangibles (as that term is defined in the Code), and includes payment intangibles, software, contract rights, rights to payment, rights under hedge agreements (including the right to receive payment on account of the termination (voluntarily or involuntarily) of hedge agreements), rights arising under common law, statutes, or regulations, choices or things in action, goodwill, Intellectual Property, Intellectual Property

Licenses, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, Goods, Investment Property, Negotiable Collateral and oil, gas or other minerals before extraction.

(s) “Goods” means goods (as that term is defined in the Code).

(t) “Intellectual Property” means any and all Patents, Copyrights, Trademarks, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

(u) “Intellectual Property Licenses” means, with respect to any Person (the “Specified Party”), (i) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (ii) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including (A) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to the Borrower pursuant to end-user licenses), (B) the license agreements listed on Schedule 3, and (C) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Collateral Agent’s and the Secured Party’s rights under the Loan Documents.

(v) “Inventory” means inventory (as that term is defined in the Code).

(w) “Investment” means any direct or indirect investment in any Person, including capital contributions to any Person, investments in or the acquisition of debt or equity securities of any Person or any loans, advances, guaranties or other extensions of credit to any Person.

(x) “Investment Property” means any and all investment property (as that term is defined in the Code).

(y) “Lien” means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any agreement to give or refrain from giving a lien, mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind.

(z) “Negotiable Collateral” means letters of credit, letter-of-credit rights, instruments, promissory notes, drafts and documents (as each such term is defined in the Code).

(aa) "Patents" means patents and patent applications, including (i) the patents and patent applications listed on Schedule 4, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all of the Borrower's rights corresponding thereto throughout the world.

(bb) "Permitted Liens" means: (i) Liens arising by operation of law incurred in the ordinary course of the Borrower's business and not in connection with the borrowing of money (such as carriers', warehousemen's, materialmen's and mechanics' liens) and that are either (A) for sums that are not yet delinquent or (B) the subject of Permitted Protests; (ii) Liens arising solely out of judgments or awards against the Borrower that do not constitute Events of Default and that are the subject of a Permitted Protest; (iii) Liens for taxes that either (A) are not yet delinquent, or (B) do not have priority over Agent's Liens and the underlying taxes are the subject of Permitted Protest; (iv) Liens (A) upon or in any equipment acquired or held by the Borrower to secure Indebtedness incurred solely for the purpose of financing the purchase or acquisition of such equipment (including so-called "purchase money debt"), or (B) existing on such equipment at the time of its acquisition, provided, in each case, that (x) each such Lien attaches only to the equipment purchased or acquired with the proceeds of such indebtedness and the proceeds of such equipment, (y) each such Lien only secures Indebtedness that was incurred to purchase or acquire such equipment and (z) the incurrence of the Indebtedness secured thereby has been consented to in writing by the Collateral Agent; (v) Liens consisting of leases or subleases of real property, and non-exclusive licenses and sublicenses of Intellectual Property granted to others, in each case, in the ordinary course of the Borrower's business that do not interfere with or impair in any material respect the business of the Borrower or the Borrower's use or operation thereof, and any interest or title of a lessor or licensor under any such lease or license, as applicable; (vi) Liens incurred or deposits made in the ordinary course of the Borrower's business in connection with worker's compensation, unemployment insurance, social security and other like laws; (vii) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (viii) Liens to which the Collateral Agent has expressly consented in writing; and (ix) Liens in favor of the Secured Party granted pursuant to the Security Documents.

(cc) "Permitted Protest" means the right of the Borrower to protest any Lien (other than any Lien that secures the Obligations), taxes (other than payroll taxes or taxes that are the subject of a United States federal tax lien) or rental payment, provided that (i) a reserve with respect to such obligation is established on the Borrower's books and records in such amount as is required under GAAP, (ii) any such protest is instituted promptly and prosecuted diligently by the Borrower in good faith, and (iii) the Collateral Agent is satisfied that, while any such protest is pending, there will be no impairment of the enforceability, validity, or priority of any of Agent's Liens.

(dd) "Pledged Companies" means each Person all or a portion of whose Equity Interests are acquired or otherwise owned by the Borrower.

(ee) "Pledged Interests" means all of the Borrower's right, title and interest in and to all of the Equity Interests now owned or hereafter acquired by the Borrower, regardless of class or designation, including in each of the Pledged Companies, and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Equity Interests, the right to receive any certificates representing any of the Equity Interests, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and the right to receive all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and all cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.

(ff) "Proceeds" has the meaning set forth on Exhibit A hereto.

(gg) "Real Property" means any estates or interests in real property now owned or hereafter acquired by the Borrower and the improvements thereto.

(hh) "Record" means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

(ii) "Securities Account" means a securities account (as that term is defined in the Code).

(jj) "Supporting Obligations" means supporting obligations (as such term is defined in the Code), and includes letters of credit and guaranties issued in support of Accounts, Chattel Paper, documents, General Intangibles, instruments or Investment Property.

(kk) "Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 5, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of the Borrower's business symbolized by the foregoing or connected therewith and (vi) all of the Borrower's rights corresponding thereto throughout the world.

2. Grant of Security.

(a) Grant. The Borrower, for valuable consideration, the receipt of which is hereby acknowledged, hereby unconditionally grants, assigns and pledges to the Collateral Agent, for the benefit of the Secured Party, and to the Secured Party, a continuing security interest in and Lien on all of the Borrower's right, title and interest in and to the Collateral to secure the Obligations.

(b) Borrower Remains Liable. Anything herein to the contrary notwithstanding, (i) the Borrower shall remain liable under any contracts, agreements and other documents

included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Collateral Agent or the Secured Party of any of the rights under any Security Document shall not release the Borrower from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral and (iii) neither the Collateral Agent nor the Secured Party shall have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement or any other Security Document, nor shall the Collateral Agent or the Secured Party be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

3. Borrower's Representations. In order to induce the Collateral Agent and the other Secured Party to enter into this Agreement, the Borrower makes the following representations and warranties to the Collateral Agent and the Secured Party, which shall be true, correct and complete as of the date hereof, and shall be true, correct and complete as of the date of the Letter Agreement and each extension of credit made pursuant thereto, as though made on and as of the date of each such Note (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true, correct and complete as of such earlier date)) and such representations and warranties shall survive the execution and delivery of this Agreement:

(a) The name (within the meaning of Section 9-503 of the Code) and jurisdiction of organization of the Borrower is as set forth in the introductory paragraph hereof. The chief executive office of the Borrower is located at the address set forth in the introductory paragraph hereof.

(b) As of the Closing Date, the Borrower does not (i) have any Subsidiaries other than LMC Right Start, Inc., a Delaware corporation, which is a wholly-owned Subsidiary of the Borrower, (ii) hold any Commercial Tort Claims or (iii) own any Real Property. The Borrower leases (or subleases) only the real property locations set forth on Schedule 8 hereto, as such Schedule may be updated by the Borrower from time to time in accordance with Section 4(a).

(c) Set forth on Schedule 1 is a listing of all of the Borrower's Deposit Accounts and Securities Accounts, including with respect to each bank or securities intermediary (i) the name and address of such Person, and (ii) the account numbers of the Deposit Accounts or Securities Accounts maintained with such Person.

(d) As of the Closing Date: (i) Schedule 2 provides a complete and correct list of all registered Copyrights owned by the Borrower, all applications for registration of Copyrights owned by the Borrower, and all other Copyrights owned by the Borrower and material to the conduct of the business of the Borrower; (ii) Schedule 3 provides a complete and correct list of all Intellectual Property Licenses held by the Borrower pursuant to which (A) the Borrower has provided any license or other rights in Intellectual Property owned or controlled by the Borrower to any other Person (other than non-exclusive software licenses granted in the ordinary course of business) or (B) any Person has granted to the Borrower any license or other rights in Intellectual Property owned or controlled by such Person that is material to the business of the Borrower,

including any Intellectual Property that is incorporated in any Inventory, software or other product marketed, sold, licensed or distributed by the Borrower; (iii) Schedule 4 provides a complete and correct list of all Patents owned by the Borrower and all applications for Patents owned by the Borrower; and (iv) Schedule 5 provides a complete and correct list of all registered Trademarks owned by the Borrower, all applications for registration of Trademarks owned by the Borrower, and all other Trademarks owned by the Borrower and material to the conduct of the business of the Borrower.

(e) The Borrower owns exclusively or holds licenses in all Intellectual Property that is necessary in or material to the conduct of its business.

(f) This Agreement creates a valid security interest in the Collateral of the Borrower, to the extent a security interest therein can be created under the Code, securing the Obligations. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the Code, all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements listing the Borrower, as a debtor, and the Collateral Agent, as secured party, in the jurisdictions listed next to the Borrower's name on Schedule 6. Upon the making of such filings, the Collateral Agent shall have a first priority perfected security interest in the Collateral of the Borrower to the extent such security interest can be perfected by the filing of a financing statement. All action by the Borrower necessary to protect and perfect such security interest in each item of Collateral has been duly taken. There are no Liens on the Collateral, other than Permitted Liens.

(g) No consent, approval, authorization, or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required (i) for the grant of a security interest by the Borrower in and to the Collateral pursuant to this Agreement or for the execution, delivery, or performance of this Agreement by the Borrower, or (ii) for the exercise by the Collateral Agent of the remedies in respect of the Collateral pursuant to the Security Documents, except for consents, approvals, authorizations, or other orders or actions that have been obtained or given (as applicable) and that are still in force (copies of which have been furnished to the Collateral Agent).

(h) Schedule 7 sets forth all motor vehicles owned by the Borrower as of the date hereof, by model, model year, and vehicle identification number.

4. Borrower's Covenants. The Borrower covenants and agrees with the Collateral Agent and the Secured Party that from and after the date of this Agreement and until the date of termination of this Agreement in accordance with Section 13:

(a) Notices. The Borrower will give the Secured Party 30 days prior written notice of the establishment of any new place of business where any of the Collateral is kept, provide the Collateral Agent with an updated Schedule 8 hereto reflecting any such new location and comply with Section 4(n) prior to locating any Collateral at such location. The Borrower will not change its name, organizational identification number, jurisdiction of organization or organizational identity, provided that the Borrower may change its name upon at least 10 days prior written notice to Secured Party of such change.

(b) Inspection. The Borrower will at all times keep, in a manner reasonably satisfactory to the Secured Party, accurate and complete records of the Collateral and will keep such Collateral insured to the extent similarly situated companies insure their assets and otherwise as reasonably required by the Secured Party. Without limitation of any provisions of the Letter Agreement, the Collateral Agent and the Secured Party shall be entitled, at reasonable times and intervals after reasonable notice to the Borrower, to enter the Borrower's premises for purposes of inspecting the Collateral and the Borrower's Books and Records relating thereto.

(c) No Other Liens. The Borrower will not create or permit to be created or suffer to exist any Lien, except Permitted Liens, of any kind on any of the Collateral.

(d) Restrictions on Use. The Borrower shall not use the Collateral in violation of any applicable statute, ordinance, law or regulation or in violation of any insurance policy maintained by the Borrower with respect to the Collateral.

(e) Other Financing Statements. Other than financing statements (including amendments and continuation statements), security agreements, chattel mortgages, assignments, copyright security agreements or collateral assignments, patent or trademark security agreements or collateral assignments, fixture filings and other agreements or instruments executed, delivered, filed or recorded for the purpose of granting or perfecting any Lien (collectively, "Financing Statements") existing as of the date hereof as disclosed to the Secured Party on Schedule 9 hereto or arising after the date hereof in connection with any Permitted Lien and Financing Statements in favor of the Collateral Agent or the Secured Party, no effective Financing Statement naming the Borrower as debtor, assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the Collateral is on file in any filing or recording office in any jurisdiction.

(f) Other Notices, Reports and Information. The Borrower will (i) notify the Secured Party of any material claim made or asserted against the Collateral by any person or entity and of any change in the composition of the Collateral or other event which could materially adversely affect the value of the Collateral or Agent's Lien thereon; (ii) furnish to the Collateral Agent and the Secured Party such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail; and (iii) upon request of the Secured Party make such demands and requests for information and reports as the Borrower is entitled to make in respect of the Collateral.

(g) Disposition of Collateral, Etc. The Borrower will not (i) surrender or lose possession of (other than to the Secured Party), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except in the ordinary course of business or as expressly permitted by the Loan Documents, (ii) remove any of the Collateral from its present location within the State of New York except upon at least 30 days' prior written notice to the Collateral Agent and compliance with Section 4(a), (iii) except as expressly required or permitted by the Loan Documents, declare or make any Distributions in respect of its Equity Interests or (iv) make any Investments.

(h) Possession of Collateral. In the event that any Collateral, including Proceeds, is evidenced by or consists of Negotiable Collateral, Investment Property or Chattel Paper, the

Borrower shall promptly (and in any event within five (5) business days after acquisition thereof), notify the Collateral Agent thereof, and if and to the extent that perfection or priority of Agent's Lien is dependent on or enhanced by possession, the Borrower, promptly (and in any event within five (5) business days) after request by the Collateral Agent, shall execute such other documents and instruments as shall be requested by the Collateral Agent or, if applicable, endorse and deliver physical possession of such Negotiable Collateral, Investment Property or Chattel Paper to the Collateral Agent, together with such undated powers (or other relevant document of transfer acceptable to the Collateral Agent) endorsed in blank as shall be requested by the Collateral Agent, and shall do such other acts or things deemed necessary or desirable by Agent to protect Agent's Lien therein.

