

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526475

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900497001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Giggle, Inc.		09/20/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Sanford P. Rosen
Street Address:	747 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3453784	
Registration Number:	3568933	
Registration Number:	4299656	GIGGLE
Registration Number:	4733880	GIGGLE
Serial Number:	85887696	GIGGLE
Registration Number:	3636705	GIGGLE BETTER BASICS
Registration Number:	3939046	GIGGLE BETTER BASICS
Registration Number:	3122969	GIGGLE HEALTHY. HAPPY. BABY.
Registration Number:	4231365	GIGGLEDOTS
Registration Number:	4230820	GIGGLEGLOW
Registration Number:	3897244	G-LIST
Registration Number:	1918619	THE RIGHT START
Registration Number:	1917940	THE RIGHT START
Registration Number:	4455273	STARTING YOUR BABY OFF RIGHT
Registration Number:	4677467	B BABYSHOWER.COM
Registration Number:	4638694	BABYSHOWER.COM
Registration Number:	4564233	RIGHTSTART
Registration Number:	4564234	RIGHTSTART

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2028874288*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:** 2149692741**Email:** blove@akingump.com**Correspondent Name:** AKIN GUMP STRAUSS HAUER & FELD LLP**Address Line 1:** 2001 K Street N.W.**Address Line 4:** Washington, D.C. 20006**ATTORNEY DOCKET NUMBER:** 013061.0147**NAME OF SUBMITTER:** Brenda Love**SIGNATURE:** /Brenda Love/**DATE SIGNED:** 06/05/2019**Total Attachments: 16**

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521937

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Giggle, Inc.		09/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sanford P. Rosen		
Street Address:	747 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3453784		
Registration Number:	3568933		
Registration Number:	4299656	GIGGLE	
Registration Number:	4733880	GIGGLE	
Serial Number:	85887696	GIGGLE	
Registration Number:	3636705	GIGGLE BETTER BASICS	
Registration Number:	3939046	GIGGLE BETTER BASICS	
Registration Number:	3122969	GIGGLE HEALTHY. HAPPY. BABY.	
Registration Number:	4231365	GIGGLEDOTS	
Registration Number:	4230820	GIGGLEGLOW	
Registration Number:	3897244	G-LIST	
Registration Number:	1918619	THE RIGHT START	
Registration Number:	1917940	THE RIGHT START	
Registration Number:	4455273	STARTING YOUR BABY OFF RIGHT	
Registration Number:	4677467	B BABYSHOWER.COM	
Registration Number:	4638694	BABYSHOWER.COM	
Registration Number:	4564233	RIGHTSTART	
Registration Number:	4564234	RIGHTSTART	

CH \$465.00 3453784

DEED OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS DEED OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS is made this 20th day of September 2017, by and between Giggle, Inc., a corporation organized under the laws of the state of Delaware, and resident in the County of New York within the meaning of N.Y.C.P.L.R. § 503(c), having maintained offices located at 158 West 27th Street, 8th Floor, New York, NY 10001 Federal Tax Identification Number 56---2356964, hereinafter referred to as "Assignor," and Sanford P. Rosen, Esq., c/o Rosen & Associates, P.C., 747 Third Avenue, New York, NY 10017-2803, hereinafter referred to as "Assignee."

WHEREAS, Assignor is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and has decided to discontinue its business, and is desirous of transferring its property to an Assignee for the benefit of its creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference of priority, except such priority as is established and permitted by applicable law as set forth in Article 2 of the New York Debtor and Creditor Law ("New York Debt. & Cred. Law");

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED**:

I. TRANSFER OF ASSETS. Assignor does hereby grant, convey, assign, transfer and set over to the Assignee, and any successor assignee, all property and assets of Assignor, whatsoever and wheresoever situated, which now are, or ever have been, used in connection with the operation of Assignor's business. The property and assets transferred shall include, without limitation, if any such assets exists, all real and personal property, tangible

and intangible, including, without limitation, all cash on hand, bonds, bank accounts, all accounts receivable, all furniture, fixtures, equipment, leasehold improvements, inventory, intellectual property, general intangibles, patents, insurance premium and/or policy refunds, copyrights, trade names, trademarks, franchises, service marks, and causes of action. Title to the property and assets of Assignor shall immediately vest with Assignee for the use and purpose hereinafter set forth.

