

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM655237

<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>
Baby Merlin Company		06/03/2021	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cuddsy LLC		
<b>Street Address:</b>	667 Boylston Street, 3rd Floor, Suite 305		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6335722	BABY MERLIN'S MAGIC DREAM SACK	
<b>Registration Number:</b>	6335721	BABY MERLIN'S MAGIC DREAM SACK	
<b>Registration Number:</b>	5006620	BABY MERLIN'S MAGIC SLEEPSUIT	
<b>Registration Number:</b>	4271544	MAGIC SLEEPSUIT	
<b>Registration Number:</b>	3486179	THE MAGIC SLEEP SUIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6176468646		
<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>	617-646-8000		
<b>Email:</b>	cxltrademarks@wolfgreenfield.com		
<b>Correspondent Name:</b>	Christina M. Licursi		
<b>Address Line 1:</b>	600 Atlantic Avenue		
<b>Address Line 2:</b>	Wolf, Greenfield & Sacks, P.C.		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	W1100.20070US00		
<b>NAME OF SUBMITTER:</b>	Christina M. Licursi		
<b>SIGNATURE:</b>	/Christina M. Licursi/		
<b>DATE SIGNED:</b>	06/21/2021		

OP \$140.00 6335722

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "**Assignment**"),  
 dated as of June 3, 2021 (the "**Effective Date**"),  
 is made by Baby Merlin Company ("**Assignor**") located at  
 230 Ivystone Drive, Downingtown PA 19335  
 and Cuddsy LLC ("**Assignee**"), a Delaware limited liability company, located at  
 667 Boylston Street, 3rd Floor, Suite 305, Boston, Massachusetts 02116.

WHEREAS, Assignee is the purchaser of certain of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated as of May 21, 2021 between Assignor and Assignee (the "**Purchase Agreement**");

WHEREAS, Assignor owns all of the rights, title and interest in and to the Assigned Trademark Rights (as hereinafter defined) with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights;

WHEREAS, Assignor owns all of the rights, title and interest in and to the Assigned Patent Rights (as hereinafter defined);

WHEREAS, Assignor owns all of the rights, title and interest in and to the Assigned Copyright Rights (as hereinafter defined);

WHEREAS pursuant to the Purchase Agreement, Assignor has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office, Copyright Office and corresponding entities or agencies in all applicable jurisdictions (collectively, the "**Agencies**"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- I. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the following:
  - a. All of Assignor's trademarks and trademark registrations and applications including, without limitation, those set forth in Schedule 1 attached hereto, and all issuances, extensions, renewals, and connected goodwill of the business thereof (collectively, the "**Assigned Trademark Rights**");
  - b. All of Assignor's copyrights, copyright applications, and copyright registrations including, without limitation, copyright Registration No. [REDACTED] (the "**Assigned Copyright Rights**");
  - c. The patents and patent applications of Assignor set forth in Schedule 2, attached hereto, including all inventions and designs disclosed in the patents and patent applications and all corresponding provisional, non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in in any country on any of the inventions and designs; and all original and reissued patents which have been or shall be issued in any jurisdiction on the inventions and designs, including the right to apply for patent rights in each such country and all rights to priority; as well as the right to sue in Assignee's own name

and recover damages for past infringement of any United States Letters Patent and foreign patent, including a reasonable royalty relating to provisional rights under 35 U.S.C. § 154(d) that have attached to any published United States patent application, on the inventions and designs (collectively, the “**Assigned Patent Rights**”);

- d. All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - e. Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - f. Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation. Assignor hereby authorizes the United States Patent and Trademark Office, the United States Copyright Office, and the officials of other Agencies to record and register this Assignment upon request by Assignee.
  3. Letters Patent. Assignor hereby requests the Director of the United States Patent and Trademark Office and foreign patent authorities to issue Letters Patent or other intellectual property rights, including foreign patents, related to the Assigned Patent Rights to Assignee.
  4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor, and Assignee (as applicable) with respect to the Assigned Trademark Rights and Assigned Patent Rights. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.
  5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
  6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
  7. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of

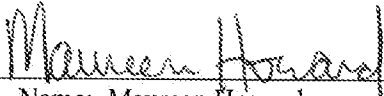
the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

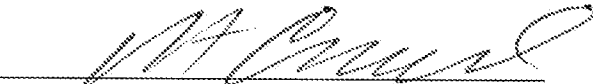
**ASSIGNOR:**

Baby Merlin Company



Name: Maureen Howard

Title: President

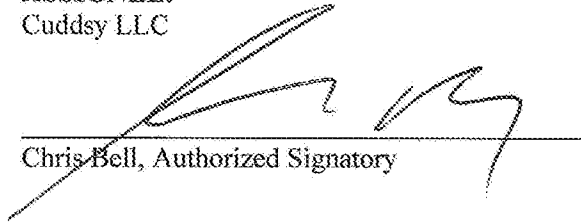


Name: Robert C. Howard

Title: Secretary and Treasurer

*[Signature Page to IP Assignment]*

**ASSIGNEE:**  
Cuddsy LLC





Chris Bell, Authorized Signatory

*[Signature Page to IP Assignment]*

**TRADEMARK**  
**REEL: 007332 FRAME: 0425**

Schedule 1

Mark	Country	Reg. No. (Application Serial No.)	Reg. Date (Application Filing Date)
BABY MERLIN'S MAGIC DREAM SACK	USA	6335722	April 27, 2021
BABY MERLIN'S MAGIC DREAM SACK and Design  	USA	6335721	April 27, 2021
BABY MERLIN'S MAGIC SLEEPSUIT and Design  	USA	5006620	July 26, 2016
MAGIC SLEEPSUIT	USA	4271544	January 8, 2013
THE MAGIC SLEEPSUIT	USA	3486179	August 12, 2008
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



Schedule 2

Invention	Country	Patent No.	Issue Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]