(i) Control Agreements. The Borrower shall obtain an authenticated Control Agreement from each bank, securities intermediary or other Person maintaining a Deposit Account or Securities Account for the Borrower reasonably satisfactory in form and substance to the Collateral Agent. The Borrower agrees to promptly deliver to the Collateral Agent, or cause to be delivered to the Collateral Agent, each such executed Control Agreement within 30 days after the date hereof. In the event that the Subordinated Agent at any time has obtained "control" under the Code of any Deposit Account or Securities Account of Borrower (such Collateral being the "Existing Controlled Accounts") then the Subordinated Agent (on behalf of the Subordinated Lenders) will control the Existing Controlled Accounts as gratuitous bailee and/or gratuitous agent for perfection for the benefit of the Collateral Agent and the Secured Party, as secured party, so as to satisfy the requirements of Sections 8-301(a)(2) and 9-313(c) of the Code and the Subordinated Agent's control of such Accounts shall be subject to the terms of the Intercreditor Agreement. Upon any Control Agreement being entered into in connection with an Existing Controlled Account, all prior control agreements with respect to such account shall be terminated.

(j) Letter-of-Credit Rights. If the Borrower is or becomes the beneficiary of letters of credit, then the Borrower shall promptly (and in any event within five (5) business days after becoming a beneficiary), notify the Collateral Agent thereof and, promptly (and in any event within five (5) business days) after request by the Collateral Agent, enter into a tri-party agreement with the Collateral Agent and the issuer or confirming bank with respect to letter-of-credit rights in form and substance reasonably satisfactory to the Collateral Agent.

(k) Commercial Tort Claims. If the Borrower obtains Commercial Tort Claims, then the Borrower shall promptly (and in any event within five (5) business days of obtaining any such Commercial Tort Claim), notify the Collateral Agent upon incurring or otherwise obtaining such Commercial Tort Claims and, promptly (and in any event within five (5) business days) after request by the Collateral Agent, provide to the Collateral Agent a description of such Commercial Tort Claims in a manner that reasonably identifies such Commercial Tort Claims and which is otherwise reasonably satisfactory to the Collateral Agent, and hereby authorizes the filing of additional financing statements or amendments to existing financing statements describing such Commercial Tort Claims, and agrees to do such other acts or things deemed necessary or desirable by the Collateral Agent to give the Collateral Agent a first priority, perfected security interest in any such Commercial Tort Claim.

(l) Intellectual Property. Upon the request of Agent, in order to facilitate filings with the United States Patent and Trademark Office and the United States Copyright Office, the Borrower shall execute and deliver to the Collateral Agent one or more copyright security agreements, trademark security agreements or patent security agreements, as applicable, in form and substance reasonably satisfactory to the Collateral Agent, to further evidence Agent's Lien on the Borrower's Patents, Trademarks or Copyrights and the General Intangibles of the Borrower relating thereto or represented thereby.

(m) Real Property. The Borrower shall, upon the acquisition of any fee interest in Real Property it will promptly (and in any event within two (2) business days of acquisition) notify the Collateral Agent of the acquisition of such Real Property and, if requested by the Collateral Agent, will grant to the Collateral Agent, for the benefit of the Secured Party, a first priority Lien on each fee interest in Real Property now or hereafter owned by the Borrower and shall deliver such other documentation and opinions, in form and substance satisfactory to the Collateral Agent, in connection with the grant of such mortgage as the Collateral Agent shall request, including title insurance policies, financing statements, fixture filings and environmental audits and the Borrower shall pay all recording costs, intangible taxes and other fees and costs (including reasonable attorneys fees and expenses) incurred in connection therewith. The Borrower acknowledges and agrees that, to the extent permitted by applicable law, all of the Collateral shall remain personal property regardless of the manner of its attachment or affixation to real property.

(n) Landlord Waivers. The Borrower shall cause each landlord of real property leased by the Borrower to execute and deliver instruments reasonably satisfactory in form and substance to the Collateral Agent by which such landlord waives its rights, if any, in the Collateral and grants the Collateral Agent and Secured Party access to the leased premises. The Borrower agrees to promptly deliver to the Collateral Agent, or cause to be delivered to the Collateral Agent, each such landlord waiver within 30 days after the date hereof for leases in effect as of the Closing Date, and, for real property leases entered into after the date hereof at or prior to the time the Borrower enters into any such lease.

(o) Motor Vehicles. Promptly (and in any event within five (5) business days) after request by the Collateral Agent, with respect to all Goods or Equipment covered by a certificate of title owned by the Borrower, the Borrower shall deliver to the Collateral Agent or the Collateral Agent's designee, the certificates of title for all such Goods and Equipment and take all actions necessary to cause such certificates to be filed (with the Agent's Lien noted thereon) in the appropriate state motor vehicle filing office.

5. Financing Statements, Etc. (a) The Borrower shall at its cost provide and execute any Financing Statement (including without limitation the filing of notices with the United States Copyright Office and the United States Patent and Trademark Office), in respect of any security interest created pursuant to this Agreement which may at any time be required or which, in the opinion of the Collateral Agent or the Secured Party, may at any time be desirable. If any recording or filing thereof (or the filing of any statements of continuation or assignment of any financing statement) is required to protect and preserve such lien or security interest, the Borrower shall at its cost execute the same at the time and in the manner requested by the Collateral Agent. To the fullest extent permitted by applicable law, the Borrower authorizes the

Collateral Agent and the Secured Party, and any agent acting on behalf of the Collateral Agent or the Secured Party, to file any such Financing Statements without the signature of the Borrower. The Borrower agrees that from time to time, at its own expense, the Borrower will promptly execute and deliver all further instruments and documents, and take all further action, that the Collateral Agent or the Secured Party may reasonably request, in order to perfect and protect the Liens granted hereby, to create, perfect or protect the Liens purported to be granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies under the Security Documents with respect to any of the Collateral.

(b) The Borrower authorizes the Collateral Agent and the Secured Party at any time and from time to time to file, transmit, or communicate, as applicable, Financing Statements (i) describing the Collateral as "all personal property of debtor" or "all assets of debtor" or words of similar effect, (ii) describing the Collateral as being of equal or lesser scope or with greater detail, or (iii) that contain any information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance. The Borrower also hereby ratifies any and all financing statements or amendments previously filed by the Collateral Agent in any jurisdiction.

(c) The Borrower acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed in connection with this Agreement without the prior written consent of the Collateral Agent.

6. Borrower's Rights Until Default. So long as an Event of Default does not exist and subject to the other provisions set forth in the Loan Documents, the Borrower shall have the right to possess the Collateral, manage its property and sell its inventory in the ordinary course of the Borrower's business.

7. Event of Default. An "Event of Default" shall exist under this Agreement upon the happening of any of the following events or conditions, without demand or notice from the Collateral Agent or the Secured Party:

(a) failure to observe or perform any of its agreements, warranties, representations or covenants in this Agreement or any other Loan Documents, which failure is not cured within 10 days after the earlier of (i) receipt of written notice thereof by the Collateral Agent or the Secured Party to the Borrower or (ii) the date on which the Borrower knew or, with reasonable diligence should have known, of such failure; or

(b) the occurrence of any Event of Default, as defined in the Letter Agreement.

8. Rights and Remedies on Event of Default.

(a) Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent and the Secured Party shall have the right, itself or through any of its agents, with or without notice to the Borrower (as provided below), as to any or all of the Collateral, by any available judicial procedure, or without judicial process (provided, however, that it is in compliance with the Code), to exercise any and all rights afforded to a secured party under the Code or other applicable law, in addition to all other rights and remedies provided for herein or in the other Loan Documents or otherwise available to the Collateral Agent or the Secured Party. Without limiting the generality of the foregoing, the Collateral Agent shall have the right to sell

or otherwise dispose of all or any part of the Collateral, either at public or private sale, in lots or in bulk, for cash or for credit, with or without warranties or representations, and upon such terms and conditions, all as the Collateral Agent, in its sole discretion, may deem advisable, and the Collateral Agent and the Secured Party shall have the right to purchase at any such sale. The Borrower agrees that a notice sent at least ten (10) days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made shall be reasonable notice of such sale or other disposition. If, upon the sale or other disposition of the Collateral, the proceeds thereof are insufficient to pay in full the Obligations and all other amounts to which the Collateral Agent and Secured Party are legally entitled, the Borrower shall be liable for the deficiency, together with interest thereon at the rate of 10% per annum, and the fees of any attorneys the Collateral Agent and Secured Party employ to collect such deficiency; provided, however, that the foregoing shall not be deemed to require the Collateral Agent and Secured Party to resort to or initiate proceedings against the Collateral prior to the collection of any such deficiency from the Borrower. To the extent permitted by applicable law, the Borrower waives all claims, damages and demands against the Collateral Agent and Secured Party arising out of the retention or sale or lease of the Collateral or other exercise of the Collateral Agent's and the Secured Party's rights and remedies with respect thereto.

(b) Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all the Borrower's right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the Collateral sold, and shall be a perpetual bar, both at law and in equity, against the Borrower and its successors and assigns, and against all Persons claiming the Collateral sold or any part thereof under, by or through the Borrower and its successors or assigns.

(c) The Borrower appoints the Collateral Agent, and any officer, employee or agent of the Collateral Agent, with full power of substitution, as the Borrower's true and lawful attorney-in-fact, effective as of the date hereof, with power, in its own name or in the name of the Borrower, upon the occurrence and during the continuance of an Event of Default, (i) to endorse any notes, checks, drafts, money orders, or other instruments of payment in respect of the Collateral that may come into the Collateral Agent's or the Secured Party's possession, (ii) to sign and endorse any drafts against the Borrower, assignments, verifications and notices in connection with accounts, and other documents relating to Collateral; (iii) to pay or discharge taxes or Liens at any time levied or placed on or threatened against the Collateral; (iv) to demand, collect, issue receipt for, compromise, settle and sue for monies due in respect of the Collateral; (v) to notify Persons obligated with respect to the Collateral to make payments directly to the Collateral Agent; and (vi) generally, to do, at the option of the Collateral Agent and at the Borrower's expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary to protect, preserve and realize upon the Collateral and the Collateral Agent's or the Secured Party's security interest therein to effect the intent of this Agreement and the other Loan Documents, all as fully and effectually as the Borrower might or could do; and the Borrower hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable as long as any of the Obligations are outstanding.

(d) All of the Collateral Agent's and the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

(e) At any time that an Application Event has occurred and is continuing, all proceeds of Collateral received by the Collateral Agent shall be applied as follows:

(i) first, to pay any costs, expenses and indemnities then due to the Collateral Agent or the Secured Party under the Security Documents, until paid in full,

(ii) second, ratably to pay any other costs and expenses or indemnities then due to the Secured Party under the Loan Documents, until paid in full,

(iii) third, ratably to pay interest accrued in respect of the Note until paid in full,

(iv) fourth, ratably to pay the outstanding principal of all Note until paid in full,

(v) fifth, ratably to pay all other then outstanding Obligations, and

(vi) sixth, to the Borrower or such other Person entitled thereto under applicable law.

The Collateral Agent promptly shall distribute to each Secured Party, pursuant to the applicable wire instructions received from each Secured Party in writing, such funds as it may be entitled to receive. For purposes of this Section, "paid in full" of a type of Obligation means payment in cash or immediately available funds of all amounts owing under the Loan Documents, including interest (and specifically including interest accrued after the commencement of any insolvency or bankruptcy proceeding), default interest, interest on interest, and expense reimbursements, whether or not any of the foregoing would be or is allowed or disallowed in whole or in part in any insolvency or bankruptcy proceeding.

9. Secured Party's Rights; Borrower Waivers.

(a) At any time that Gordon Brothers is the only Secured Party, any right, remedy, protection, authorization or appointment by the Borrower or power of the Collateral Agent hereunder shall also be a right, remedy, protection, authorization or appointment by the Borrower or power of the Secured Party directly and any reference in any such provision to the Collateral Agent shall mean and include Gordon Brothers in its capacity as the Secured Party, including, without limitation, for purposes of Section 8(c).

(b) The Collateral Agent's or the Secured Party's acceptance of partial or delinquent payment from the Borrower under the Note or hereunder, or the Collateral Agent's or the Secured Party's failure to exercise any right hereunder, shall not constitute a waiver of any obligation of the Borrower hereunder, or any right of the Collateral Agent or the Secured Party hereunder, and shall not affect in any way the right to require full performance at any time thereafter.

(c) The Borrower waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshaling of the Collateral or other collateral or security for the Obligations; (ii) any right to require the Collateral Agent or the Secured Party (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in the Collateral Agent's or the Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against the Collateral Agent or the Secured Party arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

10. Collateral Agent May Perform. If the Borrower fails to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Collateral Agent incurred in connection therewith shall be payable by the Borrower.

11. Collateral Agent's Duties. The powers conferred on the Collateral Agent hereunder are solely to protect the Collateral Agent's interest in the Collateral, for the benefit of the Secured Party, and shall not impose any duty upon the Collateral Agent to exercise any such powers. Except for the safe custody of any Collateral in its actual possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its actual possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property.

