

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473161

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SASSY 14, LLC		12/15/2017	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HAMCO, INC.		
<b>Street Address:</b>	916 SOUTH BURNSIDE AVENUE		
<b>City:</b>	GONZALES		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70737		
<b>Entity Type:</b>	Corporation: LOUISIANA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3787472	SASSY SEAT	
<b>Registration Number:</b>	5078547	GRIN & GROW	
<b>Registration Number:</b>	4060848	GROW UP CUP	
<b>Registration Number:</b>	2159097	POGO	
<b>Serial Number:</b>	87565690	INSPIRE THE SENSES	
<b>Registration Number:</b>	2183971	CIRCUS	
<b>Registration Number:</b>	4206294		
<b>Registration Number:</b>	4206293	SASSY	
<b>Registration Number:</b>	2296588	SASSY	
<b>Registration Number:</b>	4543999	NON-STERS	
<b>Registration Number:</b>	2752658	SASSY	
<b>Registration Number:</b>	3006201	SASSY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2259262685		
<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>			
<b>Phone:</b>	225-927-9908		
<b>Email:</b>	rbf@roykiesel.com		
<b>Correspondent Name:</b>	R. BENNETT FORD		

OP \$315.00 3787472

TRADEMARK

**Address Line 1:** 9100 BLUEBONNET CENTRE BLVD.,  
**Address Line 2:** STE. 100  
**Address Line 4:** BATON ROUGE, LOUISIANA 70809

**NAME OF SUBMITTER:** R. BENNETT FORD

**SIGNATURE:** /R. BENNETT FORD/

**DATE SIGNED:** 05/08/2018

**Total Attachments: 12**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (the "IP Assignment"), dated and to be effective as of 11:59 p.m. on the 15th day of December, 2017, is made by **SASSY 14, LLC** ("Seller"), a Delaware limited liability company located at 3729 Patterson Avenue SE, Kentwood, Michigan 49512, in favor of **HAMCO, INC.** ("Purchaser"), a Louisiana corporation located at 916 South Burnside Avenue, Gonzales, Louisiana 70737.

**WHEREAS**, under the terms of that certain Asset Purchase Agreement by and between Seller and Purchaser, dated as of the date hereof (the "Purchase Agreement"), Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller and has agreed to execute and deliver this Intellectual Property Assignment Agreement (the "IP Assignment") for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions;

**NOW THEREFORE**, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following (collectively, the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof and the right to claim priority to any of the foregoing whether in the United States Patent and Trademark Office or any other authority, foreign, domestic or international (collectively, the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (collectively, the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, if any, this conveyance, transfer and assignment shall apply only if the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of that portion of Seller's business to which the trademark pertains, and that business is ongoing and existing; and

(c) the copyright registrations and applications for registration set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (collectively, the "Copyrights").

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, and at Purchaser's expense, Seller shall take such steps and actions, and provide such

cooperation and assistance to Purchaser and its successors, assigns and legal representatives, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be replaced, superseded, extended, amplified or otherwise altered hereby but shall remain in full force and effect only and to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the others. In the execution of this IP Assignment, facsimile or scanned and e-mailed manual signatures shall be fully effective for all purposes.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. Any controversy or claim arising out of or relating to this IP Assignment, or any breach hereof, shall be finally and exclusively settled by arbitration in New York, New York, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any award rendered in such arbitration shall be final and non-appealable.

[Signature pages follow.]





**Schedule 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**Patents**

<b><u>Title</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Patent No.</u></b>	<b><u>Filing Date</u></b>
Integrated Bib/Teether Apparatus	US	6,209,133	October 18, 1999

Schedule 2


ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations


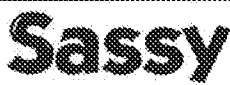
<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u> (Day/Mo/Yr)
SASSY SEAT	US	3787472	11/05/2010
GRIN & GROW	US	5078547	08/11/2016
GROW UP CUP	US	4060848	22/11/2011
POGO	US	2159097	19/05/1998
CIRCUS	US	2183971	25/08/1998
	US	4206294	11/09/2012
 <b>Sassy</b>	US	4206293	11/09/2012
SASSY	US	2296588	30/11/1999
NON-STERS	US	4543999	03/06/2014
SASSY	US	2752658	19/08/2003
SASSY	US	3006201	11/10/2005
GROW UP CUP	Canada	TMA808743	12/10/2011
SASSY	Canada	TMA542170	12/03/2001
<i>Sassy Seat</i>	Canada	TMA282211	12/08/1983
SASSY	Argentina	2434823	18/04/2011
SASSY	Australia	755620	20/02/1998
SASSY AND LADYBUG DESIGN	Bahrain	67885	12/10/2010
SASSY AND LADYBUG DESIGN	Bahrain	67886	12/10/2010



