

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simply Mommy, LLC		06/16/2023	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Heroes Technology (US) LLC		
Street Address:	4699 Nautilus Ct S		
Internal Address:	Suite 201		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5310468	SNUGGLE ME	
Registration Number:	6254087	SNUGGLE ME ORGANIC	
CORRESPONDENCE DATA			
Fax Number:	5123225201		
<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>			
Phone:	512-482-5242		
Email:	sespenshade@pirkeybarber.com		
Correspondent Name:	Steven M. Espenshade		
Address Line 1:	1801 East 6th Street		
Address Line 2:	Suite 300		
Address Line 4:	Austin, TEXAS 78702		
NAME OF SUBMITTER:	Steven M. Espenshade		
SIGNATURE:	/sm espenshade/		
DATE SIGNED:	08/01/2023		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment Agreement") is made and entered into effective as of June 16, 2023, by and between Simply Mommy, LLC, a Minnesota limited liability company ("Assignor"), and Heroes Technology (US) LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of an even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in all Intellectual Property Rights owned or purported to be owned by Assignor and all rights of Assignor under any license to which any Assignor is a party that relates to any licensed Intellectual Property Rights used by Assignor in the Business, including, without limitation, the items set forth on Annex A (collectively, the "Assigned IP").

WHEREAS, all capitalized terms used herein but not defined herein will have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee, and Assignee hereby accepts all of Assignor's right, title and interest in and to the Assigned IP, together with the goodwill of the business connected with the use of, and symbolized by the Assigned IP, effective as of the Effective Time, including the following:

- a) all (i) trademarks, and trademark applications and registrations, and all extensions and renewals thereof, set forth on Annex A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Annex A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing, and (ii) trademarks underlying the trademark registrations and applications set forth on Annex A;
- b) all domain name(s), websites, and any associated content set forth on Annex A;
- c) any and 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;
- d) 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
- e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, 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. Further Actions. Following the date hereof, 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 instruments or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee. These actions may include, but are not limited to, promptly (i) unlocking the domain name(s) and providing the authorization code for the domain name(s) to Assignee; (ii) executing, filing, and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain name(s) to Assignee.

3. Successors and Assigns. This IP Assignment Agreement will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

4. Counterparts. This IP Assignment Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

5. Severability. If any term or provision of this IP Assignment Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this IP Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Controlling Terms. Assignor and Assignee hereby agree and acknowledge that this IP Assignment Agreement is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement. In the event of any irreconcilable inconsistency between this IP Assignment Agreement and the Purchase Agreement, the Purchase Agreement shall control. Nothing in this IP Assignment Agreement is intended to modify, expand or limit the terms and conditions of the Purchase Agreement.

7. Governing Law; Forum; Waiver of Jury Trial. This IP Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment Agreement and the transactions contemplated hereby shall be governed by, construed and initiated in accordance with Section 7.5 of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this IP Assignment Agreement as of the date first written above.

ASSIGNEE:

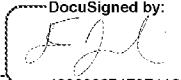
HEROES TECHNOLOGY (US) LLC

By: _____
Name:
Title:

ASSIGNOR:

SIMPLY MOMMY, LLC

**BY: PEAK 21 HOLDINGS, INC.
ITS: MANAGER**

By:  _____
Name: Eduardo Komagnoli
Title: Vice President

[Signature Page to IP Assignment Agreement]

Annex A

Intellectual Property

id	title	inventor/author	priority date	filing/creation date	publication date	grant date
US-8024829-B2	Weight activated restraining pillow	Mia Carr, Loretta E. Carr	5/2/2008	5/2/2009	27/9/2011	27/9/2011
US-D622087-S	Weight activated restraining pillow	Mia Carr, Loretta E. Carr	5/2/2009	5/2/2009	24/8/2010	24/8/2010