2. LEASES AND LEASEHOLD INTERESTS. This Deed of Assignment includes all leases and leasehold interests in any asset of the Assignor; however should Assignee determine that said lease or leasehold interest is of no value to the estate, then said interest is thereby relinquished or abandoned without further liability or obligation to Assignee.

3. FORWARDING OF MAIL. Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

4. POWERS AND DUTIES OF ASSIGNEE. Subject to the provisions herein, Assignee shall hold and manage all of Assignor's property in trust and Assignee shall have all powers necessary to marshal and liquidate the estate including, but not limited to:

a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee;

b. To sell or otherwise dispose of all personal property of Assignor in such manner as Assignee deems best and subject to the approval of the court, pursuant to Section 19 of the New York Debt. & Cred. Law, and Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title of same.

c. To sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to all of Assignor's intellectual property, including patents,

copyrights, trademarks, trade names and any equipment, inventory, franchises, causes or choses in action and general intangibles in such manner as Assignee deems best, pursuant to Section 19 of the New York Debt. & Cred. Law. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title of same. In this regard, Assignee shall have the power to: (i) employ an auctioneer and an appraiser to appraise said assets; (ii) to conduct any public sale of the assets; and (iii) to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other documents necessary to convey right, title, and interest in to Assignor's property to any bona fide buyer.

d. To employ attorneys, accountants, appraisers, auctioneers, and any other additional personnel, including, as Assignee deems appropriate, former employees of the Assignor, to whatever extent may be necessary to administer the assets and claims of the assignment estate and to assist in the preparation and filing of any and all state, county or federal tax returns as required.

e. To require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s), pursuant to New York law, as more specifically set forth in Section 5 of the New York Debt. & Cred. Law.

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.

g. To open bank accounts in the name of Assignee or his nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon

and with the further power and authority to do such acts and execute such papers and documents in connection with this general assignment as Assignee may deem necessary or advisable.

h. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and assets, in the following priority amounts as to distribution only and not time of distribution, as follows:

- (1) FIRST, to deduct all sums which Assignee may at his option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the assignment estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.
- (2) SECOND, subject to paragraph 9 below, all costs and expenses incidental to the administration of the assignment estate, including the payment of a reasonable fee to Assignee, as that term is hereinafter defined and the payment of reasonable compensation and expenses for the services of attorneys for the Assignee, accountants to Assignee, attorneys to Assignor for services related to the making of and administration of the general assignment and any other professionals Assignee deems necessary to properly administer the assignment estate.
- (3) THIRD, all federal taxes of any nature whatsoever owing as of the date of this general assignment, or other such claim of any federal

governmental agency as defined under 31 U.S.C. § 3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.

- (4) FOURTH, all state, county and municipality taxes of any nature whatsoever owing as of the date of this general assignment, including but not limited to employment, property and income taxes.
- (5) FIFTH, all monies due employees of the Assignor entitled to priority as defined under Sections 21-a and 22 of the New York Debt. & Cred. Law, up to the statutory maximum as set forth in Sections 21-a and 22 of the New York Debt, & Cred. Law.
- (6) SIXTH, with the exception of those classes set forth above, all distributions to other creditors shall be pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is otherwise disputed until such time as that creditor's claim is resolved. The creditor's otherwise pro-rata share of such distribution shall be fully reserved for by the Assignee until such time as the dispute is resolved. Disputed claims shall include a dispute related to any avoidance action the Assignee may have under state law, if any. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable him to make a reasonable distribution.

(7) SEVENTH, any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this general assignment, shall be re-distributed to all known unsecured creditors, being those creditors who cashed their respective distribution checks from the Assignee, so long as any such distribution exceeds one percent (1%) of each such creditor's allowed claim.

