

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bbox Liquidation Company, LLC		12/23/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Unconditional Love, Inc.		
Street Address:	17383 Sunset Blvd		
Internal Address:	Suite B200		
City:	Pacific Palisades		
State/Country:	CALIFORNIA		
Postal Code:	90272		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4798949	THE BABY BOX CO.	
Registration Number:	5671135	THE BABY BOX CO.	
Registration Number:	5671136	THE BABY BOX CO.	
Serial Number:	87576991	BABY BOX UNIVERSITY	
Registration Number:	5852023	BABY BOX UNIVERSITY	
Serial Number:	88337816	SAFE + SMART	
Serial Number:	88337850	THE BABY BOX CO. SAFE + SMART	
Serial Number:	88337877	THE BABY BOX CO. SAFE + SMART	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	133169.00001		

CH \$215.00 4798949

NAME OF SUBMITTER:	Matthew S. Makover
SIGNATURE:	/Matthew S. Makover/
DATE SIGNED:	12/07/2023
Total Attachments: 5 source=Hello Bello Trademark Assignment - Fully Executed (002)#page1.tif source=Hello Bello Trademark Assignment - Fully Executed (002)#page2.tif source=Hello Bello Trademark Assignment - Fully Executed (002)#page3.tif source=Hello Bello Trademark Assignment - Fully Executed (002)#page4.tif source=Hello Bello Trademark Assignment - Fully Executed (002)#page5.tif	

EXHIBIT 5.2 (iii)

TO ASSET PURCHASE AGREEMENT

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of December 23, 2019, by and between Bbox Liquidation Company, LLC, a Delaware limited liability company ("Seller"), as Assignee for the Benefit of Creditors of The Baby Box Company, Inc., a Delaware corporation, and Unconditional Love, Inc., a Delaware corporation ("Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of Dec 23, 2019, (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to acquire from Seller, all of Seller's rights, title and interest in and to the trademarks and/or service marks identified in Schedule A attached hereto (the "Marks"); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller's right, title and interest in and to the Marks to Buyer;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby assigns, transfers and conveys to Buyer all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Seller's business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

2. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

3. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SELLER:

By: James Gansman

Name: James Gansman

Title: Manager

BUYER:

By: _____

Name: _____

Title: _____

EX: 5.2 (iii)

SELLER:

By: _____

Name: James Gansman

Title: Manager


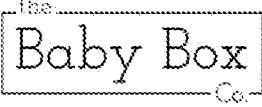
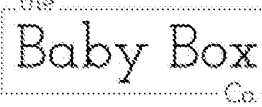
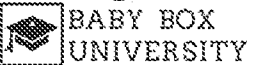
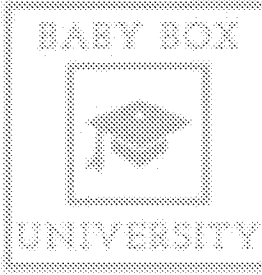
BUYER:


By:  _____

Name: Jennifer Pullen

Title: CFO & COO

Schedule A
To Trademark Assignment
Marks

Mark	Goods	Ser. No.	Reg. No.	Deadline	Notes
<p>The Baby Box Co and Design</p> 	Bassinets	86491958	4798949	08/25/2021	Section 8&15 Decl. of Use
<p>The Baby Box Co. and Design</p> 	Providing on-line publications in the nature of e-books and on-line non-downloadable articles in the fields of parenting and baby care; Providing education courses in the fields of parenting and baby care offered through online, non-downloadable videos	87580044	5671135	02/05/25	Section 8&15 Decl. of Use
<p>The Baby Box Co. and Design</p> 	Providing on-line publications in the nature of e-books and on-line non-downloadable articles in the fields of parenting and baby care; Providing education courses in the fields of parenting and baby care offered through online, non-downloadable videos	87580051	5671136	02/05/25	Section 8&15 Decl. of Use
<p>Baby Box University and Design</p> 	Providing on-line publications in the nature of e-books and on-line non-downloadable articles in the fields of parenting and baby care; Providing education courses in the fields of parenting and baby care offered through online, non-downloadable videos	87576991			No deadline; waiting to receive registration number
<p>Baby Box University and Design</p> 	Education services, namely, providing classes, seminars, workshops in the fields of parenting, pregnancy, child care and development and health and wellness of families featuring videos, articles, blogs, e-books, podcasts, streaming content and activities about parenting and childbirth	87319099	5852023	09/03/2025	Section 8&15 Decl. of Use

SAFE + SMART	Baby shampoo; baby wash; non-medicated diaper cream; non-medicated diaper rash ointments and lotions; baby lotion; shampoo; body wash; body lotion; baby wipes impregnated with cleaning preparations; disposable baby diapers; baby swim diapers	88337816		11/30/2019	Office action response due
The Baby Box Co. Safe + Smart	Baby shampoo; baby wash; non-medicated diaper cream; non-medicated diaper rash ointments and lotions; baby lotion; shampoo; body wash; body lotion; baby wipes impregnated with cleaning preparations; disposable baby diapers; baby swim diapers	88337850		11/30/2019	Office action response due
The Baby Box Co. Safe + Smart 	Baby shampoo; baby wash; non-medicated diaper cream; non-medicated diaper rash ointments and lotions; baby lotion; shampoo; body wash; body lotion; baby wipes impregnated with cleaning preparations; disposable baby diapers; baby swim diapers	88337877		11/30/2019	Office action response due