OP \$40.00 2785035

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM520295

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Katherine Shaw Bethea Hospital		03/29/2019	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Life Stages Media, Inc
Street Address:	1500 1st Avenue North, Birmingham
Internal Address:	#86
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35203
Entity Type:	Corporation: ALABAMA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2785035	BABY PALOOZA

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2052089595

Email: christian@gatehouse.law

Correspondent Name: Christian Flowers

Address Line 1:2119 3rd Ave. N. Suite 201Address Line 4:Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Christian Flowers
SIGNATURE:	/Christian Flowers/
DATE SIGNED:	04/23/2019

Total Attachments: 16

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Confidential - Federal Rule of Evidence 408

AGREEMENT

This Agreement ("Agreement") is made between Katherine Shaw Bethea Hospital, an Illinois corporation, having a principal place of business at 403 E. First Street, Dixon, IL 61021 ("KSB"), and Lifestages Media, Inc., an Alabama corporation, having a principal place of business at 1500 1st Avenue North, Unit 86 Birmingham, AL 35203 ("Lifestages"). KSB and Lifestages each may individually be referred to herein as a "Party" or collectively as the "Parties." The "Effective Date" is the date of the last signature below on this Agreement.

WHEREAS, KSB is the owner of common law and federal rights for the mark BABY PALOOZA, U.S. Trademark Registration No. 2,785,035 ("the '035 Registration"), which the U.S. Patent and Trademark Office ("PTO") registered on the Principal Register on November 18, 2003 ("the Mark");

WHEREAS, Lifestages filed a Petition for Cancellation with the Trademark Trial and Appeal Board on September 21, 2018, seeking cancellation of the '035 Registration under 15 U.S.C. § 1052 which sought to cancel the '035 Registration for alleged abandonment;

WHEREAS, the Parties have agreed to confidentially resolve the dispute between them;

NOW THEREFORE, in accordance with the foregoing recitals and in consideration of the mutual promises contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Section I - Acknowledgement of KSB's Rights

- 1.1 Lifestages agrees and acknowledges that KSB owns common law and federal rights in the Mark, including the '035 Registration.
 - 1.2. Lifestages agrees and acknowledges the Mark is valid and enforceable.
- 1.3. Lifestages agrees not to directly or indirectly aid, assist, or participate in any action or proceeding in any forum contesting the ownership, validity, or enforceability of the Mark. Nothing in this paragraph shall be construed as requiring Lifestages to ignore or otherwise avoid a lawfully issued subpoena or court or administrative order or rule that might require Lifestages to provide information relating to this issue.
- 1.4. As between KSB and Lifestages, all rights not specifically granted to Lifestages in this Agreement are reserved to KSB.

CONFIDENTIAL | 1

Section II - Assignment and License Back of the Mark

- 2.1 KSB hereby assigns and transfers to Lifestages: (A) all right, title, and interest in and to the Mark for use in connection with any and all goods or services throughout the world, including all goodwill symbolized by the Mark, (B) any and all common law trademark rights associated with the Mark, (C) any and all trademark applications and registrations for the Mark, including the '035 Registration, and (D) all claims for remedies, including money damages, by reason of past, present, or future infringement or other unauthorized use of the Mark, with the right to sue and collect for the same.
- 2.2 KSB agrees and acknowledges that Lifestages may in its sole discretion assign or license to anyone, or otherwise develop or dispose of in any manner, all or any portion of the rights KSB obtains pursuant to the assignment granted, except as set forth herein and the attachments hereto.
- 2.3 All costs associated with recording the assignment of the Mark after the date of the assignment of the Mark as well as any costs in connection with registering, maintaining, protecting, and enforcing rights to the Mark, shall be borne by Lifestages. After the Effective Date, all issues of trademark registration, protection, maintenance, and/or enforcement of the Mark are within Lifestage's sole discretion. However, KSB and its principals, officers, and/or agents agree to provide, at Lifestage's expense, such assistance as may be reasonably necessary to enable Lifestages to register, protect, maintain, and/or defend the Mark. In the event Lifestages or any successors in interest to the Mark abandon the mark as defined in 15 USC §1127, the ownership of the mark shall be assigned to KSB or the successor in interest thereto.
- 2.4 For purposes of recording KSB's assignment of rights under this Section, the Parties shall execute the Confirmatory Trademark Assignment attached as Exhibit A no later than the Effective Date.
- 2.5 The Parties shall execute the License Agreement attached as Exhibit B in which Lifestages grants a limited sole and exclusive license of the Mark to KSB, subject to the terms and conditions set forth herein and in the License Agreement, effective no later than the Effective Date.