(8) EIGHTH, the surplus, if any, of the assignment estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the holders of the equity of Assignor, as per the list of equity holders provided with the making of this Deed of Assignment.

i. To report to the court as required by Section 14 of the New York Debt. & Cred. Law as to the results of the Assignee's efforts in administering the assets in the assignment estate.

j. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to Assignor's creditors.

k. To do and perform any and all other acts deemed desirable and/or necessary and proper for the wind-down of Assignor, including filing of such notices with state tax authorities and others as may be necessary for the wind-down of the Assignor.

5. RIGHTS OF CREDITORS. Creditors shall be given notice of the assignment and the right to file verified claims, which shall set forth whether any, and, if so, what securities are held for such claim, and whether any, and, if so, what payments have been made thereon. Whenever a claim is founded upon an instrument in writing, such instrument, unless lost or destroyed, shall be filed with the claim. All rights and remedies of creditors against any surety or sureties for Assignor are hereby expressly reserved and nothing herein shall prevent such creditors from suing any third parties or persons who may be liable for all or any part of a claim against Assignor, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien, or other security which they now hold on any property.

6. LIABILITY OF ASSIGNEE. It is understood and agreed that neither Assignee nor any of his employees, officers, agents, or representatives will assume any personal liability or responsibility for any of his acts as Assignee herein, but his obligation shall be limited to the performance of the terms and conditions of this Deed of Assignment in good faith and in the exercise of his best business judgment. Assignee shall be indemnified by Assignor for any claims brought by any party against Assignee for any of his acts as Assignee herein, provided, however, that, nothing in this Section 6 shall be construed to require the Assignor to indemnify the Assignee for any claims resulting from the actual fraud or gross negligence of the Assignee as determined by a final order.

7. WARRANTIES OF ASSIGNOR. Assignor hereby warrants as follows:

- a. The list of creditors delivered concurrently herewith to the Assignee and as required under Section 4 of the New York Debtor & Creditor Law is complete and correct to the best of Assignor's knowledge as reflected by the books and records of the Assignor, as to the names of Assignor's creditors, their addresses, and the amounts due them and that such schedule

will be filed with the county clerk of the county where such assignment is recorded as well as provided to the Assignee.

b. Assignor, through its officers and directors, shall perform any and all acts reasonably necessary and proper to assist Assignee in his orderly liquidation of Assignor's assets, including the execution of any documents required to further carry out the intent of this Deed of Assignment, the collection of any and all monies owing Assignor, and in the distribution of said monies and proceeds of asset sales to Assignor's creditors.

c. Assignor, through its officers and directors, shall perform any and all acts reasonably necessary and proper to effect the wind-down of Assignor, including the filing of such notices with state tax authorities and others as may be necessary for the wind-down of the Assignor.

8. **POWER OF ATTORNEY.** Assignor, by this Deed of Assignment, hereby grants Assignee a general power of attorney, which power of attorney specifically includes the right of Assignee to prosecute any action in the name of Assignor as Attorney in Fact.

9. **ACCEPTANCE BY ASSIGNEE.** By execution of this Deed of Assignment, Assignee does hereby accept the estate herein created and agrees to faithfully perform his duties according to the best of the Assignee's skill, knowledge and ability. Concurrently with the execution of this Agreement, Assignee shall receive a retainer in the amount of \$100,000, which shall be applied to Assignee's payment of a retainer fee to his attorneys. It is understood that Assignee's compensation, excluding the reimbursement of all Assignee's out-of-pocket costs, including the payment of attorney's fees and costs, in connection with the administration of this estate and the wind-down of the Assignor, shall be 5% of the amount administered by Assignee in accordance with Section 21 of the New York Debt. & Cred. Law. The Assignee's

compensation and reimbursement of out-of-pocket costs in excess of the retainer fee shall be paid out of proceeds of the liquidation of the Assignee's assets.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written,