12. Appointment and Authorization of Collateral Agent, Etc.

(a) Appointment, Etc. The Secured Party hereby designates and appoints Gordon Brothers as the Collateral Agent under this Agreement and the other Security Documents and the Secured Party hereby irrevocably authorizes the Collateral Agent to execute and deliver each of the other Security Documents on its behalf and to take such other action on its behalf under the provisions of this Agreement and each other Security Document and to exercise such powers and perform such duties as are expressly delegated to the Collateral Agent by the terms of this Agreement or any other Security Document, together with such powers as are reasonably incidental thereto. The Collateral Agent agrees to act as the Collateral Agent for and on behalf of the Secured Party on the conditions contained in this Section 12. Any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document notwithstanding, the Collateral Agent shall not have any duties or responsibilities, except those expressly set forth herein or in the other Security Documents, nor shall the Collateral Agent have or be deemed to have any fiduciary relationship with the Secured Party and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Collateral Agent. Without limiting the generality of the foregoing, the use of the term "Collateral Agent" in this Agreement or the other Loan Documents with reference to the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law.

Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only a representative relationship between independent contracting parties. The Secured Party hereby further authorizes the Collateral Agent to act as the secured party under each of the Security Documents that create a Lien on any item of Collateral. Except as expressly otherwise provided in this Agreement, the Collateral Agent shall have and may use its sole discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions that the Collateral Agent expressly is entitled to take or assert under or pursuant to this Agreement and the other Security Documents. Without limiting the generality of the foregoing, or of any other provision of the Security Documents that provides rights or powers to the Collateral Agent, the Secured Party agrees that the Collateral Agent shall have the right to exercise the following powers as long as this Agreement remains in effect: (i) maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Collateral, payments and proceeds of Collateral, and related matters, (ii) execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to the Security Documents, (iii) exclusively receive, apply, and distribute payments and proceeds of the Collateral as provided in the Security Documents, (iv) open and maintain such bank accounts and cash management arrangements as the Collateral Agent deems necessary and appropriate in accordance with the Security Documents for the foregoing purposes, and (v) perform, exercise, and enforce any and all other rights and remedies of the Secured Party with respect to the Borrower, the Obligations, the Collateral, or otherwise related to any of same as provided in the Security Documents.

(b) Delegation of Duties. The Collateral Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees or attorneys in fact (collectively with the Collateral Agent, the "Collateral Agent-Related Persons") and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Collateral Agent shall not be responsible for the negligence or misconduct of any agent or attorney in fact that it selects as long as such selection was made without gross negligence or willful misconduct.

(c) Liability of Collateral Agent. None of the Collateral Agent-Related Persons shall (i) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct), or (ii) be responsible in any manner to the Secured Party for any recital, statement, representation or warranty made by the Borrower or any officer or director thereof contained in this Agreement, any other Loan Document or any certificate, report, statement or other document referred to or provided for in, or received by the Collateral Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or for any failure of the Borrower or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Collateral Agent-Related Person shall be under any obligation to the Secured Party to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the books and records or properties of the Borrower.

(d) Reliance by Collateral Agent. The Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, telefacsimile or other electronic method of transmission, telex or telephone message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent, or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to the Borrower or counsel to the Secured Party), independent accountants and other experts selected by the Collateral Agent. The Collateral Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document as it deems appropriate and until such instructions are received, the Collateral Agent shall act, or refrain from acting, as it deems advisable. If the Collateral Agent so requests, it shall first be indemnified to its reasonable satisfaction by the Secured Party against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Secured Party and such request and any action taken or failure to act pursuant thereto shall be binding upon the Secured Party.

(e) Notice of Event of Default. The Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any Event of Default, except with respect to Events of Default of which the Collateral Agent has actual knowledge, unless the Collateral Agent shall have received written notice from a the Secured Party or the Borrower referring to this Agreement or the Letter Agreement, describing such Event of Default, and stating that such notice is a "notice of default." The Collateral Agent promptly will notify the Secured Party of its receipt of any such notice or of any Event of Default of which the Collateral Agent has actual knowledge. Subject to Section 12(d), the Collateral Agent shall take such action with respect to such Event of Default as it determines, or as may be requested by the Secured Party, in accordance with the Letter Agreement; provided, that unless and until the Collateral Agent has received any such request, the Collateral Agent may not take such action.

(f) Credit Decision. The Secured Party acknowledges that none of the Collateral Agent-Related Persons has made any representation or warranty to it, and that no act by the Collateral Agent hereinafter taken, including any review of the affairs of the Borrower, shall be deemed to constitute any representation or warranty by any Collateral Agent-Related Person to the Secured Party. The Secured Party represents to the Collateral Agent that it has, independently and without reliance upon any Collateral Agent-Related Person and based on such due diligence, documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower or any other Person party to a Loan Document, and all applicable regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrower pursuant to the Loan Documents. The Secured Party also represents that it will, independently and without reliance upon any Collateral Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower or any other Person party to a Loan Document. The Collateral Agent shall not

have any duty or responsibility to provide the Secured Party with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of the Borrower or any other Person party to a Loan Document that may come into the possession of any of the Collateral Agent-Related Persons. The Secured Party acknowledges that the Collateral Agent does not have any duty or responsibility, either initially or on a continuing basis (except to the extent, if any, that is expressly specified herein) to provide the Secured Party with any credit or other information with respect to the Borrower, its affiliates or any of their respective business, legal, financial or other affairs, and irrespective of whether such information came into the Collateral Agent's or its affiliates' or representatives' possession before or after the date on which the Secured Party became a party to this Agreement.

(g) Costs and Expenses; Indemnification. The Collateral Agent may incur and pay costs and expenses of the Secured Party pursuant to the Loan Documents to the extent the Collateral Agent reasonably deems necessary or appropriate for the performance and fulfillment of its functions, powers, and obligations pursuant to the Security Documents, including court costs, attorneys fees and expenses, fees and expenses of financial accountants, advisors, consultants, and appraisers, costs of collection by outside collection agencies, auctioneer fees and expenses, and costs of security guards or insurance premiums paid to maintain the Collateral, whether or not the Borrower is obligated to reimburse the Collateral Agent or the Secured Party for such expenses pursuant to this Agreement or otherwise. The Collateral Agent is authorized and directed to deduct and retain sufficient amounts from payments or proceeds of the Collateral received by the Collateral Agent to reimburse the Collateral Agent for such out-of-pocket costs and expenses prior to the distribution of any amounts to the Secured Party. In the event the Collateral Agent is not reimbursed for such costs and expenses by the Borrower, the Secured Party hereby agrees that it is and shall be obligated to pay to the Collateral Agent such Secured Party's ratable share thereof. Without limitation of the foregoing, the Secured Party shall reimburse the Collateral Agent upon demand for such Secured Party's ratable share of any costs or out of pocket expenses (including attorneys, accountants, advisors, and consultants fees and expenses) incurred by the Collateral Agent in connection with the preparation, execution, delivery, administration, modification, amendment, or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement or any other Loan Document to the extent that the Collateral Agent is not reimbursed for such expenses by or on behalf of the Borrower. The undertaking in this Section shall survive the payment of all Obligations hereunder and the resignation or replacement of the Collateral Agent.

(h) Successor Collateral Agent. The Collateral Agent may resign as the Collateral Agent upon 5 days (two days if an Event of Default has occurred and is continuing) prior written notice to the Secured Party. If the Collateral Agent resigns under this Agreement, the Secured Party shall be entitled to appoint a successor Collateral Agent for the Secured Party. If no successor Collateral Agent is appointed prior to the effective date of the resignation of the Collateral Agent, the Collateral Agent may appoint a successor Collateral Agent. In any such event, upon the acceptance of its appointment as successor Collateral Agent hereunder, such successor Collateral Agent shall succeed to all the rights, powers, and duties of the retiring Collateral Agent and the term "Collateral Agent" shall mean such successor Collateral Agent and the retiring Collateral Agent's appointment, powers, and duties as the Collateral Agent shall be terminated. After any retiring Collateral Agent's resignation hereunder as the Collateral Agent,

the provisions of this Section 12 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Collateral Agent under this Agreement. If no successor Collateral Agent has accepted appointment as the Collateral Agent by the date which is 30 days following a retiring Collateral Agent's notice of resignation, the retiring Collateral Agent's resignation shall nevertheless thereupon become effective and the Secured Party shall perform all of the duties of the Collateral Agent hereunder until such time, if any, as the Secured Party appoints a successor Collateral Agent as provided for above.

(i) Collateral Matters.

(i) The Secured Party hereby irrevocably authorizes the Collateral Agent to release any Lien on any Collateral upon the satisfaction in full by the Borrower of all of the Obligations. The Loan Parties and the Secured Party hereby irrevocably authorize the Collateral Agent to (i) consent to, credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted under the provisions of the U.S. Bankruptcy Code, including under Section 363 of the U.S. Bankruptcy Code, (ii) credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale or other disposition thereof conducted under the provisions of the Code, including pursuant to Sections 9-610 or 9-620 of the Code, or (iii) credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any other sale or foreclosure conducted by the Collateral Agent (whether by judicial action or otherwise) in accordance with applicable law. In connection with any such credit bid or purchase, (i) the Obligations owed to the Secured Party shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims being estimated for such purpose if the fixing or liquidation thereof would not unduly delay the ability of the Collateral Agent to credit bid or purchase at such sale or other disposition of the Collateral and, if such claims cannot be estimated without unduly delaying the ability of the Collateral Agent to credit bid, then such claims shall be disregarded, not credit bid, and not entitled to any interest in the asset or assets purchased by means of such credit bid) and the Secured Party whose Obligations are credit bid shall be entitled to receive interests (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) in the asset or assets so purchased (or in the Equity Interests of the acquisition vehicle or vehicles that are used to consummate such purchase), and (ii) the Collateral Agent may accept non-cash consideration, including debt and equity securities issued by such acquisition vehicle or vehicles and in connection therewith the Collateral Agent may reduce the Obligations owed to the Secured Party (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) based upon the value of such non-cash consideration. Upon request by the Collateral Agent or the Borrower at any time, the Secured Party will confirm in writing the Collateral Agent's authority to release any such Liens on particular types or items of Collateral pursuant to this Section 12; provided, that (A) the Collateral Agent shall not be required to execute any document necessary to evidence such release on terms that, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation, or warranty, and (B) such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Borrower in respect of) all interests retained by the

Borrower, including, the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

(ii) The Collateral Agent shall have no obligation whatsoever to the Secured Party to assure that the Collateral exists or is owned by the Borrower or is cared for, protected, or insured or has been encumbered, or that the Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, or whether to impose, maintain, reduce, or eliminate any particular reserve hereunder or whether the amount of any such reserve is appropriate or not, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent pursuant to any of the Security Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion given the Collateral Agent's own interest in the Collateral in its capacity as one of the Secured Party and that the Collateral Agent shall have no other duty or liability whatsoever to the Secured Party as to any of the foregoing, except as otherwise provided herein.

(j) Reserved.

(k) Agency for Perfection. The Collateral Agent hereby appoints each of the other Secured Party as its collateral agent for the purpose of perfecting the Collateral Agent's Liens in assets which, in accordance with Article 8 or Article 9, as applicable, of the Code can be perfected by possession or control. Should the Secured Party obtain possession or control of any such Collateral, such Secured Party shall notify the Collateral Agent thereof, and, promptly upon the Collateral Agent's request therefor shall deliver possession or control of such Collateral to the Collateral Agent or in accordance with the Collateral Agent's instructions.

(l) Concerning the Collateral and Related Security Documents. The Secured Party authorizes and directs the Collateral Agent to enter into this Agreement and the other Security Documents. The Secured Party agrees that any action taken by the Collateral Agent in accordance with the terms of this Agreement or the other Security Documents relating to the Collateral and the exercise by the Collateral Agent of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Secured Party.

13. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the Obligations have been paid or satisfied in full in accordance with the provisions of the Loan Documents, (b) be binding upon the Borrower and its successors and assigns, and (c) inure to the benefit of, and be enforceable by, the Collateral Agent, the Secured Party and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Secured Party may, subject to and in accordance with the provisions of the Letter Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Loan Documents to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Secured Party herein or otherwise. Upon payment in full of the Obligations in accordance with the provisions of the Loan Documents, the Liens granted by the

Security Documents shall terminate and all rights to the Collateral shall revert to the Borrower or any other Person entitled thereto. At such time, upon the Borrower's request, the Collateral Agent will authorize the filing of appropriate termination statements to terminate such Liens. No transfer or renewal, extension, assignment, or termination of this Agreement or of the Loan Documents, or any other instrument or document executed and delivered by the Borrower to the Collateral Agent nor any additional loans made by the Secured Party to the Borrower, nor the taking of further security, nor the retaking or re-delivery of the Collateral to the Borrower, by the Collateral Agent, nor any other act of the Secured Party, or any of them, shall release the Borrower from any obligation, except a release or discharge executed in writing by the Collateral Agent in accordance with the provisions of the Loan Documents.

14. Miscellaneous.

(a) Amendment and Waiver. Neither this Agreement nor any provision hereof may be changed, waived, or amended except by an instrument in writing signed by the Secured Party and the Borrower; and waiver on one occasion shall not operate as a waiver on any other occasion.

(b) Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not so confirmed, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

(c) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the parties hereto, including, without limitation, all future holders of the Note.

(d) Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York as applied to agreements among New York residents, made and to be performed entirely within the State of New York without giving effect to conflicts of laws principles.

(e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including portable document format) will be effective as delivery of a manually executed counterpart to this Agreement.

(f) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(g) Severability. If a court of competent jurisdiction should find any provision of this Agreement to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall continue in full force and effect and this Agreement will be reformed, construed and enforced as if such provision had never been

contained herein and there had been contained herein instead such valid, legal and enforceable provision as would most nearly accomplish the intent and purpose of such unenforceable or invalid provision.