Section III - Disposition of Claims and Consideration

- 3.1 Counsel for the Parties shall execute the Stipulation for Withdrawal of Petitioner's Cancellation Petition, and Registrant's Counterclaims with prejudice ("Stipulation for Withdrawal"), attached as Exhibit C. Within ten business days after the Effective Date, counsel for Lifestages shall file the Stipulation for Withdrawal with the TTAB. It is a condition precedent of this Agreement that the TTAB enters the withdrawal substantially in the form of attached Exhibit C.
- 3.2 Except for any liability that may arise out of a breach of this Agreement, each Party, on behalf of itself, its principals, officers, agents, assigns, and successors, hereby fully and forever waives, releases, and discharges the other Party, and that Party's current and former officers, directors, attorneys, shareholders, parents, subsidiaries, independent contract manufacturers,

CONFIDENTIAL | 2

employees, agents, suppliers, distributors, vendors, licensees, customers, advertising and/or public relations or marketing agencies, successors, and assigns from any and all rights, claims, and actions the Party may have had before the Effective Date which arise out of or relate to violations of a Party's trademark rights in the Mark.

- 3.3 In consideration of the mutual performance of the promises and conditions of the terms of this Agreement, including the Assignment (Exhibit A), the License (Exhibit B) and the Stipulation (Exhibit C), Lifestages shall pay to KSB the sum of \$13,000.00, which payment shall be due and payable in accord with the following schedule:
 - (a) \$6,500.00 within five (5) calendar days of execution of the Agreement and Exhibits A and B, and
 - (b) \$6,500.00 on or before six (6) months thereafter.

Section IV - Representations and Warranties

- 4.1 KSB represents and warrants that the person signing this Agreement on its behalf has full authority, competence, and power to bind it to this Agreement and all of the terms hereof, and further warrants that it has the right to make all representations, warranties, grants, covenants, releases, and commitments set forth in this Agreement.
- 4.2 Lifestages represents and warrants that the person signing this Agreement on its behalf has full authority, competence, and power to bind it to this Agreement and all of the terms hereof, and further warrants that it has the right to make all representations, warranties, grants, covenants, releases, and commitments set forth in this Agreement.
- 4.3 KSB represents and warrants that it has not assigned, licensed, or otherwise transferred or agreed to transfer any right, title, or interest in the Mark, whether common law or federal rights, to anyone other than KSB and that it is the sole and exclusive owner of all right, title, and interest in the Mark free and clear of any and all liens, encumbrances, claims, or security interest(s), to the extent such right, title, and interest exist, before the Effective Date.

Section V - General Provisions

- 5.1 This Agreement shall be governed by the laws of the State of Alabama, without regard to principles of conflicts of law.
- 5.2 This Agreement shall not be altered, amended, or modified in any way except by a writing signed by both Parties.
- 5.3 This Agreement shall inure to the benefit of and be binding upon the successors and assigns of KSB and of Lifestages. Neither party shall assign or transfer any of its rights or obligations herein to any person or entity without the prior written consent of the other party, except that either party may assign this Agreement to any successor of the business to which this Agreement relates by merger, consolidation, or sale of a majority of equity or assets.

CONFIDENTIAL | 3

- 5.4 The invalidity or unenforceability of any term or provision of this Agreement shall not affect the other terms and provisions, and such invalid or unenforceable term or provision shall, in all events, be construed and enforced to the fullest extent permissible under law.
- 5.5 Any notice or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently served if mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service. Notice served or sent shall be effective upon receipt. Any such notice or request will be addressed as follows:

For Katherine Shaw Bethea Hospital:

Attn: Legal Katherine Shaw Bethea Hospital 403 E. First Street Dixon, IL 61021

> With a copy to: Jon O. Nelson Banner & Witcoff, Ltd 71 S. Wacker Dr., Suite 3600 Chicago, Illinois 60606

For Lifestages Media, Inc.:

Attn: Cecilia Pearson Lifestages Media Inc. 1500 1st Avenue North, Unit 86 Birmingham, AL 35203

> With a copy to: Josh Andrews Gatehouse Law 2119 3rd Avenue North Birmingham, AL 35203

- 5.6 The headings in this Agreement are for reference only and are not intended to form any part of the operative portion of this Agreement, and they shall not be employed in the interpretation or application of this Agreement.
- 5.7 This Agreement constitutes an integration of the entire understanding and agreement of the Parties with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, are superseded by this Agreement and shall not be binding on any of the Parties, and

CONFIDENTIAL | 4

each of the Parties acknowledges that they have not relied, in entering into this Agreement, on any representation, warranty, promise or condition, not specifically and expressly set forth in this Agreement. The Parties agree that this Agreement may not be modified except in writing signed by both Parties.

