TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM799213

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ooh Mommy LLC		04/21/2021	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Pike Brands LLC		
Street Address:	113 Cherry St., PMB 89249		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark		
Registration Number:	5118544	LILGADGETS		
Registration Number:	4780991	LILGADGETS		
Registration Number:	4577489	LILGADGETS		
Registration Number:	5451903	SHAREPORT		
Registration Number:	4795251	SHAREPORT		
Registration Number:	5394264	SOFTTOUCH		
Registration Number:	5207733	CONNECT. SHARE. LOVE.		
Registration Number:	4810265	CONNECT+		
Registration Number:	4691411			
Registration Number:	5105946	BESTBUDS		
Registration Number:	4795250	FOR KIDS. LOVED BY PARENTS.		
Registration Number:	4772685	CARBUDDY		
Registration Number:	5202535	UNTANGLED PRO		

CORRESPONDENCE DATA

Fax Number: 4127419292

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: 412-741-8400

uspto@ferencelaw.com Email:

TRADEMARK

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900762133

Correspondent Name: Stanley D. Ference III
Address Line 1: 409 Broad Street

Address Line 4: Pittsburgh, PENNSYLVANIA 15143

ATTORNEY DOCKET NUMBER:	1005.001 (101.04)
NAME OF SUBMITTER:	Stanley D. Ference III
SIGNATURE:	/Stanley D. Ference III/
DATE SIGNED:	03/30/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of April 21, 2021 (the "Effective Date"), by and between Pike Brands LLC, a Delaware limited liability company (the "Assignee"), and Ooh Mommy LLC d/b/a "LilGadgets", a New York limited liability company (the "Assignor").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated April 21, 2021 (the "**Purchase Agreement**"), pursuant to which the Assignor has agreed to convey, transfer and assign to the Assignee, among other assets, the Intellectual Property of Assignor;

WHEREAS, Assignor owns all of the rights, title and interest in and to the Trademark Assets (as defined herein), and, pursuant to the Purchase Agreement, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies"); and

WHEREAS, capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

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

- 1. <u>Assignment</u>. 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 (collectively, the "Trademark Assets," and which, for the avoidance of doubt, shall exclude all Excluded Liabilities):
- (a) all trademarks, trademark registrations and trademark applications of Assignor, including without limitation, those set forth on **Schedule 1**, attached hereto, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use thereof and symbolized thereby;
- (b) 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;
- (c) 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
- (d) 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 of the foregoing, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademark Assets to Assignee, or any assignee or successor thereto.
- 3. <u>Terms of the Purchase Agreement</u>. 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 with respect to the Trademark Assets. 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.
- 4. Governing Law. This Assignment and any claim, controversy or dispute arising under or related to this Assignment or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of 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) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each party agrees that any claim, controversy or dispute arising under or related to this Assignment shall be subject to and resolved in accordance with the Purchase Agreement.
- 5. <u>Counterparts</u>; <u>Electronic Signatures</u>. This Assignment may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Assignment. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Assignment are intended to authenticate this writing and to have the same force and effect as manual signatures.

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:	ASSIGNEE:
OOH MOMMY LLC	PIKE BRANDS LLC
By: Most description of the second	Jason Leekeenan By: ************************************
Name: Jason Hembrey	Name: Jason LeeKeenan

Title: Authorized Signatory

Its: Manager

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SCHEDULE 1

TRADEMARK ASSETS

Trademark	Agency	Registration Number	Registration Date	Next Required Filing
lilgadgets	USPTO	5118544	01/10/2017	01/10/2023
LILGADGETS	USPTO	4780991	07/28/2015	07/28/2021
lilGadgets	USPTO	4577489	07/29/2014	07/29/2023
SHAREPORT	USPTO	5451903	04/24/2018	04/24/2023
SHAREPORT	USPTO	4795251	08/18/2015	08/08/2021
SOFTTOUCH	USPTO	5394264	02/06/2018	02/06/2023
CONNECT. SHARE, LOVE.	USPTO	5207733	05/23/2017	05/23/2022
CONNECT+	USPTO	48110265	09/08 2015	09/08/2021
	USPTO	4691411	02/24/2015	Before 08/24/2021
BestBuds	USPTO	5105946	12/20/2016	12/20/2021

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Trademark	Agency	Registration Number	Registration Date	Next Required Filing
FOR KIDS. LOVED BY PARENTS.	USPTO	4795250	8/18/2015	08/18/2021
CARBUDDY	USPTO	4772685	07/14/2015	07/14/2021
UNTANGLED PRO	USPTO	5202535	5/16/2017	05/16/2022