

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM863490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNCONDITIONAL LOVE INC.		12/19/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BUCKY ACQUISITION HOLDCO, LLC		
Street Address:	c/o Hildred Capital Management, LLC		
Internal Address:	745 Fifth Avenue, Suite 800		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	88946243	EVERYWHERE BALM	
Serial Number:	88982234	EVERYWHERE BALM	
Serial Number:	90492282	EVERYWHERE OINTMENT	
Serial Number:	88227186	GOODBYE BAD STUFF	
Serial Number:	88921938	HELLO BELLO	
Serial Number:	88648105	HELLO BELLO	
Serial Number:	88648119	HELLO BELLO	
Serial Number:	88984176	HELLO BELLO	
Serial Number:	88921738	HELLO BELLO	
Serial Number:	88921944	HELLO BELLO	
Serial Number:	88921741	HELLO BELLO	
Serial Number:	88922052	HELLO BELLO	
Serial Number:	88921792	HELLO BELLO	
Serial Number:	88922054	HELLO BELLO	
Serial Number:	88675675	HELLO BELLO	
Serial Number:	88980538	HELLO BELLO	
Serial Number:	88858195	HELLO CHILL	
Serial Number:	88858197	HELLO GOODNIGHT	

CH \$565.00 88946243

Property Type	Number	Word Mark
Serial Number:	87580044	THE BABY BOX CO.
Serial Number:	87580051	THE BABY BOX CO.
Serial Number:	87576991	BABY BOX UNIVERSITY
Serial Number:	87319099	BABY BOX UNIVERSITY

CORRESPONDENCE DATA

Fax Number: 9735972400

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: 9735972500

Email: lstrademark@lowenstein.com

Correspondent Name: Jenna-Marie Tracy, Esq.

Address Line 1: Lowenstein Sandler LLP

Address Line 2: One Lowenstein Drive

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	29693.60
NAME OF SUBMITTER:	Jenna-Marie Tracy, Esq.
SIGNATURE:	/Jenna-Marie Tracy, Esq./
DATE SIGNED:	12/24/2023

Total Attachments: 14

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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this “Assignment of Intellectual Property”) is made and entered into as of December 19, 2023 by and between UNCONDITIONAL LOVE INC., a Delaware corporation located at 17383 Sunset Boulevard, Suite B200, Pacific Palisades, CA 90272 (“Assignor”), in favor of BUCKY ACQUISITION HOLDCO, LLC, a Delaware limited liability company located at c/o Hildred Capital Management, LLC, 745 Fifth Avenue, Suite 800, New York, New York 10151 (“Assignee”). Each of Assignor and Assignee shall be referred to as a “Party” and, collectively, the “Parties”.

WHEREAS, pursuant to that certain Amended and Restated Asset Purchase Agreement, effective as of November 20, 2023 (the “Asset Purchase Agreement”) by and among Assignor and The Best Training Pants in the World Inc., a Delaware corporation (“BTPW” and together with Assignor, the “Sellers” and each a “Seller”), and Assignee as buyer (the “Buyer”), Sellers agreed to sell to Buyer all of the Purchased Assets, as defined in the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to execute and deliver this Assignment of Intellectual Property, for recording with the United States Patent and Trademark Office, the Canadian Intellectual Property 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 the following:

(a) the trademark registrations and any trademark applications set forth on Schedule A hereto (the “Assigned Trademarks”); provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Sellers’ businesses, or that portion of the businesses to which such trademarks pertain, and those businesses are ongoing and existing;

(b) all rights to sue or otherwise recover for past, present and future infringement, misappropriation, dilution or other violations of any of the foregoing;

(c) all rights to collect any royalties, fees or other payments due or payable with respect to the foregoing;

(d) all rights to obtain renewals, continuations, divisions and extensions of legal protection pertaining to any of the foregoing;

(e) all rights of priority arising from any of the foregoing;

(f) all goodwill connected with the foregoing or symbolized by the foregoing; and

(g) all other right, title and interest in and to the foregoing.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Registrar of Trademarks in the Canadian Intellectual Property Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment of Intellectual Property upon request by Assignee.

3. Further Assurances. From time to time after the date of this Agreement, each Party shall, and shall cause its Affiliates to, promptly execute, acknowledge and deliver any other assurances or documents or instruments of transfer reasonably requested by the other Party and necessary for the other Party to satisfy its obligations hereunder or to obtain the benefits of the transactions contemplated hereby. The Assignor hereby irrevocably appoints Assignee, and any officer or agent of Assignee, with full power of substitution, as its true and lawful attorney-in-fact with full, irrevocable power and authority in the place and stead of such Assignor and in the name of such Assignor or in its own name for the purpose of carrying out the terms of this Section 3. This power of attorney is irrevocable and coupled with an interest.