5.8 This Agreement may be executed in several counterparts, each of which is deemed to be an original but all of which constitute one and the same instrument. An electronically transmitted, signed copy of this Agreement shall be enforceable.

IN WITNESS WHEREOF, KSB and Lifestages have caused their duly authorized representatives to execute this Agreement as of the date indicated below.

Katherine Shaw Bethea Hospital	Lifestages Media, Inc.
By: Suzanne Rawlin Name: Suzanne Rawlin	By:
Name: Stranne Rawlin	Name: Cecilia Peasson
Title: Chief legal Officer	Title: CEO
Date: 3/29/2019	Date: $3-21-19$

EXHIBIT A

CONFIRMATORY TRADEMARK ASSIGNMENT

WHEREAS, Katherine Shaw Bethea Hospital, an Illinois corporation, having a principal place of business at 403 E. First Street, Dixon, IL 61021 ("KSB"), claims ownership of common law and registered rights in the mark consisting of the word "BABY PALOOZA" ("the Mark"), which is depicted and described in U.S. Trademark Registration No. 2,785,035 ("the '035 Registration");

WHEREAS, KSB is the record owner of the '035 Registration, registered on the Principal Register on November 18, 2003 for goods in International Class 41;

WHEREAS, pursuant to an Agreement between Lifestages Media, Inc. and Katherine Shaw Bethea Hospital, an Illinois corporation, having a principal place of business at 403 E. First Street, Dixon, IL 61021 ("KSB"), KSB assigned all rights, title, and interest in and to the Mark and the goodwill of the business symbolized thereby (hereafter, the "Agreement");

WHEREAS, the Parties desire to confirm herewith the terms of the assignment from KSB to Lifestages;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, KSB hereby confirms the terms of its Agreement in which it assigned, transferred, and conveyed to Lifestages all rights, title, and interest in and to the Mark and the goodwill of the business symbolized thereby, including the '035 Registration.

KSB further confirms the assignment to Lifestages of all right to sue for and receive all remedies, including damages, accruing from past infringements of the rights herein assigned.

The assignment shall be binding upon the parties, their successors, and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith. This Assignment confirms that the Effective Date of this Assignment is the date set forth in the Agreement.

Katherine Shaw Bethea Hospital	Lifestages Media, Inc.
By: Sugarne Rowlin	By:
Name: Suranne Ravlih	Name: Cecilia Pearson
Title: Chief legal Officer	Title: CEO
Date: 3/26/2019	Date: 3-21-19

EXHIBIT B

LICENSE AGREEMENT

This License Agreement ("Agreement") is made between Katherine Shaw Bethea Hospital, an Illinois corporation, having a principal place of business at 403 E. First Street, Dixon, IL 61021 ("KSB"), and Lifestages Media, Inc., an Alabama corporation, having a principal place of business at 1500 1st Avenue North, Unit 86 Birmingham, AL 35203 ("Lifestages"). KSB and Lifestages each may individually be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, pursuant to a separate agreement, KSB has assigned, transferred, and conveyed to Lifestages all rights, title, and interest in and to the mark BABY PALOOZA, U.S. Trademark Registration No. 2,785,035 ("the '035 Registration"), which the PTO registered on the Principal Register on November 18, 2003 ("the Licensed Mark");

WHEREAS, KSB is the owner of common law and federal rights in the Licensed Mark, including the '035 Registration;

WHEREAS, KSB desires to receive from Lifestages, and Lifestages desires to grant to KSB a limited sole and exclusive license to use the Licensed Mark for the Licensed Services in a specific licensed territory in the states of Illinois, Iowa, Wisconsin, Indiana, Missouri, Minnesota, Kentucky and Michigan (the "Licensed Territory"), pursuant to the terms and conditions provided herein;

NOW THEREFORE, in accordance with the foregoing recitals and in consideration of the mutual promises contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Section I – Definitions

- 1.1 Effective Date: The date of the last signature below on this Agreement.
- 1.2 Licensed Services: Educational services in the health care field; including presenting a prenatal health care fair including vendor displays and symposia relating to prenatal care in the same or substantially the same format as has been presented by KSB prior to this Agreement.