(h) Venue. The Borrower, the Collateral Agent and the Secured Party agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the City of Wilmington, State of Delaware or, at the Secured Party's option, any court in which the Secured Party determines it is necessary or appropriate to initiate legal or equitable proceedings in order to exercise, preserve, protect or defend the Collateral Agent's or the Secured Party's rights and remedies hereunder or under any of the Loan Documents or otherwise or to exercise, preserve, protect or defend the Collateral Agent's or the Secured Party's Lien, and the priority thereof, against the Collateral, and which has subject matter jurisdiction over the matter in controversy. The Borrower waives any right it may have to assert the doctrine of forum non conveniens or to object to such venue, and consents to any court ordered relief. The Borrower waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be promptly served and shall confer personal jurisdiction if served by registered or certified mail to the Borrower. If the Borrower fails to appear or answer any summons, complaint, process or papers so served within thirty (30) days after the mailing or other service thereof, it shall be deemed in default and an order of judgment may be entered against it as demanded or prayed for in such summons, complaint, process or papers. The choice of forum set forth herein shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action hereunder or under any of the Loan Documents to enforce the same, in any appropriate jurisdiction.

(i) Waiver of Jury Trial. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALING OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ANY OTHER PARTY HERETO TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

(j) Interpretation. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any

reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein or in the Letter Agreement). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean the earlier to occur of either: (a) the payment or repayment in full in immediately available funds of (i) the principal amount of, and interest accrued with respect to, all outstanding Notes and other Obligations, together with the payment of any premium applicable to the repayment of the Notes, (ii) all fees, costs and expenses payable pursuant to any Loan Documents that have accrued regardless of whether demand has been made therefor, and (iii) the payment or repayment in full in immediately available funds of all other Obligations other than unasserted contingent indemnification obligations or (b) the conversion in full of all outstanding Notes pursuant to the Letter Agreement. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record. All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

BORROWER:

giggle, INC.

By: 

Name: David Janke

Title: Chief Executive Officer

Address: 158 West 27th Street
8th Floor
New York, NY 10001
Attention: _____

Facsimile No.: _____

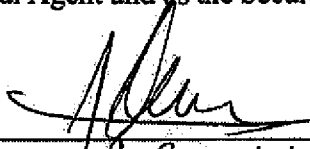
Email: DAVID@giggle.com

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

COLLATERAL AGENT

GORDON BROTHERS BRANDS, LLC, as the
Collateral Agent and as the Secured Party

By: _____


Name: Rafael Klotz
Title: Vice President

Address: 800 Boylston Street, 27th Floor
Boston, MA 02199

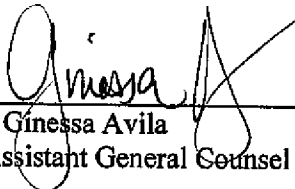
Email:

SUBORDINATED AGENT:

MAVERICK HOLDINGS LTD.,

as Subordinated Agent

By: Maverick Capital, Ltd., under Power of
Attorney effective as of December 30, 2008



Name: Ginessa Avila
Title: Assistant General Counsel

[Signature Page to Security Agreement (Gordon/giggle-2017)]

TRADEMARK

REEL: 006284 FRAME: 0318

EXHIBIT A

DESCRIPTION OF COLLATERAL

All of the Borrower's right, title and interest in and to the following, whether now owned or presently existing or hereafter created, written, produced, acquired or arising and wherever located (the "Collateral");

- (a) all of the Borrower's Accounts;
- (b) all of the Borrower's Books;
- (c) all of the Borrower's Chattel Paper;
- (d) all of the Borrower's Commercial Tort Claims;
- (e) all of the Borrower's Deposit Accounts;
- (f) all of the Borrower's Equipment;
- (g) all of the Borrower's Farm Products;
- (h) all of the Borrower's Fixtures;
- (i) all of the Borrower's General Intangibles;
- (j) all of the Borrower's Goods;
- (k) all of the Borrower's Inventory;
- (l) all of the Borrower's Investment Property;
- (m) all of the Borrower's Intellectual Property and Intellectual Property Licenses;
- (n) all of the Borrower's Negotiable Collateral;
- (o) all of the Borrower's Pledged Interests;
- (p) all of the Borrower's Securities Accounts;
- (q) all of the Borrower's Supporting Obligations;
- (r) all of the Borrower's money, cash equivalents, or other assets of the Borrower that now or hereafter come into the possession, custody, or control of the Collateral Agent (or its agent or designee) or the Secured Party; and
- (s) all of the proceeds (as such term is defined in the Code) and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or Commercial

Tort Claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, Fixtures, General Intangibles, Inventory, Investment Property, Intellectual Property, Negotiable Collateral, Pledged Interests, Securities Accounts, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to the Borrower or the Collateral Agent from time to time with respect to any of the Investment Property.

Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of the Borrower if the Borrower has notified the Secured Party in writing that under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that, (i) the foregoing exclusions shall in no way be construed (A) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, or (B) to apply to the extent that any consent or waiver has been obtained that would permit the Collateral Agent's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (ii) the foregoing exclusions shall in no way be construed to limit, impair, or otherwise affect any of the Collateral Agent's or the Secured Party's continuing security interests in and liens upon any rights or interests of the Borrower in or to (A) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement, or Equity Interests (including any Accounts or Equity Interests), or (B) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, license agreement, or Equity Interests).

SCHEDULE 5

TRADEMARKS

Attached.

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Trademark List by Trademark

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
DESIGN (Color Awning)	34549-78938 United States of America	ORD	78/858049 10-Apr-2006	08-Apr-2008	3453784 24-Jun-2008	Registered 24-Jun-2018
Owner: giggle, inc. Client: giggle, inc. Agent: Classes: 42 Int. Goods: 42 Int. retail store services featuring infants' and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, household cleaning products, interior paints, laundry detergent						
DESIGN (GIGGLE STRIPES)	34549-203284 United States of America	ORD	77/192278 29-May-2007	18-Nov-2008	3568933 03-Feb-2009	Registered 03-Feb-2019
Owner: giggle, inc. Client: giggle, inc. Agent: Classes: 35 Int. Goods: 35 Int. retail store services featuring infants and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, household cleaning products, interior paints, laundry detergent, fabric softeners, electronics, stationery and note cards						
GIGGLE	34549-210848 Arizona	ORD			55188 05-Jan-2011	Registered 05-Jan-2021
Owner: giggle, inc. Client: giggle, inc. Agent: Classes: 35 Int. Goods: 35 Int. retail store and on-line retail store services featuring infants' and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, household cleaning products, interior paints, laundry detergent and fabric softeners, electronics, stationery, and note cards						
GIGGLE	34549-208327 California	ORD			65704 01-Jul-2009	Registered 01-Jul-2019
Owner: Ali Wing, Inc. Client: giggle, inc. Agent: Classes: 35 Int.						
Attorneys: BJM, JSG, MZA Client Ref: Agent Ref:						

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	Goods: 35 Int.		retail store and on-line retail store services featuring infants' and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, household cleaning products, interior paints, laundry detergent and fabric softeners, electronics, stationery, and note cards			
GIGGLE	34549-228824 Canada	ORD	1662882 06-Feb-2014	22-Jan-2016		Allowed

Owner: giggle, inc.

Client: giggle, inc.

Agent: Gowling WLG (Canada) --Toronto

Classes: 08 Int., 10 Int., 12 Int., 16 Int., 18 Int., 20 Int., 21 Int., 24 Int., 25 Int., 28 Int., 35 Int., 41 Int.

Attorneys: BJM, JSG, MZA

Client Ref:

Agent Ref: T6778475CA

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	Goods:	08 Int.	nail clippers; nail files			
		10 Int.	nasal aspirators; teething rings			
		12 Int.	children's car seats; baby strollers			
		16 Int.	diaper pail liners in the nature of plastic bags that can be inserted into diaper pails			
		18 Int.	baby carriers worn on the body; travel bags			
		20 Int.	sleeping bags; portable infant bath seats for use in bath tubs; baby bouncers; infant bouncers; baby changing tables; dressers; bassinets; bed pillows; floor pillows; maternity pillows; mattresses and pillows; cribs; beds; travel beds; diaper changing mats; diaper changing stations; high chairs; fitted covers for high chairs; booster seats; mattresses; non-metal safety gates for babies, children, and pets; nursing pillows; picture and photograph frames; portable baby bath seats for use in bath tubs; rocking chairs; glider chairs			
		21 Int.	feeding accessories, namely, plates and cups; hair brushes; combs; chopsticks; infant bath tubs; diaper pails; potty chairs for use by children; baby bathtubs; plastic bathtubs for children			
		24 Int.	baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, and diaper changing pad covers not of paper; baby blankets; children's blankets; bed blankets; children's bed sheets, pillow cases, and blankets; receiving blankets; travelling blankets; pillow cases; pillow shams; pillow covers; bath towels; hooded towels; crib sheets, bed skirts, crib bumpers; diaper changing pads not of paper; mattress pads; mattress covers			
		25 Int.	cloth bibs; plastic baby bibs; baby bibs not of paper; clothing for infants and children, namely, shirts, pants, jackets, jumpers, pajamas; infant and children's footwear; clothing namely, baby bibs not of paper, jumpers, shorts, skirts, skorts, dresses, pants, jeans, coveralls, overalls, warm-up suits, sleepwear, pajamas, body suits, creepers, bottoms, shirts, blouses, tops, tops with hoods, tank tops, sweaters, sweatshirts, sweatpants, cardigans, vests, coats, jackets, snow suits, T-shirts, socks, tights, leggings, underwear, mittens, gloves and scarves; headwear namely, hats, caps, visors, headbands and bandanas; suspenders and belts; footwear namely, boots, shoes, sandals, slippers and booties; infant and toddler one piece clothing; infant wearable blankets; non-disposable cloth training pants; sleepwear; children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments			
		28 Int.	bath toys; crib mobiles; mobiles for children; toy mobiles; crib toys; toy furniture; toys designed to be attached to car seats, strollers, cribs, and high chairs; baby multiple activity toys; children's multiple activity toys; stuffed and plush toys; push toys; electronic learning toys; toys composed primarily of wood, namely, ride-on toys, walk-behind toys, push toys, pull toys, role play toys, play kitchen toys, play tools, play tool benches, music activity toys, wooden learning toys, pound and tap activity toys, toy building blocks; play mats containing infant toys			

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Trademark List by Trademark

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	35 Int.					retail store services featuring household cleaning products, laundry detergent and fabric softeners, stationery, and note cards, books, toys, car seats, strollers, diaper bags, infants' and children's furniture, clothing, bedding, blankets and throws; gift registry services; providing online buyers guide services in the field of infant and children's products; wholesale distributorships featuring infant and children's products, not to include dolls and doll accessories
	41 Int.					providing online resource guides for infant and children's products
GIGGLE	34549-225137		12552362		12552362	Registered
	China (People's Republic)	ORD	09-May-2013	20-Dec-2014	21-Mar-2015	20-Mar-2025
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 12 Int. Goods: 12 Int.					Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172
						children's car seats; covers for children's car seats; covers for baby strollers; canopies for baby strollers; booster seats for use in vehicles; railway couplings; cars; stands for bicycles, cycles (parts of bicycles, cycles); cycle pumps; aerial conveyors; omnibuses; cycle tires; repair outfits for inner tubes; air vehicles; boats; air pumps (vehicle accessories)
GIGGLE	34549-225138		12552361		12552361	Registered
	China (People's Republic)	ORD	09-May-2013	27-Nov-2015	28-Feb-2016	27-Feb-2026
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 18 Int. Goods: 18 Int.					Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172
						baby carriers worn on the body; travel bags; infant carriers worn on the body; umbrellas; leather, unworked or semi-worked; trimmings of leather for furniture; leather straps; canes; saddle trees; gut for making sausages; backpacks for carrying articles for babies; handbags for carrying toys; umbrellas to be affixed to baby strollers
GIGGLE	34549-225139		12552360		12552360	Registered
	China (People's Republic)	ORD	09-May-2013	27-Apr-2016	28-Jul-2016	27-Jul-2026
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 20 Int.					Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	Goods: 20 Int.		furniture; baby bouncers; baby changing tables; baby chairs; beds, infants and children's furniture; nursery furniture; baby booster seats; bassinets; cribs; diaper changing mats; diaper changing stations; high chairs; booster seats; mattresses; portable infant bath seats for use in bath tubs; travel cribs; containers, not of metal (storage, transport); clips (cable and pipe-) of plastics; mirrors (looking glasses); bamboo; yellow amber; display boards; decorations of plastic for foodstuffs; beds for household pets; identification bracelets, not of metal, for hospitals; coffins; furniture fittings, not of metal; curtain rings; infant playpens (mats for -); sleeping bags for camping			
GIGGLE	34549-225140 China (People's Republic)	ORD	12552359 09-May-2013		12552359 21-Nov-2014	Registered 20-Nov-2024
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 24 Int.		Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172			
	Goods: 24 Int.		baby and children bed sheets; bed blankets; travelling blankets; pillow cases; pillow shams; pillow covers; bed sheets; towels; wash cloths; comforters; fabric; fiberglass fabrics, for textile use; wall hangings of textile; furniture coverings of textile; curtain holders of textile material; fitted toilet lid covers of fabric; washing mitts; marabouts (cloth); hana greeting fabric; banners; shrouds; felt; quilts for baby; bed clothes (used for baby cribs); sleeping bags (sheeting); bed skirts (used for baby cribs); ticks (mattress covers); handkerchiefs of textile; bundle bags; bed curtain (used for baby cribs)			
GIGGLE	34549-225141 China (People's Republic)	ORD	12552358 09-May-2013	06-Jun-2015	12552358 07-Sep-2015	Registered 06-Sep-2025
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 25 Int.		Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172			
	Goods: 25 Int.		sashes for wear; wimples; maniples; shower caps; sleep masks			
GIGGLE	34549-225142 China (People's Republic)	ORD	12552357 09-May-2013	13-Jun-2015		Published
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 28 Int.		Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172			
	Goods: 28 Int.		games appliances			

