

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buy Buy Baby, Inc.		08/15/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BBBY Acquisition Co. LLC		
Street Address:	c/o Dream on Me Industries, Inc.		
Internal Address:	1532 S. Washington Avenue		
City:	Piscataway		
State/Country:	NEW JERSEY		
Postal Code:	08854		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	90706114	TINY CITIZEN	
Serial Number:	97388838	TINY CITIZEN	
Serial Number:	97246452	PARENTLY	
Serial Number:	97388857	IT'S A JOY TO INTRODUCE THE WORLD TO YOU	
Serial Number:	90696537	EVER & EVER	
Serial Number:	90700073	WONDEROO	
Serial Number:	90706283	WONDEROO	
Serial Number:	97396616	WONDEROO	
Serial Number:	90726638	GIRAFFIC	
Serial Number:	90738595	MIGHTY GOODS	
Serial Number:	97021722	LET IMAGINATION LEAD THE WAY	
Serial Number:	97457553		
Serial Number:	97457667	WONDEROO	
Serial Number:	97457532	TINY CITIZEN	
CORRESPONDENCE DATA			
Fax Number:	9086547866		
<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>			

OP \$365.00 90706114

Phone: (908) 654-5000
Email: trademark@lernerdavid.com
Correspondent Name: GREGG A. PARADISE
Address Line 1: LERNER DAVID LLP
Address Line 2: 20 Commerce Drive
Address Line 4: Cranford, NEW JERSEY 07016

NAME OF SUBMITTER:	DONNA VECCHIONE
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SIGNATURE:	/DONNA VECCHIONE/
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DATE SIGNED:	08/28/2023
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Total Attachments: 5

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SUPPLEMENTAL INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS SUPPLEMENTAL INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of August 15, 2023 (the "Effective Date"), is made by and among Dream 545 Weston Canal Road, LLC, a New Jersey limited liability company ("Buyer"), BBY Acquisition Co. LLC, a Delaware limited liability company ("Assignee"), Buy Buy Baby, Inc. ("Assignor"). Capitalized terms used herein and not otherwise defined herein have the meaning set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of June 30, 2023, by and among Buyer, Mark Srouer-Serure, Dream on Me Industries, Inc., a New York corporation, BBY and certain of its Subsidiaries, the Assignors have agreed to sell and assign to Buyer, and Buyer has agreed to purchase, acquire and accept, all of the Assignors' right, title and interest in, to or under certain Acquired Assets, including all Business IP; and

WHEREAS, this Agreement is being executed and delivered in accordance with the terms of the Purchase Agreement to perfect and provide notice of the assignments and transfers of certain Business IP in accordance with Section 8.4 of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby irrevocably, absolutely, and unconditionally assigns, transfers and conveys to Assignee, all of its right, title and interest in and to:

(i) the Trademarks identified on Schedule J, all registrations, extensions, and renewals thereof, together with any and all goodwill associated therewith;

(ii) all rights of any kind whatsoever of each Assignor accruing under any of the foregoing Trademarks provided under the applicable Laws of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(iii) all rights to collect royalties and other proceeds and payments in connection with any any of the foregoing Trademarks; and

(iv) all rights to sue and recover for any past, present or future infringement, dilution, misappropriation or other violation of any of the foregoing Trademarks.

2. IP Recordation & Transfer. Each Assignor hereby authorizes and requests that Assignee file and record with the United States Patent & Trademark Office and any and all other applicable registrars in other jurisdictions throughout the world, and that any other steps necessary steps be taken to effect, evidence and perfect the assignments, transfers and conveyances described under this Agreement.


3. Successors and Assigns. The provision of this Agreement shall bind and inure to the benefit of Assignors and Assignee and their respective successors and permitted assigns.

4. Purchase Agreement. This Agreement is made subject to the terms of the Purchase Agreement, and nothing in this Agreement shall alter any liability or obligation of the Parties arising under the Purchase Agreement. Article I (*Definitions*) of the Purchase Agreement, including the terms of interpretation and construction thereunder, and Sections 12.4 through 12.9 and 12.11 through 12.16 of the Purchase Agreement are incorporated herein *mutatis mutandis*.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

Buy Buy Baby, Inc.

By: 

Name: David Kastin

Title: Secretary

[Signature Page to Supplemental Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 008179 FRAME: 0830

Dream 545 Weston Canal Road, LLC

By: _____

Name:

Title:

[Handwritten signature]
MARK SENESE
MBR

BBBY Acquisition Co. LLC

By: _____

Name:

Title:

[Handwritten signature]
MARK SENESE
MBR

[Signature Page to Supplemental Intellectual Property Assignment Agreement]

**SCHEDULE I
TRADEMARKS & TRADEMARK APPLICATIONS**

#	Mark	Jurisdiction	Official No.	App. Date	Reg. Date	Owner
1.	TINY CITIZEN	United States of America	90/706,114	12-MAY-2021		Buy Buy Baby, Inc.
2.	TINY CITIZEN	United States of America	97/388,838	29-APR-2022		Buy Buy Baby, Inc.
3.	PARENTLY	United States of America	97/246,452	31-JAN-2022		Buy Buy Baby, Inc.
4.	IT'S A JOY TO INTRODUCE THE WORLD TO YOUR CHILD	United States of America	97/388,857	29-APR-2022		Buy Buy Baby, Inc.
5.	EVER & EVER	United States of America	90/696,537	7-MAY-2021		Buy Buy Baby, Inc.
6.	WONDEROO	United States of America	90/700,073	10-MAY-2021		Buy Buy Baby, Inc.
7.	WONDEROO	United States of America	90/706,283	12-MAY-2021		Buy Buy Baby, Inc.
8.	WONDEROO	United States of America	97/396,616	5-MAY-2022		Buy Buy Baby, Inc.
9.	GIRAFFIC	United States of America	90/726,638	21-MAY-2021		Buy Buy Baby, Inc.
10.	MIGHTY GOODS	United States of America	90/738,595	27-MAY-2021		Buy Buy Baby, Inc.
11.	LET IMAGINATION LEAD THE WAY	United States of America	97/021,722	10-SEP-2021		Buy Buy Baby, Inc.
12.	iii (Design) 	United States of America	97/457,553	14-JUN-2022		Buy Buy Baby, Inc.
13.	WONDEROO (Design) 	United States of America	97/457/667	14-JUN-2022		Buy Buy Baby, Inc.
14.	TINY CITIZEN (Design) 	United States of America	97/457,532	14-JUN-2022		Buy Buy Baby, Inc.