Section II - Grant of License

- 2.1 Subject to the terms and provisions of this Agreement, Lifestages hereby grants to KSB, and KSB hereby accepts from Lifestages, a sole and exclusive license to use the Licensed Mark in the Licensed Territory for the Licensed Services including in connection with the advertising, promotion, manufacture, sale, and distribution of goods associated with the Licensed Services during the term of this Agreement.
- 2.2 KSB shall not have the right to grant sublicenses of its rights under this Agreement in the Licensed Territory without the prior written consent of Lifestages.

CONFIDENTIAL | 1

- 2.3 All uses of the Licensed Mark by KSB shall inure to the benefit of Lifestages.
- 2.4 In the event that Lifestages acquires any ownership rights to the Licensed Mark in the Licensed Territory via common law use or otherwise during the term of this Agreement, Lifestages agrees to grant, and hereby grants a sole and exclusive license of such rights to KSB, including any and all associated goodwill, in so much as such rights are necessary or for the purposes outlined in this agreement.
- 2.5 KSB agrees that it and/or its principals, officers, and/or agents will execute all documents reasonably necessary for Lifestages to maintain the Licensed Mark, and shall also execute and provide all documents reasonably necessary to enable Lifestages or its successors or assignees to obtain, maintain, and/or enforce any and all trademark rights for the Licensed Mark, including, but not limited to, providing evidence, executing consents, or providing other assistance as reasonably needed.

Section III - Term

3.1 Unless terminated sooner, the term of this Agreement shall begin on the Effective Date for an unlimited term of the licensed grant set forth herein.

Section IV - Quality Control Provisions

- 4.1 The Licensed Services shall be maintained and distributed in accordance with all applicable national, state, and local laws and regulations. In addition, the Licensed Services shall be maintained and distributed in all respects with quality standards, guidelines, and other specifications supplied by Lifestages to KSB. Exhibit 1 to this Agreement contains the minimum quality standards and guidelines that KSB is expected to maintain for the Licensed Services. Lifestages shall have the right at any reasonable time with prior notice to inspect the Licensed Services at KSB's facilities or an event within the license grant.
- 4.2 KSB shall use commercially reasonable efforts to include the trademark notice "®" with respect to Licensed Services, Packaging and Advertising Materials bearing the Licensed Mark.
- 4.3 KSB shall inform Lifestages forthwith if KSB learns of any adoption, use, or registration in the Licensed Territory of any trademark, trade name, or corporate name that could infringe or impair or tend to impair KSB's rights in the Licensed Mark. KSB shall provide, at Lifestages' expense, information and assistance to Lifestages concerning such infringements. Upon learning of such infringements, Lifestages shall be entitled, at its expense, to take such action, as Lifestages considers necessary or appropriate to enforce its rights, including without limitation, action to suppress or eliminate the infringements. KSB agrees to cooperate with Lifestages, and its attorneys and other authorized representatives, at Lifestages' expense, in any investigation or legal proceedings or action by Lifestages to protect its rights in the Licensed Mark.

CONFIDENTIAL | 2

Section V - Default and Cure

5.1 Upon a Party's default under any term or provision hereof on their respective performance under this Agreement, the other Party shall have the right to give that Party written notice thereof, and that Party shall then have 60 (sixty) days to cure same. If such breach or default is so cured, this Agreement shall remain in full force and effect; if such breach or default is not cured within such period, then, at the written election of the Party giving such notice, this Agreement shall terminate upon delivery of the written notice. The failure of a Party to exercise its respective rights under this Section 7.1 regarding any such breach or default shall not be deemed a waiver thereof nor prevent such Party from exercising its rights hereunder regarding such or any subsequent breach or default.

Section VI - Liability and Indemnification

6.1 KSB shall indemnify and agrees to hold Lifestages and its officers, directors, agents, and employees harmless from and against any loss, claim, or damage resulting from the service, promotion, use, or distribution of the Licensed Services in the Licensed Territory.

Section VII - Representations and Warranties

- 7.1 Lifestages represents and warrants that the person signing this Agreement on its behalf has full authority, competence, and power to bind it to this Agreement and all of the terms hereof, and further warrants that it has the right to make all representations, warranties, grants, covenants, releases, and commitments set forth in this Agreement.
- 7.2 KSB represents and warrants that the person signing this Agreement on its behalf has full authority, competence, and power to bind it to this Agreement and all of the terms hereof, and further warrants that it has the right to make all representations, warranties, grants, covenants, releases, and commitments set forth in this Agreement.

