

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562649

<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>
The Brodwick Group LLC		02/18/2020	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	thinkOperations, LLC		
<b>Street Address:</b>	3112 Windsor Rd Ste A342		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78703		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3343242	THINK BABY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	5125899154		
<b>Email:</b>	coburn@sheltoncoburn.com		
<b>Correspondent Name:</b>	Bradley Coburn		
<b>Address Line 1:</b>	4235 Hillsboro Pike, Suite 300		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37215		
<b>NAME OF SUBMITTER:</b>	Bradley Coburn		
<b>SIGNATURE:</b>	/Bradley Coburn/		
<b>DATE SIGNED:</b>	02/18/2020		
<b>Total Attachments: 2</b>			
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source=20200218_THINK BABY Assignment#page2.tif			

OP \$40.00 3343242

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**") is effective as of February 13, 2020 between The Brodwick Group, LLC, a Texas limited liability company ("**Assignor**"), and thinkOperations, LLC, a Texas limited liability company ("**Assignee**", and each of Assignor and Assignee, a "**Party**").

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to THINK BABY, U.S. Reg. No. 3,343,242 (the "**Assigned Mark**").

NOW, THEREFORE, for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the Assigned Mark, (ii) any trademark, service mark, trade name, domain name, or other source identifier that is a derivative of or confusingly similar to the Assigned Mark, (ii) any registration of the Assigned Mark, and (iii) any goodwill associated with the Assigned Mark.
2. Payment. Within seven (7) days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10 (USD).
3. Cooperation. The Parties shall (and shall cause their employees, affiliates, successors, and assigns to, as necessary) execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement, including but not necessarily limited to recordation of the assignment with the United States Patent and Trademark Office. Assignee shall be responsible for any fees and costs related to recordation.
4. DISCLAIMER: LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED MARK IS ASSIGNED AND ASSUMED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED MARK, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

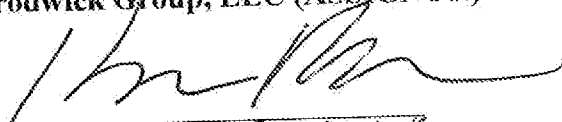
5. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

6. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Texas without regard to its conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

**The Brodwick Group, LLC (ASSIGNOR)**

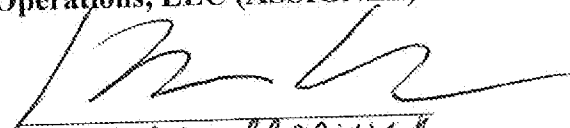
By:

  
Name: KEVIN BRODWICK

Title: CEO

**thinkOperations, LLC (ASSIGNEE)**

By:

  
Name: KEVIN BRODWICK

Title: CEO