4. Counterparts. This Assignment of Intellectual Property may be executed in two or more counterparts (including by email or other electronic means), all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

5. Governing Law; Consent to Jurisdiction.

(a) This Assignment of Intellectual Property, and all claims or causes of action (whether at Law, in contract, in tort or otherwise) that may be based upon, arise out of or relate to this Assignment of Intellectual Property or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the 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.

(b) All Proceedings arising out of or relating to this Assignment of Intellectual Property, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court, and the Parties irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Proceeding, provided, however, that if the Bankruptcy Court declines to exercise jurisdiction over any dispute between the Parties, then solely with respect to such dispute, the Parties irrevocably submit to the jurisdiction of the state and federal courts located in Delaware and irrevocably waive the defense of an inconvenient forum with respect to such dispute. The Parties consent to service of process by mail (in accordance with Section 8.7 of the Asset Purchase Agreement) or any other manner permitted by law.

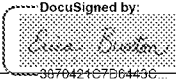
6. Miscellaneous. This Assignment of Intellectual Property, together with the Asset Purchase Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any capitalized term not defined in this Assignment of Intellectual Property will have the meaning set forth in the Asset Purchase Agreement. This Assignment of Intellectual Property is entered into pursuant to the terms of the Asset Purchase Agreement. In the event of any conflict between this Assignment of Intellectual Property and the Asset Purchase Agreement, the Asset Purchase Agreement shall control. The Parties agree that any and all representations and warranties relating to the Assigned Trademarks are set forth in the Asset Purchase Agreement, and no additional representations or warranties, express or implied, are given in this Assignment of Intellectual Property.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment of Intellectual Property as of the date first written above.

ASSIGNOR:

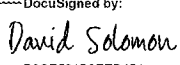
Unconditional Love Inc.

By: 
Name: Erica Buxton
Title: Chief Executive Officer

Address for Notices: 17383 Sunset Boulevard
Suite B200
Pacific Palisades, CA 90272

BUCKY ACQUISITION HOLDCO, LLC

AGREED TO AND ACCEPTED:



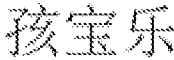
DocuSigned by:
By: 
Name: David Solomon
Title: Authorized Signatory

Address for Notices:
c/o Hildred Capital Management, LLC
745 Fifth Avenue, Suite #800
New York, NY 10151

[Signature Page to Assignment of Intellectual Property Agreement]

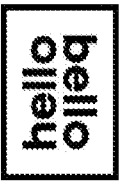

SCHEDULE A


Trademarks


Mark	Country	Current Appl. No	Current Appl. Date	Current Reg No	Owner
GOODBYE BAD STUFF	Australia - (AU)	2006415	5/1/2019	2006415	Unconditional Love Inc.
HELLO BELLO	Australia - (AU)	1535722	4/30/2020	1535722	Unconditional Love Inc.
HELLO BELLO	Australia - (AU)	1570029	11/17/2020	2147605 - 1570029	Unconditional Love Inc.
HELLO BELLO Logo 	Australia - (AU)	1967768	11/9/2018	1967768	Unconditional Love Inc.
GOODBYE BAD STUFF	Canada - (CA)	1960417	5/1/2019		Unconditional Love Inc.
HELLO BELLO 	Canada - (CA)	2033561	4/30/2020	1535722 - TMA1115138	Unconditional Love Inc.
HELLO BELLO	Canada - (CA)	2075928	11/17/2020		Unconditional Love Inc.
HELLO BELLO	Canada - (CA)	2175688	03/29/2022		Unconditional Love Inc.
HELLO BELLO	Chile - (CL)	1486742	12/14/2021		Unconditional Love Inc.
HAIBAO (HELLO BELLO in Chinese characters)	China P.R. - (CN)	12535200	5/6/2013	12535200	Unconditional Love Inc.
HAIBAOLE (Chinese Characters) 	China P.R. - (CN)	49384422	9/1/2020	49384422	Unconditional Love Inc.