Giggle, Inc., a Delaware corporation

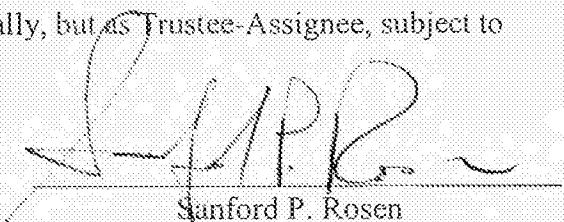


By: DAVID JANKE

Its: CEO

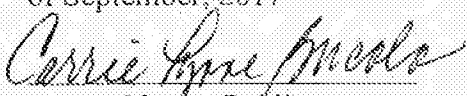
ACCEPTANCE:

I, Sanford P. Rosen, hereinabove named, do hereby accept the Assignment hereinafter set forth, not individually, but as Trustee-Assignee, subject to the conditions set forth above.



Sanford P. Rosen

Sworn to me this 20th day
of September, 2017



Carrie Lynne Bucle
Notary Public

CARRIE LYNNE BUCLE
Notary Public, State of New York
No. 03-4754032
Qualified in Bronx County
Commission Expires ~~March 31, 2018~~

6/30/19

SCHEDULE 1

GIGGLE, INC. - TRADEMARKS

Trademark	Filing date	Serial number	Registration date	Registration number	Class	Country
Design (Color Awning)	4/10/2006	78858049	6/24/2018	3453784	042	US
Design (Giggle Stripes)	5/29/2007	77192278	2/3/2009	3568933	035	US
GIGGLE			1/5/2011	55188	035	Arizona
GIGGLE			7/1/2009	65704	035	US
GIGGLE	2/6/2014	1662882			008, 010, 012, 016, 018, 020, 021, 024, 025, 028, 035, 041	CA
GIGGLE	5/9/2013	12552362	3/21/2015	12552361	012	CH
GIGGLE	5/9/2013	12552361	2/28/2016	12552361	018	CH
GIGGLE	5/9/2013	12552360	7/28/2016	12552361	020	CH
GIGGLE	5/9/2013	12552359	11/21/2014	12552361	024	CH
GIGGLE	5/9/2013	12552358	9/7/2015	12552361	025	CH
GIGGLE	5/9/2013	12552357			028	CH
GIGGLE	5/9/2013	12552359	5/21/2016	12552361	035	CH
GIGGLE	5/9/2013	12552357A	9/14/2015	12552357A	028	CH
GIGGLE			5/15/2009	23375	035	Connecticut

GIGGLE			6/3/2009	100427	035	Illinois
GIGGLE	11/13/2013	40-2013-0075542	5/28/2015	40-1108310	012	KO
GIGGLE	9/26/2014	40-2013-0064770	7/20/2016	40-1191582	012	KO
GIGGLE	9/26/2014	40-2014-0007702	6/21/2016	45-0065925	020, 024, 035	KO
GIGGLE			6/21/2009	S20952	035	New York
GIGGLE	4/2/2009	77705424	3/12/2013	4299656	008, 010, 012, 016, 018, 020, 021, 035	US
GIGGLE	3/27/2013	85887756	5/12/2015	4733880	020, 021, 024, 025, 035	US
GIGGLE	3/27/2013	85887696				US
Giggle Baby Character	5/9/2013	12552348	10/7/2014	12552348	012	CH
Giggle Baby Character	5/9/2013	12552347	10/7/2014	12552347	018	CH
Giggle Baby Character	5/9/2013	12552346	10/7/2014	12552346	020	CH
Giggle Baby Character	5/9/2013	12552345	10/7/2014	12552345	024	CH
Giggle Baby Character	5/9/2013	12552344	10/6/2014	12552344	025	CH
Giggle Baby Character	5/9/2013	12552343	10/7/2014	12552343	028	CH
Giggle Baby Character	5/9/2013	12552342	10/7/2014	12552342	035	CH
Giggle Baby Character	11/13/2013	40-2013-0075550	1/22/2015	40-1083111	012, 018, 015,	KO