SASSY	Benelux	R 629872	20/02/1998
	Brazil	829323996	01/11/2011
SASSY	Brazil	821420780	13/08/2002
GROW UP CUP	China	8750427	21/06/2013
SASSY	China	1378162	28/03/2000
SASSY Design	China	1287898	28/06/1999
	Croatia	Z20090556	02/03/2010
	Egypt	221038	14/02/2010
	Egypt	221039	14/02/2010
GROW UP CUP	Europe	9454596	25/03/2011
SASSY	Europe	6437552	20/01/2009
SASSY	France	98,719,226	20/02/1998
SASSY	Germany	39809459	06/07/1998
SASSY	Hong Kong	200206405	27/05/2002
	Iceland	564/2009	31/08/2009
SASSY	Indonesia	IDM000326945	17/10/2011
SASSY	Ireland	212947	21/08/1998
SASSY	Israel	120447	04/11/1999
SASSY & Design	Israel	213349	11/05/2010
SASSY	Japan	4836729	04/02/2005
SASSY and LADY BUG Design	Japan	5172978	10/10/2008
SASSY	Japan	4512048	05/10/2001
GROW UP CUP	Japan	5381766	07/01/2011
NON-STERS	Japan	5554790	01/02/2013
SASSY AND LADY BUG DESIGN	Jordan	102337	31/05/2009

SASSY AND LADY BUG DESIGN	Jordan	102339	31/05/2009
SASSY	Kuwait	80216	08/06/2008
SASSY	Kuwait	80217	10/11/2010
Sassy & Device	Lebanon	118236	04/09/2008
SASSY	Malaysia	00015154	21/05/2003
	Mexico	1094393	15/04/2009
GROW UP CUP	New Zealand	831994	18/04/2011
SASSY	New Zealand	303931	10/09/1999
	Norway	252457	11/09/2009
SASSY	Norway	210141	30/08/2001
SASSY & DEVICE	Qatar	53458	16/04/2009
SASSY & DEVICE	Qatar	53459	16/04/2009
SASSY & Device	Saudi Arabia	142908087	31/05/2009
SASSY & Device	Saudi Arabia	142908086	31/08/2009
SASSY	South Africa	1999/00558	15/01/1999
SASSY	Singapore	T0016164E	13/09/2000
	South Korea	40-0807923	05/02/2014
SASSY	South Korea	40-0509768	01/12/2013
SASSY	Taiwan	971798	16/11/2001
SASSY	Thailand	TM144010	04/12/2000
Sassy	UAE	134494	16/03/2011
Sassy	UAE	134495	16/03/2011
SASSY	UK	2158808	05/03/1999
SASSY	Venezuela	P232849	27/08/2001

**Trademark Applications**

<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b> <b>(Day/Mo/Yr)</b>
INSPIRE THE SENSES	US	87-565690	11/08/2017
GRIN & GROW	Canada	1733339	17/06/2015
TEETER TODDLER	Canada	1789353	29/06/2016
SASSY	Canada	1840267	01/06/2017
INSPIRE THE SENSES	Canada	1852330	14/08/2017
	Japan	2016099074	09/09/2016
	Japan	2016099075	09/09/2016

**Unregistered Trademarks, Service Marks, Slogans, and Brands**

<b>Innovations for the Early Years</b>
<b>Make Play Matter</b>
<b>Play with Purpose</b>
<b>Play Free</b>
<b>Sensation Station</b>
<b>Wonder wheel</b>
<b>Bumpy Ball</b>
<b>Link-a-Lots</b>
<b>Go-Go™ bugs</b>
<b>Sensory Symphony</b>
<b>Sensation Station</b>

<b>Fascination Station</b>
<b>Flutterby Teether</b>
<b>Silly Sensory™ Blocks</b>
<b>Lion Around Playmat</b>
<b>Hug n' Tug</b>
<b>Ring O' Links</b>
<b>Gummy Guppy</b>
<b>Fascination Water Works</b>
<b>Wonder of Water</b>
<b>Soft Swimmers</b>
<b>Pop n Push™ Car</b>
<b>Illumination Station</b>
<b>Harbour Town bath toys</b>
<b>Buzz n' Bites Teether</b>
<b>Bumble Bites Teether</b>
<b>Flip n' Grip rattles</b>
<b>Me-In-The-Mirror</b>
<b>Earth Brights™ wooden toys</b>
<b>Dippin' Diner plates</b>
<b>Fishy Fascination Station</b>
<b>Look Book™ photo book</b>
<b>"who loves baby" photo book</b>
<b>mini polka dot rattle</b>
<b>Link-a-long ladybug teether</b>

<b>shake about Sprout rattle</b>
<b>Hello! Baby phone</b>
<b>Drive and Drool Keys</b>
<b>Chilly Dilly Daisy teether</b>
<b>Beginning Bites teether</b>
<b>Bugs on board attachable toys</b>
<b>Al-i-sorter bath tub toy</b>
<b>Hook, line and linkers tub toy</b>
<b>Boogie board Buddies bath toy</b>

**Schedule 3**

**ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

**Copyright Registrations**

<b><u>Title</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b> <b><u>(Mo/Day/Yr)</u></b>
Go Go Charm Collection	US	VAU001063982	5/4/2011
Design Collection	US	VAU001082437	10/25/2011
Thoroughly Modern Mom	US	TX 0000087778	7/21/1978
Thoroughly Modern Mom	US	PA 0000038768	6/28/1978

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