Section VIII - General Provisions

- 8.1 This Agreement shall be governed by the laws of the State of Alabama, without regard to principles of conflicts of law.
- 8.2 This Agreement shall not be altered, amended, or modified in any way except by a writing signed by both Parties.
- 8.3 Subject to the provisions of Section IV, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of KSB and of Lifestages. KSB shall not assign or transfer any of its rights or obligations herein to any person or entity, except as set forth herein, without the prior written consent of Lifestages.

CONFIDENTIAL | 3

- 8.4 The invalidity or unenforceability of any term or provision of this Agreement shall not affect the other terms and provisions, and such invalid or unenforceable term or provision shall, in all events, be construed and enforced to the fullest extent permissible under law.
- 8.5 Any notice or request required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently served if mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service. Notice served or sent shall be effective upon receipt. Any such notice or request will be addressed as follows:

For Katherine Shaw Bethea Hospital

Attn: Legal Katherine Shaw Bethea Hospital 403 E. First Street Dixon, IL 61021

> With a copy to: Jon O. Nelson Banner & Witcoff, Ltd 71 S. Wacker Dr., Suite 3600 Chicago, Illinois 60606

For Lifestages Media, Inc.

Attn: Cecilia Pearson Lifestages Media Inc. 1500 1st Avenue North, Unit 86 Birmingham, AL 35203

> With a copy to: Attn: Legal Josh Andrews Gatehouse Law 2119 3rd Avenue North Birmingham, AL 35203

- 8.6 The headings in this Agreement are for reference only and are not intended to form any part of the operative portion of this Agreement, and they shall not be employed in the interpretation or application of this Agreement.
- 8.7 This Agreement constitutes an integration of the entire understanding and agreement of the Parties with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, are superseded by this Agreement and shall not be binding on any of the Parties, and each of the Parties acknowledges that they have not relied, in entering into this Agreement, on any

CONFIDENTIAL | 4

representation, warranty, promise or condition, not specifically and expressly set forth in this Agreement. The Parties agree that this Agreement may not be modified except in writing signed by both Parties.

8.8 This Agreement may be executed in several counterparts, each of which is deemed to be an original but all of which constitute one and the same instrument. An electronically transmitted, signed copy of this Agreement shall be enforceable.

IN WITNESS WHEREOF, KSB and Lifestages have caused their duly authorized representatives to execute this Agreement as of the date indicated below.

Katherine Shaw Bethea Hospital		Lifestatges Media, Inc.
By: Sugarne Rowlin	By:	CIN
Name: Suzanne Ravlin	Name:	Cecilia Person
Title: Chief legal officer	Title:	CEO
Date: 3-29-2019	Date:	3-21-19

EXHIBIT C

CONFIDENTIAL | 6

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Trademark Registrant Katherine Shaw Bethea Hospital)
Mark: BABY PALOOZA)
Registration No. 2,785,035) :) :
Registered: November 18, 2003))
Lifestages Media, Inc., Petitioner, vs.))) Cance lation No. 92069565)
Katherine Shaw Bethea Hospital, Registrant	
STIPULATION FOR WITHDRA CANCELLATION PETITION AND REG	WAL OF PETITIONER'S SISTRANT'S COUNTERCLAIMS
Petitioner and Registrant, having reached an	amicable resolution of the above proceeding,
agree to the withdrawal of (1) Petitioner's Petition fo	or Cancellation of Principal Registration No.
2,785,035, and (2) Registrant's Counterclaims.	· •
On Behalf of Registrant	On Behalf of Petitioner
Jon O. Nelson Banner & Witcoff, Ltd. 71 South Wacker Drive, Suite 3600 Chicago, IL 60606 (312) 463-5000 bwlitdocket@bannerwitcoff.com, bwptotm@bannerwitcoff.com Attorneys for Katherine Shaw Bethea Hospital Date: Mgr. 7 9 7 0 1 9	By: Josh Andrews Gatehouse Law 2119 3rd Avenue North Birmingham, AL 35203 (205) 208-9595 Josh@gatehouse.law Autorneys for Lifestages Media, Inc.
Date: 1 (4:0) C 17	Date:

CONFIDENTIAL | 7

TRADEMARK REEL: 006627 FRAME: 0825

RECORDED: 04/23/2019