					028	
Giggle Baby Character	11/6/2013	45-2013-0006509	4/9/2015	45-0055478	020, 024, 035	KO
Giggle Baby Character	9/18/2007	77282371	1/31/2012	4093990	035	US
Giggle Baby Design	2/6/2014	1662883	8/3/2015	TMA910102	035	CA
Giggle Baby Stylized Design	10/30/2013	13450512	8/28/2015	13450512	012	CH
Giggle Baby Stylized Design	10/30/2013	13450823	4/7/2015	13450823	018	CH
Giggle Baby Stylized Design	10/30/2013	13450822	2/28/2015	13450822	020	CH
GIGGLE BETTER BASICS	5/29/2007	77977085	8/9/2009	3636705	024, 025, 028	US
GIGGLE BETTER BASICS	5/29/2007	77979818	3/29/2011	3939046	003, 010, 018, 022, 024, 025	US
GIGGLE HEALTHY, HAPPY, BABY (stylized)						CH (unfiled)
GIGGLE HEALTHY, HAPPY, BABY (stylized)	3/1/2005	78577359	8/1/2006	3122969	035	US
GIGGLE HEALTHY, HAPPY, BABY (stylized)	2/6/2014	1662887			035	CA
GIGGLE HEALTHY, HAPPY, BABY (Stylized Design)	10/30/2013	13450812A	9/14/2015	13450812A	028	CH
GIGGLE HEALTHY, HAPPY, BABY (Stylized Design)	10/30/2013	13450817	5/7/2015	13450817	012	CH
GIGGLE HEALTHY, HAPPY, BABY (Stylized Design)	10/30/2013	13450816	10/21/2015	13450816	018	CH

GIGGLE HEALTHY, HAPPY, BABY (Stylized Design)	10/30/2013	13450815	5/7/2015	13450815	020	CH
GIGGLE HEALTHY, HAPPY, BABY (Stylized Design)	10/30/2013	13450814	2/7/2015	13450814	024	CH
GIGGLE HEALTHY, HAPPY, BABY (Stylized Design)	10/30/2013	13450813			025	CH
GIGGLE HEALTHY, HAPPY, BABY (Stylized Design)	10/30/2013	13450812	9/14/2015	13450812	028	CH
GIGGLE HEALTHY, HAPPY, BABY (Stylized Design)	10/30/2013	13450811			035	CH
GIGGLE HEALTHY, HAPPY, BABY (Stylized Design)	10/30/2013	13450812			028	CH
Giggle Stripes Design	2/6/2014	1662886	8/3/2015	TMA910103	035	CA
Giggle Stripes Design	5/9/2013	12552355	10/7/2014	12552355	012	CH
Giggle Stripes Design	5/9/2013	12552354	11/28/2014	12552354	018	CH
Giggle Stripes Design	5/9/2013	12552353	10/7/2014	12552353	020	CH
Giggle Stripes Design	5/9/2013	12552352	10/7/2014	12552352	024	CH
Giggle Stripes Design	5/9/2013	12552351	10/7/2014	12552351	025	CH
Giggle Stripes Design	5/9/2013	12552350	10/7/2014	12552350	028	CH
Giggle Stripes Design	5/9/2013	12552349			035	CH
Giggle Stripes Design	5/9/2013	12552349A	9/14/2015	12552349A	035	CH
Giggle Stripes Design	11/3/2013	40-2013- 0075545	1/22/2015	40-1083110	012, 018, 025, 028	KO
Giggle Stripes Design	22/6/2013	45-2013- 0006508	4/9/2015	45-0055477	020, 024, 035	KO

GIGGLEDEALS	5/17/2011	85323010	4/10/2012	4126879	035	US
giggledots	11/30/2011	85484275	10/23/2012	4231365	020, 021, 024, 025, 035, 041	US
GIGGLEGLOW	5/17/2011	85323001	10/23/2012	4230820	038, 041, 044	US
g-list	5/12/2010	85036596	12/28/2010	3897244	035	US