

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM817865

<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>
BabyBuddha Products LLC		09/29/2022	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mayborn (UK) Limited		
<b>Street Address:</b>	Mayborn House, Balliol Business Park		
<b>City:</b>	Newcastle Upon Tyne		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	NE12 8EW		
<b>Entity Type:</b>	Corporation: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5296050	BABYBUDDHA	
<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>	7132055837		
<b>Email:</b>	djaskoviak@mayborngroup.com		
<b>Correspondent Name:</b>	Dennis Jaskoviak		
<b>Address Line 1:</b>	1010 Washington Blvd., 11th Floor		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Dennis Jaskoviak		
<b>Address Line 1:</b>	1010 Washington Blvd.		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>NAME OF SUBMITTER:</b>	Dennis Jaskoviak		
<b>SIGNATURE:</b>	/Dennis Jaskoviak/		
<b>DATE SIGNED:</b>	06/16/2023		
<b>Total Attachments: 4</b>			

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“*Assignment*”), dated as of September 29, 2022, is made by and between (i) BabyBuddha Products LLC, a New Jersey limited liability company (“*Assignor*”), and (ii) Mayborn (UK) Limited, a company incorporated in England and Wales with company number 01894022 whose registered office is at Mayborn House, Balliol Business Park, Newcastle upon Tyne, United Kingdom NE12 8EW (“*Assignee*”).

WHEREAS, this Assignment is supplemental to the asset purchase agreement between the Assignor and BabyBuddha Products LLC (a New York limited liability company with DOS ID 5365734) concerning the sale of certain assets of the Assignor (“*Purchase Agreement*”). Capitalized terms used herein but not otherwise defined shall have the same meaning ascribed to them in the Purchase Agreement. Under the terms of the Purchase Agreement, Assignor 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 jurisdictions;

NOW, THEREFORE, the parties agree as follows:

**1. Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to all trademarks, service marks, trade dress, logos, trade names, and other indications of origin, including the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (collectively, the “*Trademarks*”), together with the goodwill of the business connected with the use of and symbolized by the Trademarks and all proceeds thereof and the exclusive right to apply for, own and maintain all applications, registrations or renewals for such Trademarks, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same; and 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.

**2. Recordation and Further Actions.** Following the date hereof, 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 Trademarks to Assignee, or any assignee or successor thereto; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed. Assignor authorizes the United States Patent and Trademark Office, and any official of any country foreign to the United States, whose duty it is to record intellectual property registrations, applications and title thereto, to record the title thereto as the property of Assignee, its legal representatives, successors and assigns and to issue all patents for improvements therein to Assignee, in accordance with the terms of this Assignment.

**3. Subject to Purchase Agreement.** Notwithstanding any other term herein, this Assignment is executed and delivered pursuant to the Purchase Agreement, is subject to every representation, warranty, covenant and agreement in the Purchase Agreement and does not supersede, expand, amend, waive, modify, or limit any right or obligation of any party under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

**4. Counterparts.** This Assignment may be executed in one or more counterparts (and one or more execution pages may be detached from one copy of this Assignment and attached to another copy in

order to form one or more counterparts), each of which will be deemed to be an original, and it will not be necessary in making proof of this Assignment or its terms to account for more than one of such counterparts. This Assignment may also be executed via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original.

**5. 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.

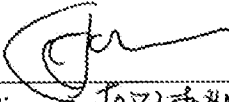
**6. Governing Law.** This Assignment shall be subject to the provisions regarding choice of law, venue, integration, amendment, waiver and waiver of jury trial set forth in the Purchase Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the date first above written.

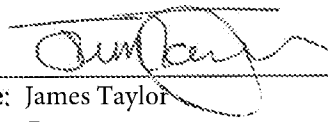
**ASSIGNOR:**

**BabyBuddha Products LLC**

By   
Name: Todd Johnson  
Title: MANAGER

**ASSIGNEE:**

**Mayborn (UK) Limited**

By   
Name: James Taylor  
Title: Director

**Schedule 1**

**TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
BabyBuddha	European Union	International Registration 1617376	August 12, 2021
BabyBuddha	WIPO	International Registration 1617376	August 12, 2021
BabyBuddha	United Kingdom	International Registration WO0000001617376	August 12, 2021
BabyBuddha	Philippines	International Registration 1617376	August 12, 2021
BabyBuddha	United States	5,296,050	September 26, 2017