

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LittleThings, Inc.		04/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RY LT Acquisition Corp.		
Street Address:	642 Harrison Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4842393	LITTLETHINGS	
Registration Number:	4996756		
Registration Number:	4998319	LITTLETHINGS.COM	
Serial Number:	86361677	THELITTLETHINGS	
Registration Number:	5178153	LITTLETHINGS LIVE	
Registration Number:	5270266	TRUTH BOMB MOM	
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>			
Phone:	415 580 6400		
Email:	mark.woods@rockyou.com		
Correspondent Name:	Mark Woods		
Address Line 1:	642 Harrison Street		
Address Line 4:	San Francisco, CALIFORNIA 94107		
NAME OF SUBMITTER:	Mark Woods		
SIGNATURE:	/Mark Woods/		
DATE SIGNED:	04/23/2018		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of April [●], 2018 (the "Effective Date") by LittleThings, Inc., a Delaware corporation (the "Assignor"), for the benefit of RY LT Acquisition Corp., a Delaware corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement dated as of April [●], 2018 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignor's right, title and interest in and to the trademarks, service marks, and registrations and applications therefor, that are included in the Purchased Assets, including those Trademarks that are set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks") (and, with respect to any intent-to-use trademark application included in the Marks, the business to which such trademark application pertains, which business is ongoing and existing).

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Upon request of Assignee, the Assignor agrees to execute and deliver to the Assignee and/or any person designated by the Assignee, at Assignee's cost, any and all additional documents and instruments that may be required to record and perfect the rights granted herein.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the

terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

6. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

{Signature Page Follows}

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

LITTLETHINGS, INC.

By:

[Signature]
Name: Gretchen Tibbits
Title: President + COO

STATE OF New York, COUNTY OF Manhattan

The foregoing instrument was acknowledged before me this 10 day of April, 2018, by Gretchen Tibbits, the President of LittleThings a Delaware Corp, on behalf of said company. He/she is personally known to me or produced Passport 548572638 as identification.

Notary Public

[Signature]


YASMIN OSORIO
Notary Public, State of New York
No. 01056148845
Qualified in Bronx County

Typed, printed or stamped name of Notary Public Y

My Commission Expires:

SCHEDULE A

Marks

Jurisdiction	Mark	Status	Registration No. (Application Serial No.)
United States	LITTLETHINGS	Registered	4842393
United States		Registered	4996756
United States	LITTLETHINGS.COM	Registered	4998319
United States	THELITTLETHINGS	Allowed	86361677
United States	LITTLETHINGS LIVE	Registered	5178153
United States	TRUTH BOMB MOM	Registered	5270266