Website	www.snugglemeorganic.com	Simply Mommy LLC	24-Dec-23	Managed through wix.com
Snuggle_me_organic Instagram Account	https://www.instagram.com/snuggle_me_organic/	Simply Mommy LLC		
Snuggle Me Organic Facebook Account	https://www.facebook.com/SnuggleMeOrganic/	Simply Mommy LLC		
- Snuggle Me Community Facebook Group	https://www.facebook.com/groups/snuggleme	Simply Mommy LLC		
SnuggleMeOrganic TikTok Account	https://www.tiktok.com/@snugglemeorganic	Simply Mommy LLC		

Registration office	Mark text	Classes	Product descriptions (English, unofficial)	Status	App. no.	Reg. no.	App. date	Reg. date	Owner
Australia IPAU	SNUGGLE ME	20	[20]: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes.	Valid	2057027	2057027	6/11/2019	6/11/2019	Simply Mommy LLC US
Australia IPAU	SNUGGLE ME ORGANIC	20	[20]: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes made in whole or substantial part of organic materials.	Valid	2058335	2058335	6/11/2019	6/11/2019	Simply Mommy LLC US

Registration office	Mark text	Classes	Product descriptions (English, unofficial)	Status	App. no.	Reg. no.	App. date	Reg. date	Owner
Canada CIPO	SNUGGLE ME	20	[20]: Goods: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes.	Valid	2000888	TMA1103812	6/11/2019	14/7/2021	Simply Mommy LLC 24078 Greenway Rd., Suite 3 Forest Lake MN 55025, MN, US
Canada CIPO	SNUGGLE ME ORGANIC	20	[24]: white cloth strip, Textile banners or plastic, Shrouds, Marabouts [cloth], The baby with the package is, Baby sleeping bags, Quilt cover, Children with carpet, Cotton fabrics, Adhesive fabric for application by heat, handy and machinery embroidery picture, Woven felt, Household textiles, Door curtains, Textile made toilet cover,	Valid	2002283	TMA1103815	6/11/2019	14/7/2021	Simply Mommy LLC 24260 Greenway Road, Suite E Forest Lake MN 55025, MN, US
China CNIPA	SNUGGLE ME	24	[20]: Playpens for babies, Infant anti roll pad, The baby's head shape pillow, Baby head support pad, Baby play mat, Pillows, Bolsters, Neck pillow, Cushions, Anticollision strip for crib fence (non bed fabric),	Valid	50636150	50636150	22/10/2020	28/3/2022	简单妈咪有限责任公司 美国明尼苏达州55127 ， 白熊湖市， 森特维尔 路4444号130房间, MN, US
China CNIPA	SNUGGLE ME	20		Valid	46474147	46474147	20/5/2020	7/12/2021	简单妈咪有限责任公司 美国明尼苏达州55127 ， 白熊湖市， 森特维尔 路4444号130房间, MN, US

Registration office	Mark text	Classes	Product descriptions (English, unofficial)	Status	App. no.	Reg. no.	App. date	Reg. date	Owner
China CNIPA	SNUGGLE ME	24	[20]: Playpens for babies, Infant anti roll pad, The baby's head shape pillow, Baby head support pad, Baby play mat, Pillows, Bolsters, Neck pillow, Cushions, Anticollision strip for crib fence (non bed fabric), [24]: The baby with the package is, Baby sleeping bags, Quilt cover, Children with carpet, Cotton fabrics, Adhesive fabric for application by heat, handy and machinery embroidery picture, Woven felt, Household textiles, Door curtains, Textile made toilet cover, Marabouts [cloth], white cloth strip, Textile banners or plastic, Shrouds,	Valid	43203728	43203728	20/12/2019	21/10/2021	简单妈咪有限责任公司 美国明尼苏达州55127 白熊湖市, 森特维尔 路4444号130房间, MN, US
China CNIPA	SNUGGLE ME ORGANIC	20	[24]: The baby with the package is, Baby sleeping bags, Quilt cover, Children with carpet, Cotton fabrics, Adhesive fabric for application by heat, handy and machinery embroidery picture, Woven felt, Household textiles, Door curtains, Textile made toilet cover, Marabouts [cloth], white cloth strip, Textile banners or plastic, Shrouds,	Pending	46478984	46478984	20/5/2020		简单妈咪有限责任公司 美国明尼苏达州55127 白熊湖市, 森特维尔 路4444号130房间, MN, US
China CNIPA	SNUGGLE ME ORGANIC	24	[24]: The baby with the package is, Baby sleeping bags, Quilt cover, Children with carpet, Cotton fabrics, Adhesive fabric for application by heat, handy and machinery embroidery picture, Woven felt, Household textiles, Door curtains, Textile made toilet cover, Marabouts [cloth], white cloth strip, Textile banners or plastic, Shrouds,	Pending	43203729	43203729	20/12/2019		简单妈咪有限责任公司 美国明尼苏达州55127 白熊湖市, 森特维尔 路4444号130房间, MN, US

