

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622501

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LB Company, LLC		01/19/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	LILLEbaby, LLC
Street Address:	505 N. Highway 169
Internal Address:	Suite 175
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55441
Entity Type:	Limited Liability Company: MINNESOTA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	88197717	PURSUIT
Registration Number:	6166805	LÍLLÉ
Serial Number:	88258893	COZY SERIES
Serial Number:	88633995	LÍLLÉLIGHT
Serial Number:	88143655	LILLEBABY ESSENTIALS
Serial Number:	88143645	LILLEBABY COMPLETE
Registration Number:	6119804	DRAGONFLY
Registration Number:	6119747	ORGANI-TOUCH
Serial Number:	87452225	LÍLLÉBABY
Registration Number:	3943348	LÍLLÉBABY
Registration Number:	4186257	LÍLLÉBABY

CORRESPONDENCE DATA

Fax Number: 6126046989

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: 6126046689

Email: tsitzmann@winthrop.com

TRADEMARK

Correspondent Name: Timothy D. Sitzmann
Address Line 1: 225 South Sixth Street
Address Line 2: Capella Tower Suite 3500
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 22531.70

NAME OF SUBMITTER: Timothy D. Sitzmann

SIGNATURE: /TDS/

DATE SIGNED: 01/26/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) is made and entered into January 19, 2021 (the “Effective Date”) by and between, LB Company, LLC, a limited liability company organized under the laws of Delaware (“Assignor”) and LILLEbaby, LLC, a limited liability company organized under the laws of Minnesota (“Assignee”) (collectively the “Parties” and individually a “Party”).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated January 19, 2021 (the “Agreement”) wherein Assignor transferred all rights, title, interest, in and to the trademarks and associated goodwill, copyright protected works of authorship, inventions, patents, and other intellectual property referenced in the Agreement which include, but are not limited to, the marks identified in the attached Schedule A, design logos associated therewith, and variations of the foregoing (the “Marks”), the copyright associated with the works identified in the attached Schedule A (the “Works”), and the patents, pending patent applications, and the inventions described therein, and relating thereto, as identified in the attached Schedule A (the “Inventions”); and

WHEREAS, the Parties desire to document the transfer of rights from Assignor to Assignee in a form suitable and acceptable for recordation with the appropriate governmental agencies.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Marks and Works. Assignor hereby sells, assigns, and transfers to Assignee any and all of Assignor’s right, title, interest in and to the Marks, including all rights of priority, together with any and all goodwill of the business embodied in the Marks. Assignor hereby sells, assigns, and transfers to Assignee, any and all of Assignor’s right, title, interest in and to the Works. The foregoing assignments shall include all Marks and Works, whether registered or not, and whether identified in the Exhibits or not, and shall include (A) any and all applications or registrations; (B) all rights to causes of action and remedies related thereto including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of any rights related to the foregoing; and (C) any other rights and interests arising out of, in connection with, or in relation to the Marks or Works.

2. Assignment of Inventions. Assignor hereby transfers to Assignee the entire right, title, and interest in and to the Inventions, including (1) the right to sue for and collect damages for past, present, and future infringement of, the Inventions throughout the world; (2) all corresponding domestic and foreign applications including any provisional, non-provisional, divisional, continuation, continuation-in-part, reissue application, or any other application based on any of the Inventions; (3) all issued patents and additional Letters Patent or similar legal protection issuing on or associated with the Inventions; (4) all trade secrets and know-how pertaining to any of the Inventions; and (5) all rights and benefits under any applicable treaty or convention; and Assignor authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent therefor to issue any Letters Patent or similar legal protection to the Assignee. Assignor authorizes the Assignee, its successors and assigns or anyone it may properly

designate, to apply for Letters Patent or similar legal protection for any of the Inventions, in its own name if desired, in the U.S. and any and all foreign countries and to make a claim of priority to any applications as entitled under U.S. law or applicable international conventions, treaties, or otherwise.

3. Further Documentation. Assignor agrees it will make, execute and deliver any and all other instruments in writing including any and all further affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to it relating to the foregoing Marks, Works, and Inventions including, but not limited to, the Inventions and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the Marks, Works, Inventions, and associated rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be

4. Power of Attorney. The Assignor irrevocably appoints the Assignee to be its attorney in its name and on its behalf to execute all documents in Assignor's name, use the Assignor's name and do all things which the Assignee at its absolute discretion may consider necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement, including delegating such power to Assignee's attorneys, for the purpose of documenting and recording the transfer of the Marks, Works, and Inventions from Assignor to Assignee.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Intellectual Property Assignment as of the Effective Date:

ASSIGNOR
LB COMPANY, LLC

D. McCauley

.....
By: Drew McCauley
Its: Manager

ASSIGNEE
LILLEBABY, LLC

[Handwritten Signature]

.....
By: *Leo Schmitt*
Its: CEO

SCHEDULE A

Trademarks

Trademark	Serial or Registration Number	Country
PURSUIT	88197717	USA
LILLE	6166805	USA
COZY SERIES	88258893	USA
LILLÉLIGHT	88633995	USA
LILLEBABY ESSENTIALS	88143655	USA
LILLEBABY COMPLETE	88143645	USA
DRAGONFLY	6119804	USA
ORGANI-TOUCH	6119747	USA
LILLÉBABY	87452225	USA
LILLÉBABY	3943348	USA
LILLÉBABY	4186257	USA

Patents

Granted U.S. Patents

U.S. Patent No. 10,441,090

U.S. Patent No. 9,314,113

U.S. Patent No. 8,701,949

U.S. Patent No. 8,424,732

U.S. Patent No. 8,172,116

U.S. Design Patent No. 693,569

U.S. Design Patent No. 776,931

U.S. Design Patent No. 811,082

U.S. Design Patent No. 828,997

Pending U.S. Patent Applications

U.S. Patent Application No. 16/680,975 (Publication No. 2020/0146464) (Assignment *not* recorded)

U.S. Patent Application No. 16/784,944 (Publication No. 2020/0253392)

Pending International Patent Applications

PCT/US2019/060854

PCT/US2020/016993

Non-U.S. Patent Grants

Canada 166087

Canada 175447

European Registration No. 002159897-0001

European Registration No. 002910349-0001

Japan 1572036

S. Korea KR 30-0689173

S. Korea KR 30-0844452

S. Korea KR 30-0950819

S. Korea KR 10-1929748

S. Korea KR 10-1792026

S. Korea KR 10-1843118

Taiwan D179195

Taiwan 104306431

Non-U.S. Patent Applications

Australia 2015377212

Canada 2971848

China 201580073637.6

European Patent Convention 15878238.3

Indonesia P00201705324

Japan 2017-556509

Korea Utility 20-0447518

Malaysia PI2017702567

New Zealand 733728

Philippines 1-2017-501292

Singapore 11201705794R

Thailand 1701003946

Vietnam 1-2017-03034

Copyrights

All product packaging, marketing materials, advertising materials, photographs, websites, and other works of authorship related to the Lillebaby business and products, excluding copyrights associated only and exclusive to the Serenity product line.

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