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
GIGGLE	34549-225143 China (People's Republic)	ORD	12552356 09-May-2013	20-Feb-2016	12552356 21-May-2016	Registered 20-May-2026
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 35 Int. Goods: 35 Int. advertising by mail order; on-line advertising on a computer network; presentation of goods on communication media, for retail purposes; business management assistance; business information; sales promotion for others; procurement services for others [purchasing goods and services for other businesses]; marketing; Administrative processing of purchase orders; employment agencies; relocation services for businesses; systemization of information into computer databases; accounting; rental of vending machines; sponsorship search						
GIGGLE	34549-243646 China (People's Republic)	ORD	12552357A 09-May-2013	13-Jun-2015	12552357A 14-Sep-2015	Registered 13-Sep-2025
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells (Alicante) S.L. & Cia. Classes: 28 Int. Goods: 28 Int. Playing cards; balls for games; body-training apparatus; archery implements; machines for physical exercises; hunting game calls; swimming pools (play articles); synthetic surface track; gloves for games; ice skates; ornaments for Christmas trees (except illumination articles and confectionery); fishing lines; sweatband for bats; screens (camouflage) (sports articles); twirling batons; scratch cards for playing lottery games						
GIGGLE	34549-208329 Connecticut	ORD			23375 15-May-2009	Registered 15-May-2019
Owner: Ali Wing, Inc. Client: giggle, inc. Agent: Classes: 35 Int. Goods: 35 Int. retail store and on-line retail store services featuring infants' and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, household cleaning products, interior paints, laundry detergent and fabric softeners, electronics, stationery, and note cards						
Attorneys: BJM, JSG, MZA Client Ref: Agent Ref:						

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
GIGGLE	34549-208330 Illinois	ORD			100427 03-Jun-2009	Registered 03-Jun-2019
	Owner: giggle, inc. Client: giggle, inc. Agent: Classes: 35 Int. Goods: 35 Int. retail store and on-line retail store services featuring infants' and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, household cleaning products, interior paints, laundry detergent and fabric softeners, electronics, stationery, and note cards					Attorneys: BJM, JSG, MZA Client Ref: Agent Ref:
GIGGLE	34549-227146 Korea, Republic of	ORD	40-2013-0075542 13-Nov-2013	02-Feb-2015	40-1108310 28-May-2015	Registered 28-May-2025
	Owner: giggle, inc. Client: giggle, inc. Agent: Central Intellectual Property & Law Classes: 12 Int. Goods: 12 Int. strollers; canopies for baby strollers; covers for baby strollers					Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: 2013-TPKF-1613/YTS/S
GIGGLE	34549-232263 Korea, Republic of	ORD	40-2014-0064770 26-Sep-2014	08-Mar-2016	40-1191582 20-Jul-2016	Registered 20-Jul-2026
	Owner: giggle, inc. Client: giggle, inc. Agent: Central Intellectual Property & Law Classes: 12 Int., 18 Int., 25 Int.					Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: 2014-TPKF-1647/KW/SH

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Attorneys: BJM, JSG, MZA
Client Ref:
Agent Ref: 2014-TPKF-1648/KW/SH

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Trademark List by Trademark

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	Goods: 20 Int.		Infant bouncers, baby changing tables; dressers, bassinets; cribs; beds; travel beds; diaper changing mats; wall-mounted diaper (napkin) changing platforms, baby changing platforms; high chairs; booster seats; booster seats for use in vehicles; mattresses; rocking chairs; glider chairs; sleeping bags; portable infant bath seats for use in bath tubs; infants and children furniture; nursery furniture; travel cribs; crib bumpers			
	24 Int.		Baby bedding, namely bundle bags, swaddling blankets, fitted crib sheets, crib skirts, crib blankets, and diaper changing pad covers not of paper; baby blankets; children's blankets; bed blankets; children's bed sheets, pillow cases, and blankets; receiving blankets; traveling blankets; pillow shams; pillow covers; diaper changing pads of fabrics, nursing and burp cloths; bed sheets; non-woven towel, beach towels, children's towels, towels of textile, bath towels, hooded towels; wash cloths; comforters; fitted covers for high chairs			

Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	35 Int.		Administrative processing of gift purchase orders; wholesale distributorships featuring infant and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, interior paints, laundry detergent, fabric softeners, stationery and note cards, shampoo, diapers, food, toys, baby bouncers, infant bouncers, baby changing tables, dressers (dressing tables), bassinets, cribs, beds, travel beds, baby changing platforms, diaper changing stations, high chairs for babies, fitted covers for high chairs, booster seats, booster seats for use in vehicles, mattress rocking chairs, glider chairs, sleeping bags (sheeting), portable infant bath seats for use in bath tubs, infants and children's furniture, nursery furniture, travel cribs, baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, diaper changing pads not of paper, diaper changing pads covers not of paper, baby blankets, children's blankets, bed blankets, children's bed sheets, pillow cases, blankets, receiving blankets, travelling blankets, pillow shames, pillow covers, bath towels, hooded towels, diaper changing pads not of paper, nursing and burp cloths, bed sheets, Non-woven towel, beach towels, children's towels, towels of textile, wash cloths, comforters; retail and on-line retail store services featuring infants and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, house hold cleaning products, interior paints, laundry detergent, fabric softeners, stationery and note cards, electric items, namely, electric audio and visual apparatus and instruments, baby computer monitors, baby computer game monitors, baby video monitor, baby light projectors, Non-electric humidifiers for household use, electric humidifiers for house hold use, humidifiers for central heating radiators, air purifier, baby book, towel set, cup, bowl, socks, bibs and play mat, baby bouncers, infant bouncers, baby changing tables, dressers (dressing tables), bassinets, cribs, beds, travel beds, baby changing platforms, diaper changing stations, high chairs for babies, fitted covers for high chairs, booster seats, booster seats for use in vehicles, mattress, rocking chairs, glider chairs, sleeping bags (sheeting), portable infant bath seats for use in bath tubs, infants and children's furniture, nursery furniture, travel cribs, baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, diaper changing pads not of paper, diaper changing pad covers not of paper, baby blankets, children's blankets, bed blankets, children's bed sheets, pillow cases, blankets, receiving blankets, traveling blankets, pillow shames, pillow covers, bath towels, hooded towels, diaper changing pads not of paper, nursing and burp cloths, bed sheets, non-woven towel, beach towels, children's towels, towels of textile, bath towels, hooded towels, wash cloths, comforters, all for gift, stationery and note cards; Catalog ordering services featuring infants and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, household cleaning products, interior paints, laundry detergent, fabric softeners, stationery and note cards, baby shampoo, diapers (babies' napkins), food for babies and infant walkers; Web-based catalog retail store services featuring infants and children's furniture, clothing bedding, blankets and throws, books toys, car seats, strollers, diaper bags, infant care products, household cleaning products, interior paints, laundry			

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
			detergent, fabric softeners; Mail order catalog retail store services featuring infants and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, household cleaning products, interior paints, laundry detergent, fabric softeners, stationery and note cards, electric items, namely, electric audio and visual apparatus and instruments, baby computer monitors, baby computer game monitors, baby video monitor, baby light projectors, non-electric humidifiers for household use, electric humidifiers for household use, humidifiers for central heating radiators, air purifier, baby book, towel set, cup, bowl, socks, bibs, and play mat, baby bouncers, infant bouncers, baby changing tables, dressers (dressing table), bassinets, cribs, beds, travel beds, baby changing platforms, diaper changing stations, high chairs for babies, fitted covers for high chairs, booster seats, booster seats for use in vehicles, mattress, rocking chairs, glider chairs, sleeping bags {sheeting}, portable infant bath seats for use in bath tubs, infants and children's furniture, nursery furniture, travel cribs, baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, diaper changing pads not of paper, diaper changing pad covers not of paper, baby blankets, children's blankets, bed blankets, children's bed sheets, pillow cases, blankets receiving blankets, traveling blankets, pillow shams, pillow covers, bath towels, hooded towels, diaper changing pads not of paper, nursing and burp cloths, bed sheets, non-woven towel, beach towels, children's towels, towels of textile, bath towels, hooded towels, wash cloths, comforters, all for gift			
GIGGLE	34549-208328 New York	ORD			S20952 21-May-2009	Registered 21-May-2019
	Owner: Ali Wing, Inc. Client: giggle, inc. Agent: Classes: 35 Int. Goods: 35 Int.				Attorneys: BJM, JSG, MZA Client Ref: Agent Ref:	
			retail store and on-line retail store services featuring infants' and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, household cleaning products, interior paints, etc.			
GIGGLE	34549-208270 United States of America	PRIN ORD	77/705424 02-Apr-2009	23-Feb-2010	4299656 12-Mar-2013	Registered 12-Mar-2023
	Owner: giggle, inc. Client: giggle, inc. Agent: Classes: 08 Int., 10 Int., 12 Int., 16 Int., 18 Int., 20 Int., 21 Int., 35 Int.				Attorneys: BJM, JSG, MZA Client Ref: Agent Ref:	

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	Goods:	08 Int.	nail clippers; nail files			
		10 Int.	nasal aspirators; teething rings			
		12 Int.	children's car seats; baby strollers			
		16 Int.	diaper pail liners in the nature of plastic bags that can be inserted into diaper pails			
		18 Int.	baby carriers worn on the body; travel bags			
		20 Int.	sleeping bags; portable infant bath seats for use in bath tubs			
		21 Int.	feeding accessories, namely, plates and cups; hair brushes; combs; chopsticks; infant bath tubs; diaper pails; potty chairs for use by children			
		35 Int.	retail store services featuring household cleaning products, laundry detergent and fabric softeners, stationery, and note cards, books, toys, car seats, strollers, diaper bags, infants' and children's furniture, clothing, bedding, blankets and throws			
giggle	34549-224665 United States of America	ORD	85/887756 27-Mar-2013	24-Feb-2015	4733880 12-May-2015	Registered 12-May-2025

Owner: giggle, inc.

Client: giggle, inc.

Agent:

Classes: 20 Int., 21 Int., 24 Int., 25 Int., 35 Int.

Attorneys: BJM, JSG, MZA

Client Ref:

Agent Ref:

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	Goods: 20 Int.		baby bouncers; infant bouncers; baby changing tables; dressers; bassinets; bed pillows; floor pillows; maternity pillows; mattresses and pillows; cribs; beds; travel beds; diaper changing mats; diaper changing stations; high chairs; fitted covers for high chairs; booster seats; mattresses; non-metal safety gates for babies, children, and pets; nursing pillows; picture and photograph frames; portable baby bath seats for use in bath tubs; rocking chairs; glider chairs			
	21 Int.		baby bathtubs; plastic bathtubs for children			
	24 Int.		baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, and diaper changing pad covers not of paper; baby blankets; children's blankets; bed blankets; children's bed sheets, pillow cases, and blankets; receiving blankets; travelling blankets; pillow cases; pillow shams; pillow covers; bath towels; hooded towels; crib sheets, bed skirts, crib bumpers; diaper changing pads not of paper; mattress pads; mattress covers			
	25 Int.		cloth bibs; plastic baby bibs; baby bibs not of paper; clothing for infants and children, namely, shirts, pants, jackets, jumpers, pajamas; infant and children's footwear; clothing namely, baby bibs not of paper, jumpers, shorts, skirts, skirts, dresses, pants, jeans, coveralls, overalls, warm-up suits, sleepwear, pajamas, body suits, creepers, bottoms, shirts, blouses, tops, tops with hoods, tank tops, sweaters, sweatshirts, sweatpants, cardigans, vests, coats, jackets, snow suits, T-shirts, socks, tights, leggings, underwear, mittens, gloves and scarves; headwear namely, hats, caps, visors, headbands and bandanas; suspenders and belts; footwear namely, boots, shoes, sandals, slippers and booties; infant and toddler one piece clothing; infant wearable blankets; non-disposable cloth training pants; sleepwear; children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments			
	35 Int.		gift registry services; providing online buyers guide services in the field of infant and children's products			
giggle	34549-224681 United States of America	ORD	85/887696 27-Mar-2013	19-Aug-2014		Allowed
	Owner: giggle, inc. Client: giggle, inc. Agent: Classes: 35 Int. Goods: 35 Int.				Attorneys: BJM, JSG, MZA Client Ref: Agent Ref:	
			wholesale distributorships featuring infant and children's products, not to include dolls and doll accessories			
Giggle Baby Character	34549-225151 China (People's Republic)	ORD	12552348 09-May-2013	06-Jul-2014	12552348 07-Oct-2014	Registered 06-Oct-2024
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP				Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172	