Registration office	Mark text	Classes	Product descriptions (English, unofficial)	Status	App. no.	Reg. no.	App. date	Reg. date	Owner
China CNIPA	SNUGGLEME	20	[20]: Playpens for babies , The baby's head shape pillow , Baby head support pad , Baby play mat , Pillows , Bolsters , Neck pillow , Cushions , Anticollision strip for crib fence (non bed fabric) , Infant anti roll pad ,	Valid	50651094	50651094	22/10/2020	7/2/2022	简单妈咪有限责任公司 美国明尼苏达州55127 ， 白熊湖市， 森特维尔 路4444号130房间， MN， US
Japan JPO	S N U G G L E M E	20	[20]:	Valid	2019- 368552		6/11/2019	14/5/2021	Simply Mommy LLC
Japan JPO	S N U G G L E M E O R G A N I C	20	[20]:	Valid	2019- 368690		6/11/2019	14/5/2021	Simply Mommy LLC
United States USPTO	SNUGGLE ME	20	[20]: pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes	Valid	87379470	5310468	21/3/2017	17/10/2017	Simply Mommy LLC 24078 Greenway Rd., Suite 3, 55025, Forest Lake, MN, US
United States USPTO	SNUGGLE ME ORGANIC	20	[20]: pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes made in whole or substantial part of organic materials	Valid	88417324	6254087	6/5/2019	26/1/2021	Simply Mommy LLC 55025, Forest Lake, MN, US
WIPO (Madrid) [AU, CA, EU, JP]	SNUGGLE ME	20	[20]: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes.	Valid	1503286		6/11/2019	17/6/2020	Simply Mommy LLC 24078 Greenway Rd., Suite 3, 55025, Forest Lake MN, MN, US

Registration office	Mark text	Classes	Product descriptions (English, unofficial)	Status	App. no.	Reg. no.	App. date	Reg. date	Owner
EUIPO	SNUGGLE ME ORGANIC	20	[20]: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes.	Valid	1503729				Simply Mommy LLC 24078 Greenway Rd., Suite 3, 55025, Forest Lake MN, MN, US
EUIPO	SNUGGLE ME	20	[20]: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes.	Valid	1503286		6/11/2019	17/6/2020	Simply Mommy LLC 24078 Greenway Rd., Suite 3, 55025, Forest Lake MN, MN, US
WIPO (Madrid) [AU, CA, EU, JP]	SNUGGLE ME ORGANIC	20	[20]: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes made in whole or substantial part of organic materials.	Valid	1503729		6/11/2019	11/6/2020	Simply Mommy LLC 24260 Greenway Road, Suite E, 55025, Forest Lake MN, MN, US
India	SNUGGLE ME	20, 24		Pending	5429095		44680		Simply Mommy, LLC
India	SNUGGLE ME ORGANIC	20, 24		Pending	5429096		44680		Simply Mommy, LLC
China CNIPA	SNUGGLE ME ORGANIC	20		Invalid	IP-TMAP- 2003852- CN	G1503729			Simply Mommy LLC
China CNIPA	SNUGGLE ME	20		Invalid	IP-TMAP- 2003851- CN	G1503286			Simply Mommy LLC

TRADEMARK

REEL: 008152 FRAME: 0305

RECORDED: 08/01/2023