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	Classes: 12 Int. Goods: 12 Int.					
						children's car seats; covers for children's car seats; strollers; baby strollers; covers for baby strollers; canopies for baby strollers; booster seats for use in vehicles; railway couplings; cars; stands for bicycles, cycles (parts of bicycles, cycles); cycle pumps; aerial conveyors; omnibuses; cycle tires; repair outfits for inner tubes; air vehicles; boats; air pumps (vehicle accessories)
Giggle Baby Character	34549-225152 China (People's Republic)	ORD	12552347 09-May-2013	06-Jul-2014	1255347 07-Oct-2014	Registered 06-Oct-2024
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 18 Int. Goods: 18 Int.				Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172	
						baby carriers worn on the body; travel bags; infant carriers worn on the body; umbrellas; leather, unworked or semi-worked; trimmings of leather for furniture; leather straps; canes; saddle trees; gut for making sausages; backpacks for carrying articles for babies; handbags for carrying toys; umbrellas to be affixed to baby strollers
Giggle Baby Character	34549-225153 China (People's Republic)	ORD	12552346 09-May-2013	06-Jul-2014	12552346 07-Oct-2014	Registered 06-Oct-2024
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 20 Int. Goods: 20 Int.				Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172	
						furniture; baby bouncers; baby changing tables, baby chairs, beds, infants and children's furniture, nursery furniture, baby booster seats, bassinets; cribs; diaper changing mats; diaper changing stations; high chairs; booster seats; mattresses; portable infant bath seats for use in bath tubs; travel cribs; containers, not of metal (storage, transport); clips (cable and pipe-) of plastics; mirrors (looking glasses); bamboo; yellow amber; display boards; decorations of plastic for foodstuffs; beds for household pets; identification bracelets, not of metal, for hospitals; coffins; furniture fittings, not of metal; curtain rings; infant playpens (mats for -); sleeping bags for camping
Giggle Baby Character	34549-225154 China (People's Republic)	ORD	12552345 09-May-2013	06-Jul-2014	12552345 07-Oct-2014	Registered 06-Oct-2024
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 24 Int.				Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172	

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	Goods: 24 Int.	baby and children bed sheets; bed blankets; traveling blankets; pillow cases; pillow shams; pillow covers; bed sheets; towels; wash cloths; comforters; fabric; fiberglass fabrics, for textile use; wall hangings of textile; furniture coverings of textile; curtain holders of textile material; fitted toilet lid covers of fabric; washing mitts; mareabouts (cloth); hana greeting fabric; banners; shrouds; felt; quilts for baby; bed clothes (used for baby cribs); sleeping bags (sheeting); bes skirts (used for baby cribs); ticks (mattress covers); handkerchiefs of textile; bundle bags; bed curtain (used for baby cribs)				
Giggle Baby Character	34549-225155 China (People's Republic)	ORD	12552344 09-May-2013	06-Jul-2014	12552344 06-Oct-2014	Registered 05-Oct-2024
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 25 Int. Goods: 25 Int.					Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172
	hats, footwear, children clothing, baby bibs not of paper; clothing; layettes; children's clothing; maternity clothes; underwear; footwear; infant and children's footwear; headwear; suspenders; belts; socks; baby bunting; scarves; clothing for gymnastics; waterproof clothing; masquerade costumes; chasubles; sashes for wear; wimples; maniples; shower caps; sleep masks; wedding voile; headbands; gloves					
Giggle Baby Character	34549-225156 China (People's Republic)	ORD	12552343 09-May-2013	06-Jul-2014	12552343 07-Oct-2014	Registered 06-Oct-2024
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 28 Int. Goods: 28 Int.					Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172
	toys; toy mobiles; toys designed to attach to car seats, strollers, cribs and high chairs, wooden toys, toy furniture; stuffed toys; plush toys; electronic learning toys; dolls; doll clothing; doll accessories; infant toys and play mats containing infant toys; games appliances; games, ring games; playing cards, balls for games, body-training apparatus, archery implements, machines for physical exercises, hunting game calls; swimming pools (play articles), synthetic surface track; gloves for games, ice skates; ornaments for Christmas trees (except illumination articles and confectionery), fishing lines, sweatband for bats; screens (camouflage) (sports articles); twirling batons; scratch cards for playing lottery games					

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Giggle Baby Character	34549-225157 China (People's Republic)	ORD	12552342 09-May-2013	12552342 06-Jul-2014	12552342 07-Oct-2014	Registered 06-Oct-2024
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 35 Int. Goods: 35 Int. advertising by mail order; on-line advertising on a computer network; presentation of goods on communication media, for retail purposes; business management assistance; business information; sales promotion for others; procurement services for others (purchasing goods and services for other businesses); marketing; administrative processing of purchase orders; employment agencies; relocation services for businesses; systemization of information into computer databases; accounting; rental of vending machines; sponsorship search						
Giggle Baby Character	34549-227148 Korea, Republic of	ORD	40-2013-0075550 13-Nov-2013	40-1083111 02-Oct-2014	40-1083111 22-Jan-2015	Registered 22-Jan-2025
Owner: giggle, inc. Client: giggle, inc. Agent: Central Intellectual Property & Law Classes: 12 Int., 18 Int., 25 Int., 28 Int. Goods: 12 Int. children's car seats; covers for children's car seats; strollers; baby strollers; covers for baby strollers; canopies for baby strollers 18 Int. diaper bags; infant and baby carriers worn on the body; travel bags, fabric bags for carrying toys 25 Int. cloth bibs; plastic baby bibs; baby bibs not of paper; clothing for infants and children, namely, shirts, pants, jackets, jumpers, pajamas; infant and children's footwear; clothing namely, baby bibs, jumpers, shorts, skirts, skirts, dresses, pants, jeans, coveralls, overalls, warm-up suits, sleepwear, pajamas, body suits, creepers, trousers, golf trousers, shirts, blouses, tops, top coat with hoods, tank top, tank tops, sweaters, sweatshirts, sweatpants, cardigans, vests, coats, jackets, snow suits, t-shirts, socks, tights, leggings, underwear, mittens, gloves and scarves; headwear namely, hats, caps, visors, headbands and bandanas; suspenders and belts; footwear namely, boots, shoes, sandals, slippers, boots, children's and infant's apparel, namely, overall sleepwear, rompers, layettes, infant and children's clothing, namely, dresses, tights; maternity clothes, namely, pajamas, shirts, pants, dresses and skirts; baby gowns; smocks; infant and children's clothing, namely, infants' one piece clothing, socks, hats and shoes; robes 28 Int. crib mobiles; mobiles for children; toy mobiles; crib toys; toy furniture; toys designed to be attached to car seats, strollers, cribs, and high chairs; baby multiple activity toys; children's multiple activity toys; stuffed and plush toys; push toys; electronic learning toys; toys composed primarily of wood; dolls; doll clothing; doll accessories; infant toys and play mats containing infant toys						
				Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172		
				Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: 2031-TPKF-1626/YTS/S		

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Giggle Baby Character	34549-227282 Korea, Republic of	ORD	45-2013-0006509 06-Nov-2013	11-Dec-2014	45-0055478 09-Apr-2015	Registered 09-Apr-2025

Owner: giggle, inc.

Client: giggle, inc.

Agent: Central Intellectual Property & Law

Classes: 20 Int., 24 Int., 35 Int.

Attorneys: BJM, JSG, MZA

Client Ref:

Agent Ref: 2031-TPKF-1629-YTS/S

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	Goods: 20 Int.		baby bouncers; infant bouncers; baby changing tables; dressers; bassinets; cribs; beds; travel beds; diaper changing mats; high chairs; fitted covers for high chairs; booster seats; mattresses; rocking chairs; glider chairs; sleeping bags; portable infant bath seats for use in bath tubs; infants and children's furniture; nursery furniture; travel cribs; wall-mounted diaper (napkin) changing platforms; baby changing platforms; diaper changing pads not of paper; diaper changing pad covers not of paper			
	24 Int.		baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, baby blankets, children's blankets, bed blankets; children's bed sheets, pillow cases and blankets; receiving blankets; traveling blankets; pillow shams; pillow covers; nursing and burp cloths; bed sheets; bath towels; hooded towels; towels of textile; wash cloths; comforters			

Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	35 Int.		administrative processing of gift purchase orders; wholesale distributorships featuring infant and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, interior paints, laundry detergent, fabric softeners, stationery and note cards, shampoo, diapers, food, toys, baby bouncers, infant bouncers, baby changing tables, dresses (dressing tables), bassinets, cribs, beds, travel beds, diaper changing mats, diaper changing stations, high chair for babies, fitted covers for high chairs, booster seats, booster seats for use in vehicles, mattresses, rocking chairs, glider chairs, sleeping bags, portable infant bath seats for use in bath tubs, infants and children's furniture; nursery furniture, travel cribs, baby bedding, namely bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, diaper changing pads not of paper, diaper changing pad covers not of paper, baby blankets, children's blankets, bed blankets, children's bed sheets, pillow cases, blankets, receiving blankets, travelling blankets, pillow shams, pillow covers, bath towels, hooded towels, diaper changing pads not of paper, nursing and burp cloths, bed sheets, towel, wash cloths, comforters; retail and on-line retail store services featuring infants and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, baby shampoo, diapers (babies' napkins), food for babies and infant walkers, household cleaning products, interior paints, laundry detergent, fabric softeners, electronic items, namely, electric audio and visual apparatus and instruments, baby computer monitors, baby computer game monitors, baby video monitor, baby light projectors, humidifier, air purifier, baby book, towel set, cup, bowl, socks, bibs and play mat, baby bouncers, infant bouncers, baby changing tables, dresses (dressing tables), bassinets, cribs, beds, travel beds, diaper changing platforms, diaper changing stations, high chairs for babies, fitted covers for high chairs, booster seats, booster seats for use in vehicles, mattresses, rocking chairs, glider chairs, sleeping bags (sheeting), portable infant bath seats for use in bath tubs, infants and children's furniture, nursery furniture, travel cribs, baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, diaper changing pads not of paper, diaper changing pad covers not of paper, baby blankets, children's blankets, bed blankets, children's bed sheets, pillow cases, blankets, receiving blankets, travelling blankets, pillow shams, pillow covers, bath towels, hooded towels, diaper changing pads not of paper, nursing and burp cloths, bed sheets, towel, wash cloths, comforters, stationery and note cards, infants and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, baby shampoo, diapers (babies' napkins), food for babies and infant walkers, household cleaning products, interior paints, laundry detergent, fabric softeners, electric items, namely electric audio and visual apparatus and instruments, baby computer monitors, baby computer game monitors, baby video monitor, baby light projectors, humidifier, air purifier, stationery and note cards; catalog ordering services featuring infants and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, baby shampoo, diapers (babies' napkins), food for babies and infant walkers, household cleaning products, interior paints, laundry detergent, fabric softeners, electronic items, namely, electric audio and visual apparatus and instruments, baby computer monitors, baby computer game monitors, baby video monitor, baby light projectors, humidifier, air purifier, stationery and note cards web-based catalog retail store services featuring infants			

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			and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, baby shampoo, diaper (babies' napkins), food for babies and infant walkers, household cleaning products, interior paints, laundry detergent, fabric softeners, electric items, namely, electric items, namely electric audio and visual apparatus and instruments, baby computer monitors, baby computer game monitors, baby video monitor, baby light projectors, humidifier, air purifier, stationery and note cards; mail order catalog retail store services featuring infants and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, baby shampoo, diapers (babies' napkins), food for babies and infant walkers, household cleaning products, interior paints, laundry detergent, fabric softeners, electronic items, namely, electric audio and visual apparatus and instruments, baby computer monitors, baby computer game monitors, baby video monitor, baby light projectors, humidifier, air purifier, stationery and note cards			
Giggle Baby Character	34549-203624 United States of America	ORD	77/282371 18-Sep-2007	17-Mar-2009	4093990 31-Jan-2012	Registered 31-Jan-2022
	Owner: giggle, inc. Client: giggle, inc. Agent: Classes: 35 Int. Goods: 35 Int.		Attorneys: BJM, JSG, MZA Client Ref: Agent Ref:			
			retail store and on-line retail store services featuring infants' and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, household cleaning products, interior paints, laundry detergent and fabric softeners, electronics, stationery, and note cards			
GIGGLE BABY DESIGN	34549-228825 Canada	ORD	1662883 06-Feb-2014	25-Mar-2015	TMA910102 03-Aug-2015	Registered 03-Aug-2030
	Owner: giggle, inc. Client: giggle, inc. Agent: Gowling WLG (Canada) --Toronto Classes: 35 Int. Goods: 35 Int.		Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: T6778476CA			
			Retail store and on-line retail store services featuring infants' and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, household cleaning products, interior paints, laundry detergent and fabric softeners, electronics, stationery, and note cards			
Giggle Baby Stylized Design	34549-227132 China (People's Republic)	ORD	13450512 30-Oct-2013	27-May-2015	13450512 28-Aug-2015	Registered 27-Aug-2025
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP		Attorneys: BJM, JSG, MZA Client Ref: Agent Ref:			

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
Classes: 12 Int. Goods: 12 Int. railway couplings; cycle pumps; aerial conveyors; omnibuses; cycle tires; repair outfits for inner tubes; boats						
Giggle Baby Stylized Design	34549-227133 China (People's Republic)	ORD	13450823 30-Oct-2013	06-Jan-2015	13450823 07-Apr-2015	Registered 06-Apr-2025
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 18 Int. Goods: 18 Int. trimmings of leather for furniture; gut for making sausages						
Giggle Baby Stylized Design	34549-227134 China (People's Republic)	ORD	13450822 30-Oct-2013	27-Nov-2014	13450822 28-Feb-2015	Registered 27-Feb-2025
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 20 Int. Goods: 20 Int. furniture; sleeping bags for camping; baby bouncers; baby changing tables, baby chairs, beds, infants and children's furniture, nursery furniture, baby booster seats, bassinets; cribs; diaper changing mats; diaper changing stations; high chairs; booster seats; mattresses; portable infant bath seats for use in bath tubs; travel cribs; containers, not of metal (storage, transport); clips (cable and pipe-) of plastics; mirrors (looking glasses); bamboo; yellow amber; display boards; decorations of plastic for foodstuffs; beds for household pets; identification bracelets, not of metal, for hospitals; coffins; furniture fittings, not of metal; curtain rings; infant playpens (mats for -)						
GIGGLE BETTER BASICS	34549-203277 United States of America	ORD	77/192173 29-May-2007	27-May-2008	4006394 02-Aug-2011	Registered 02-Aug-2021
Owner: giggle, inc. Client: giggle, inc. Agent: Classes: 20 Int. Goods: 20 Int. infants and children's furniture						
Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: BY/DEW/SIP-T-341743						
Attorneys: BJM, JSG, MZA Client Ref: Agent Ref:						

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GIGGLE BETTER BASICS	34549-208320 United States of America	ORD	77/977085 29-May-2007		3636705 09-Jun-2009	Registered 09-Jun-2019
Owner: giggle, inc. Client: giggle, inc. Agent: Classes: 24 Int., 25 Int., 28 Int. Goods: 24 Int. nursing and burp cloths; bed sheets; bed blankets; towels; wash cloths 25 Int. infant and children's clothing, namely, infants' one piece clothing, shirts, socks, pants, pajamas, hats, and shoes; cloth diapers; cloth bibs; robes 28 Int. infant toys						
					Attorneys: BJM, JSG, MZA Client Ref: Agent Ref:	
GIGGLE BETTER BASICS	34549-210800 United States of America	ORD	77/979818 29-May-2007		3939046 29-Mar-2011	Registered 29-Mar-2021
Owner: giggle, inc. Client: giggle, inc. Agent: Classes: 03 Int., 10 Int., 18 Int., 22 Int., 24 Int., 25 Int. Goods: 03 Int. soaps, namely, hand and bath soaps; laundry detergent 10 Int. teethers 18 Int. diaper bags; baby carriers worn on the body; travel bags, fabric bags for carrying toys 22 Int. fabric bags for storing toys 24 Int. diaper changing pads not of paper 25 Int. layettes; infant and children's clothing, namely, dresses, tights; maternity clothes, namely, pajamas, shirts, pants, dresses and skirts; baby gowns; smocks; baby bunting; gift baskets containing layettes						
					Attorneys: BJM, JSG, MZA Client Ref: Agent Ref:	
GIGGLE HEALTHY. HAPPY. BABY. (stylized)	34549-255402 China (People's Republic)	ORD				Unfiled
Owner: giggle, inc. Client: giggle, inc. Agent: Chofu Intellectual Property Classes: Goods:						
					Attorneys: JSG, BJM, MZA Client Ref: Agent Ref:	

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
GIGGLE HEALTHY. HAPPY. BABY. (stylized)	34549-75897 United States of America	ORD	78/577359 01-Mar-2005	06-Dec-2005	3122969 01-Aug-2006	Registered 01-Aug-2026
Owner: giggle, inc. Client: giggle, inc. Agent: Classes: 35 Int. Goods: 35 Int. retail store and on-line retail store services featuring infants' and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, household cleaning products, interior paints, laundry detergent and fabric softeners, electronics, stationery, and note cards						
					Attorneys: BJM, JSG, MZA	
					Client Ref:	
					Agent Ref:	
GIGGLE HEALTHY. HAPPY. BABY. (stylized)	34549-228827 Canada	ORD	1662887 06-Feb-2014	22-Jun-2016		Published
Owner: giggle, inc. Client: giggle, inc. Agent: Gowling WLG (Canada) --Toronto Classes: 35 Int. Goods: 35 Int. Retail store and on-line retail store services featuring infants' and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, household cleaning products, interior paints, laundry detergent and fabric softeners, electronics, stationery, and note cards but excluding all use in association with party supplies and party store services						
					Attorneys: BJM, JSG, MZA	
					Client Ref:	
					Agent Ref: T6778478CA	
GIGGLE HEALTHY. HAPPY. BABY. STYLIZED DESIGN	34549-243647 China (People's Republic)	ORD	13450812A 30-Oct-2013	13-Jun-2015	13450812A 14-Sep-2015	Registered 13-Sep-2025
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells (Alicante) S.L. & Cia. Classes: 28 Int. Goods: 28 Int. Playing cards; body-training apparatus; archery implements; machines for physical exercises; hunting game calls; swimming pools (play articles); synthetic surface track; gloves for games; ice skates; fishing lines; sweatband for bats; screens (camouflage) (sports articles); twirling batons; scratch cards for playing lottery games						
					Attorneys: BJM, BSS, MZA	
					Client Ref:	
					Agent Ref:	

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
Giggle Healthy.Happy.Baby. Stylized Design	34549-227139 China (People's Republic)	ORD	13450817 30-Oct-2013	13450817 06-Feb-2015	13450817 07-May-2015	Registered 06-May-2025
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 12 Int. Goods: 12 Int. children's car seats; seat covers for vehicles; strollers; canopies for baby strollers; baby strollers; covers for baby strollers; railway couplings; cars, stands for bicycles, cycles (parts of bicycles, cycles); cycle pumps; aerial conveyors; omnibuses; cycle tires; repair outfits for inner tubes; air vehicles; boats; air pumps (vehicle accessories)						
Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: BY/DEW/SIP-T-341749						
Giggle Healthy.Happy.Baby. Stylized Design	34549-227140 China (People's Republic)	ORD	13450816 30-Oct-2013	20-Jul-2015	13450816 21-Oct-2015	Registered 20-Oct-2025
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 18 Int. Goods: 18 Int. baby carriers worn on the body; travel bags; backpacks for carrying articles for babies; travel bags; umbrellas to be affixed to baby strollers; fabric bags for carrying toys; infant carriers worn on the body; umbrellas; leather, unworked or semi-worked; trimmings of leather for furniture; leather straps; canes; saddle trees; gut for making sausages						
Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: 1P3483.000190						
Giggle Healthy.Happy.Baby. Stylized Design	34549-227141 China (People's Republic)	ORD	13450815 30-Oct-2013	13450815 06-Feb-2015	13450815 07-May-2015	Registered 06-May-2025
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 20 Int. Goods: 20 Int. furniture; baby bouncers; chairs [seats] for babies; high chairs for babies; beds, infants and children's furniture, sleeping bags for camping; nursery furniture; bassinets; cribs; diaper changing mats; diaper changing stations; mattresses; containers, not of metal (storage, transport); clips (cable and pipe-) of plastics; mirrors (looking glasses); bamboo; yellow amber; display boards; decorations of plastic for foodstuffs; beds for household pets; identification bracelets, not of metal, for hospitals; coffens; furniture fittings, not of metal; curtain rings; infant playpens (mats for -)						
Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: BY/DEW/SIP-T-341751						

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Giggle Healthy.Happy.Baby. Stylized Design	34549-227142 China (People's Republic)	ORD	13450814 30-Oct-2013	06-Nov-2014	13450814 07-Feb-2015	Registered 06-Feb-2025
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 24 Int. Goods: 24 Int. quilts for baby; bed clothes (used for baby cribs); sleeping bags [sheeting], sheets [textile] for babies, bed blankets; bundle bags; bed skirts (used for baby cribs); bed curtain (used for baby cribs); ticks [mattress covers] pillow shams; travelling blankets; handkerchiefs of textile; pillow cases; pillow covers; bed sheets; towels; wash cloths; comforters; fabric; fiberglass fabrics, for textile use; wall hangings of textile; furniture coverings of textile; curtain holders of textile material; fitted toilet lid covers of fabric; marabouts (cloth); Hada greeting fabric; banners; shrouds; felt						
Giggle Healthy.Happy.Baby. Stylized Design	34549-227143 China (People's Republic)	ORD	13450813 30-Oct-2013			Filed
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 25 Int. Goods: 25 Int. hats, footwear, children clothing, baby bibs not of paper; clothing; layettes; children's clothing; maternity clothes; underwear; footwear; infant and children's footwear; headwear; headbands [clothing]; suspenders; belts; socks; baby bunting; gloves [clothing]; scarves; clothing for gymnastics; waterproof clothing; masquerade costumes; chasubles; sashes for wear; wimples; maniples; shower caps; sleep masks; wedding voile						
Giggle Healthy.Happy.Baby. Stylized Design	34549-227144 China (People's Republic)	ORD	13450812 30-Oct-2013	13-Jun-2015	13450812A 14-Sep-2015	Registered 13-Sep-2025
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 28 Int. Goods: 28 Int. playing cards; body training apparatus; archery implements; machines for physical exercises; hunting game calls; swimming pools (play articles); synthetic surface track; gloves for games; ice skates; fishing lines; sweatband for bats; screens (camouflage) (sports articles); twirling batons; scratch cards for playing lottery games						
					Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: BY/DEW/SIP-T-341752	
					Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: BY/DEW/SIP-T-341753	
					Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: IP3483,000190	

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Giggle Healthy.Happy.Baby. Stylized Design	34549-227145 China (People's Republic)	ORD	13450811 30-Oct-2013	27-Feb-2016		Published
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 35 Int. Goods: 35 Int. gift registry services (business management assistance); gift registry services (business information); advertising by mail order; on-line advertising on a computer network; presentation of goods on communication media, for retail purposes; business management assistance; business information; sales promotion for others; procurement services for others [purchasing goods and services for other businesses]; marketing; Administrative processing of purchase orders; employment agencies; relocation services for businesses; systemization of information into computer databases; accounting; rental of vending machines; sponsorship search						
Giggle Healthy.Happy.Baby. Stylized Design	34549-GIGGLE China (People's Republic)	ORD	13450812 30-Oct-2013	13-Apr-2017		Published
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 28 Int. Goods: 28 Int. games appliances; balls for games; ornaments for Christmas trees (except illumination articles and confectionery)						
Giggle Stripes Design	34549-228826 Canada	ORD	1662886 06-Feb-2014	25-Mar-2015	TMA910103 03-Aug-2015	Registered 03-Aug-2030
Owner: giggle, inc. Client: giggle, inc. Agent: Gowling WLG (Canada) --Toronto Classes: 35 Int. Goods: 35 Int. Retail store services featuring infants and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, household cleaning products, interior paints, laundry detergent, fabric softeners, electronics, stationery and note cards						

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
Giggle Stripes Design	34549-225144 China (People's Republic)	ORD	12552355 09-May-2013	06-Jul-2014	12552355 07-Oct-2014	Registered 06-Oct-2024
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 12 Int. Goods: 12 Int. children's car seats; covers for children's car seats; strollers; baby strollers; covers for baby strollers; canopies for baby strollers; booster seats for use in vehicles; railway couplings; cars; stands for bicycles, cycles (parts of bicycles, cycles); cycle pumps; aerial conveyors; omnibuses; cycle tires; repair outfits for inner tubes; air vehicles; boats; air pumps (vehicle accessories)						
Giggle Stripes Design	34549-225145 China (People's Republic)	ORD	12552354 09-May-2013	27-Aug-2014	12552354 28-Nov-2014	Registered 27-Nov-2024
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 18 Int. Goods: 18 Int. baby carriers worn on the body; travel bags; infant carriers worn on the body; umbrellas; leather, unworked or semi-worked; trimmings of leather for furniture; leather straps; canes; saddle trees; gut for making sausages; backpacks for carrying articles for babies; handbags for carrying toys; umbrellas to be affixed to baby strollers						
Giggle Stripes Design	34549-225146 China (People's Republic)	ORD	12552353 09-May-2013	06-Jul-2014	12552353 07-Oct-2014	Registered 06-Oct-2024
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 20 Int. Goods: 20 Int. furniture; baby bouncers; baby changing tables, baby chairs, beds, infants and children's furniture, nursery furniture, baby booster seats, bassinets; cribs; diaper changing mats; diaper changing stations; high chairs; booster seats; mattresses; portable infant bath seats for use in bath tubs; travel cribs; containers, not of metal (storage, transport); clips (cable and pipe-) of plastics; mirrors (looking glasses); bamboo; yellow amber; display boards; decorations of plastic for foodstuffs; beds for household pets; identification bracelets, not of metal, for hospitals; coffins; furniture fittings, not of metal; curtain rings; infant playpens (mats for -); sleeping bags for camping						

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
Giggle Stripes Design	34549-225147 China (People's Republic)	ORD	12552352 09-May-2013	06-Jul-2014	12552352 07-Oct-2014	Registered 06-Oct-2024
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 24 Int. Goods: 24 Int. baby and children bed sheets; bed blankets; travelling blankets; pillow cases; pillow shams; pillow covers; bed sheets; towels; wash cloths; comforters; fabric; fiberglass fabrics, for textile use; wall hangings of textile; furniture coverings of textile; curtain holders of textile material; fitted toilet lid covers of fabric; washing mitts; marabouts (cloth); hana greeting fabric; banners; shrouds; felt; quilts for baby; bed cloths (used for baby cribs); sleeping bags (sheeting); bed skirts (used for baby cribs); ticks (mattress covers); handkerchiefs of textile; bundle bags; bed curtain (used for baby cribs)						
Giggle Stripes Design	34549-225148 China (People's Republic)	ORD	12552351 09-May-2013	06-Jul-2014	12552351 07-Oct-2014	Registered 06-Oct-2024
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 25 Int. Goods: 25 Int. hats, footwear, children clothing, Baby bibs not of paper; clothing; layettes; children's clothing; maternity clothes; underwear; footwear; infant and children's footwear; headwear; suspenders; belts; socks; baby bunting; scarves; clothing for gymnastics; waterproof clothing; masquerade costumes; chasubles; sashes for wear; wimples; maniples; shower caps; sleep masks; wedding voile; headbands; gloves						
Giggle Stripes Design	34549-225149 China (People's Republic)	ORD	12552350 09-May-2013	06-Jul-2014	12552350 07-Oct-2014	Registered 06-Oct-2024
Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 28 Int.						
				Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172		

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	Goods: 28 Int.					
						toys; toy mobiles; toys designed to attach to car seats, strollers, cribs and high chairs, wooden toys, toy furniture; stuffed toys; plush toys; electronic learning toys; dolls; doll clothing; doll accessories; infant toys and play mats containing infant toys; games appliances; games, ring games; playing cards, balls for games, body-training apparatus, archery implements, machines for physical exercises, hunting game calls; swimming pools (play articles), synthetic surface track; gloves for games, ice skates; ornaments for Christmas trees (except illumination articles and confectionery), fishing lines, sweatband for bats; screens (camouflage) (sports articles); twirling batons; scratch cards for playing lottery games
Giggle Stripes Design	34549-225150 China (People's Republic)	ORD	12552349 09-May-2013	13-Jun-2015		Published
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells International LLP Classes: 35 Int. Goods: 35 Int.				Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: P3483.00172	
						Advertising by mail order; on-line advertising on a computer network; presentation of goods on communication media, for retail purposes; business management assistance; business information; administrative processing of purchase orders; systemization of information into computer databases
GIGGLE STRIPES DESIGN	34549-243645 China (People's Republic)	ORD	12552349A 05-Sep-2013	13-Jun-2015	12552349A 14-Sep-2015	Registered 13-Sep-2025
	Owner: giggle, inc. Client: giggle, inc. Agent: Hogan Lovells (Alicante) S.L. & Cia. Classes: 35 Int. Goods: 35 Int.				Attorneys: BJM, MZA, BSS Client Ref: Agent Ref:	
						Sales promotion for others; procurement services for others [purchasing goods and services for other businesses]; marketing; employment agencies; relocation services for businesses; accounting; rental of vending machines; sponsorship search
Giggle Stripes Design	34549-227147 Korea, Republic of	ORD	40-2013-0075545 13-Nov-2013	02-Oct-2014	40-1083110 22-Jan-2015	Registered 22-Jan-2025
	Owner: giggle, inc. Client: giggle, inc. Agent: Central Intellectual Property & Law Classes: 12 Int., 18 Int., 25 Int., 28 Int.				Attorneys: BJM, JSG, MZA Client Ref: Agent Ref: 2013-TPKF-	

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	Goods:	12 Int.	children's car seats; cover for children's car seats; strollers; baby strollers; covers for baby strollers; canopies for baby strollers			
		18 Int.	diaper bags; infant and baby carriers worn on the body; travel bags, fabric bags for carrying toys			
		25 Int.	cloth bibs; plastic baby bibs; baby bibs not of paper; clothing for infants and children, namely, shirts, pants, jackets, jumpers, pajamas; infant and children's footwear; clothing namely, baby bibs, jumpers, shorts, skirts, skorts, dresses, pants, jeans, coveralls, overalls, warm-up suits, sleepwear, pajamas, body suits, creepers, trousers, golf trousers, shirts, blouses, tops, top coat with hoods, tank top, tank tops, sweaters, sweatshirts, sweatpants, cardigans, vests, coats, jackets, snow suits, t-shirts, socks, tights, leggings, underwear, mittens, gloves and scarves; headwear namely, hats, caps, visors, headbands and bandanas; suspenders and belts; footwear namely, boots, shoes, sandals, slippers, boots, children's and infant's apparel, namely, overall sleepwear, rompers, layettes, infant and children's clothing, namely, dresses, tights; maternity clothes, namely, pajamas, shirts, pants, dresses and skirts; baby gowns; smocks; infant and children's clothing, namely, infants' one piece clothing, socks, hats and shoes; robes			
		28 Int.	crib mobiles; mobiles for children; toy mobiles; crib toys; toy furniture; toys designed to be attached to car seats, strollers, cribs, and high chairs; baby multiple activity toys; children's multiple activity toys; stuffed and plush toys; push toys; electronic learning toys; toys composed primarily of wood; dolls; doll clothing; doll accessories; infant toys and play mats containing infant toys			
Giggle Stripes Design	34549-227283 Korea, Republic of	ORD	45-2013-0006508 06-Nov-2013		45-0055477 09-Apr-2015	Registered 09-Apr-2025

Owner: giggle, inc.

Client: giggle, inc.

Agent: Central Intellectual Property & Law

Classes: 20 Int., 24 Int., 35 Int.

Attorneys: BJM, JSG, MZA

Client Ref:

Agent Ref: 2013-TPKF-1628/YTS/S

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	Goods: 20 Int.		baby bouncers; infant bouncers, baby changing tables; dressers, bassinets; cribs; beds; travel beds; diaper changing mats; high chairs; fitted covers for high chairs; booster seats; mattresses; rocking chairs; glider chairs; sleeping bags; portable infant bath seats for use in bath tubs; infants and children's furniture; nursery furniture; travel cribs; wall-mounted diaper (napkin) changing platforms, baby changing platforms; diaper changing pads not of paper; diaper changing pad covers not of paper			
	24 Int.		baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, baby blankets, children's blankets, bed blankets; children's bed sheets, pillow cases and blankets; receiving blankets; traveling blankets; pillow shams; pillow covers; nursing and burp cloths; bed sheets; bath towels; hooded towels; towels of textile; wash cloths; comforters			

Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	35 Int.		administrative processing of gift purchase orders; wholesale distributorships featuring infant and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, interior paints, laundry detergent, fabric softeners, stationery and note cards, shampoo, diapers, food, toys, baby bouncers, infant bouncers, baby changing tables, dresses (dressing tables), bassinets, cribs, beds, travel beds, diaper changing mats, diaper changing stations, high chair for babies, fitted covers for high chairs, booster seats, booster seats for use in vehicles, mattresses, rocking chairs, glider chairs, sleeping bags, portable infant bath seats for use in bath tubs, infants and children's furniture; nursery furniture, travel cribs, baby bedding, namely bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, diaper changing pads not of paper, diaper changing pad covers not of paper, baby blankets, children's blankets, bed blankets, children's bed sheets, pillow cases, blankets, receiving blankets, travelling blankets, pillow shams, pillow covers, bath towels, hooded towels, diaper changing pads not of paper, nursing and burp cloths, bed sheets, towel, wash cloths, comforters; retail and on-line retail store services featuring infants and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, baby shampoo, diapers (babies' napkins), food for babies and infant walkers, household cleaning products, interior paints, laundry detergent, fabric softeners, electronic items, namely, electric audio and visual apparatus and instruments, baby computer monitors, baby computer game monitors, baby video monitor, baby light projectors, humidifier, air purifier, baby book, towel set, cup, bowl, socks, bibs and play mat, baby bouncers, infant bouncers, baby changing tables, dressers (dressing tables), bassinets, cribs, beds, travel beds, diaper changing platforms, diaper changing stations, high chairs for babies, fitted covers for high chairs, booster seats, booster seats for use in vehicles, mattresses, rocking chairs, glider chairs, sleeping bags (sheeting), portable infant bath seats for use in bath tubs, infants and children's furniture, nursery furniture, travel cribs, baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, diaper changing pads not of paper, diaper changing pad covers not of paper, baby blankets, children's blankets, bed blankets, children's bed sheets, pillow cases, blankets, receiving blankets, travelling blankets, pillow shams, pillow covers, bath towels, hooded towels, diaper changing pads not of paper, nursing and burp cloths, bed sheets, towel, wash cloths, comforters, stationery and note cards, infants and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, baby shampoo, diapers (babies' napkins), food for babies and infant walkers, household cleaning products, interior paints, laundry detergent, fabric softeners, electric items, namely electric audio and visual apparatus and instruments, baby computer monitors, baby computer game monitors, baby video monitor, baby light projectors, humidifier, air purifier, stationery and note cards; catalog ordering services featuring infants and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, baby shampoo, diapers (babies' napkins), food for babies and infant walkers, household cleaning products, interior paints, laundry detergent, fabric softeners, electronic items, namely, electric audio and visual apparatus and instruments, baby computer monitors, baby computer game monitors, baby video monitor, baby light projectors, humidifier, air purifier, stationery and note cards web-based catalog retail store services featuring infants			

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
			and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, baby shampoo, diaper (babies' napkins), food for babies and infant walkers, household cleaning products, interior paints, laundry detergent, fabric softeners, electric items, namely, electric items, namely electric audio and visual apparatus and instruments, baby computer monitors, baby computer game monitors, baby video monitor, baby light projectors, humidifier, air purifier, stationery and note cards; mail order catalog retail store services featuring infants and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, baby shampoo, diapers (babies' napkins), food for babies and infant walkers, household cleaning products, interior paints, laundry detergent, fabric softeners, electronic items, namely, electric audio and visual apparatus and instruments, baby computer monitors, baby computer game monitors, baby video monitor, baby light projectors, humidifier, air purifier, stationery and note cards			
GIGGLEDEALS	34549-216666 United States of America	PRIN ORD	85/323010 17-May-2011	11-Oct-2011	4126879 10-Apr-2012	Registered 10-Apr-2022
	Owner: giggle, inc. Client: giggle, inc. Agent: Classes: 35 Int. Goods: 35 Int.		Attorneys: BJM, OMC, MZA Client Ref: Agent Ref:			
			on-line retail store services featuring infants' and children's furniture, clothing, bedding, blankets and throws, books, toys, car seats, strollers, diaper bags, infant care products, household cleaning products, laundry detergent and fabric softeners, electronics, stationery, and note cards, gifts, jewelry, and food			
giggledots	34549-224885 United States of America	ORD	85/484275 30-Nov-2011	08-May-2012	4231365 23-Oct-2012	Registered 23-Oct-2022
	Owner: giggle, inc. Client: giggle, inc. Agent: Classes: 20 Int., 21 Int., 24 Int., 25 Int., 28 Int., 35 Int., 41 Int.		Attorneys: BJM, JSJ, MZA Client Ref: Agent Ref:			

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Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	Goods: 20 Int.		baby bouncers; infant bouncers; baby changing tables; dressers; bassinets; bed pillows; floor pillows; maternity pillows; mattresses and pillows; cribs; beds; travel beds; diaper changing mats; diaper changing stations; high chairs; fitted covers for high chairs; booster seats; booster seats for use in vehicles; mattresses; non-metal safety gates for babies, children, and pets; nursing pillows; picture and photograph frames; portable baby bath seats for use in bath tubs; rocking chairs; glider chairs			
	21 Int.		baby bathtubs; plastic bathtubs for children			
	24 Int.		baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, and diaper changing pad covers not of paper; baby blankets; children's blankets; bed blankets; children's bed sheets, pillow cases, and blankets; receiving blankets; travelling blankets; pillow cases; pillow shams; pillow covers; bath towels; hooded towels; crib sheets, bed skirts, crib bumpers; diaper changing pads not of paper; mattress pads; mattress covers			
	25 Int.		cloth bibs; plastic baby bibs; baby bibs not of paper; clothing for infants and children, namely, shirts, pants, jackets, jumpers, pajamas; infant and children's footwear; clothing namely, baby bibs, jumpers, shorts, skirts, skorts, dresses, pants, jeans, coveralls, overalls, warm-up suits, sleepwear, pajamas, body suits, creepers, bottoms, shirts, blouses, tops, tops with hoods, tank tops, sweaters, sweatshirts, sweatpants, cardigans, vests, coats, jackets, snow suits, T-shirts, socks, tights, leggings, underwear, mittens, gloves and scarves; headwear namely, hats, caps, visors, headbands and bandanas; suspenders and belts; footwear namely, boots, shoes, sandals, slippers and booties; infant and toddler one piece clothing; infant wearable blankets; non-disposable cloth training pants; sleepwear; children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments			
	28 Int.		bath toys; crib mobiles; mobiles for children; toy mobiles; crib toys; toy furniture; toys designed to be attached to car seats, strollers, cribs, and high chairs; baby multiple activity toys; children's multiple activity toys; stuffed and plush toys; push toys; electronic learning toys; toys composed primarily of wood; dolls; doll clothing; doll accessories; play mats containing infant toys			
	35 Int.		gift registry services			
	41 Int.		providing online resource guides for infant and children's products			
GIGGLEGLOW	34549-216617 United States of America	PRIN ORD	85/323001 17-May-2011	13-Dec-2011	4230820 23-Oct-2012	Registered 23-Oct-2022

Owner: giggle, inc.

Client: giggle, inc.

Agent:

Classes: 38 Int., 41 Int., 44 Int.

Attorneys: BJM, OMC, MZA

Client Ref:

Agent Ref:

Tuesday, May 16, 2017

Trademark List by Trademark

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Trademark	Client-Matter Country	Sub Case Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	Goods: 38 Int.		providing an interactive on-line forum for transmission of messages among computer users concerning information of interest to expectant parents relating to experiences with and information about babies			
	41 Int.		providing information and advice over the internet in the fields of parenting, babies, and early childhood development			
	44 Int.		providing pregnancy and baby-related advice to expectant mothers in the field of pregnancy-related issues and baby healthcare			
g-list	34549-210796		85/036596		3897244	Registered
	United States of America	ORD	12-May-2010	12-Oct-2010	28-Dec-2010	28-Dec-2020
	Owner: giggle, inc.				Attorneys: BJM, OMC, MZA	
	Client: giggle, inc.				Client Ref:	
	Agent:				Agent Ref:	
	Classes: 35 Int.					
	Goods: 35 Int.		customer loyalty services and customer club services for commercial, promotional and marketing purposes			