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HAIBAOLE (Chinese Characters) 孩宝乐	China P.R - (CN)	49194080	8/24/2020	49194080	Unconditional Love Inc.
HeBaoLe (in Chinese Characters) 和宝乐	China P.R - (CN)	49549528	9/7/2020	49549528	Unconditional Love Inc.
HeBaoLe in Chinese Characters 和宝乐	China P.R - (CN)	49557531	9/7/2020	49557531	Unconditional Love Inc.
HELLO BELLE	China P.R - (CN)	21214679	9/5/2016	21214679	Unconditional Love Inc.
HELLO BELLO	China P.R - (CN)	45235003	4/8/2020	45235003	Unconditional Love Inc.
HELLO BELLO	China P.R - (CN)	1570029	11/17/2020		Unconditional Love Inc.
HELLO BELLO	China P.R - (CN)	1570039	11/17/2020		Unconditional Love Inc.
HELLO BELLO	China P.R - (CN)	53065651	1/18/2021	53065651	Unconditional Love Inc.
HELLO BELLO	China P.R - (CN)	54116908	3/8/2021	54116908	Unconditional Love Inc.
HELLO BELLO	China P.R - (CN)	62120351	1/13/2022		Unconditional Love Inc.
HELLO BELLO (English)	China P.R - (CN)	54391612	3/17/2021		Unconditional Love Inc.
HELLO BELLO (In Chinese) 孩宝乐	China P.R - (CN)	54130873	3/8/2021		Unconditional Love Inc.

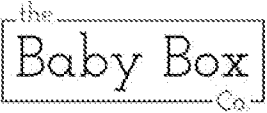
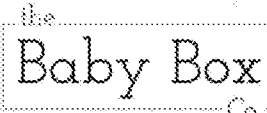
Mark	Country	Current Appl. No	Current Appl. Date	Current Reg No	Owner
HELLO BELLO (in Chinese characters) 	China P.R. - (CN)	54380842	3/17/2021	54380842	Unconditional Love Inc.
HELLO BELLO Logo 	China P.R. - (CN)	35129771	12/6/2018		Unconditional Love Inc.
HELLO BELLO Logo 	China P.R. - (CN)	35129771A	12/6/2018	35129771A	Unconditional Love Inc.
HELLO BELLO Logo 	China P.R. - (CN)	43463078	12/31/2019	43463078	Unconditional Love Inc.
HELLO BELLO Logo 	China P.R. - (CN)	43418107	12/30/2019	43418107	Unconditional Love Inc.
HELLOBELLO & Design (blue background) 	China P.R. - (CN)	48950069	8/14/2020		Unconditional Love Inc.
HELLO BELLO	Germany - (DE)	N/A	11/17/2020		Unconditional Love Inc.
HELLO BELLO Logo 	Hong Kong - (HK)	305012405AB	8/1/2019	305012405AB	Unconditional Love Inc.
HELLO BELLO SERIES MARK A. HELLO BELLO B. Hello Bello C. hello bello	Hong Kong - (HK)	305012405AA	8/1/2019	305012405AA	Unconditional Love Inc.
HELLO BELLO	India - (IN)	1535722 - 4535800	4/30/2020	1535722	Unconditional Love Inc.
HELLO BELLO	India - (IN)	4243354	7/23/2019	2386871	Unconditional Love Inc.


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HELLO BELLO	International - (IB)	A0096304	4/30/2020	1535722	Unconditional Love Inc.
HELLO BELLO	International - (IB)	A0102262	11/17/2020	1570029	Unconditional Love Inc.
HELLO BELLO	Japan - (JP)	2020-85725	7/10/2020		Unconditional Love Inc.
GOODBYE BAD STUFF	Mexico - (MX)	2220115	6/12/2019		Unconditional Love Inc.
GOODBYE BAD STUFF	Mexico - (MX)	0119852220114	6/12/2019		Unconditional Love Inc.
HELLO BELLO	Mexico - (MX)	1535722 - 2379435	4/30/2020	1535722 - 2303938	Unconditional Love Inc.
GROSSEY NOSE WIPES	Mexico - (MX)	0119852273811	10/8/2019	2093081	Unconditional Love Inc.
GROSSEY NOSE WIPES	Mexico - (MX)	0119852273813	10/8/2019	2093082	Unconditional Love Inc.
HELLO BELLO Logo 	Mexico - (MX)	2136222	11/28/2018	1972931	Unconditional Love Inc.
HELLO BELLO Logo 	Mexico - (MX)	2136225	11/28/2018	1997288	Unconditional Love Inc.
HELLO BELLO	New Zealand - (NZ)	1153077	7/8/2020	1153077	Unconditional Love Inc.
HELLO BELLO	Russian Federation - (RU)	2020735914	7/9/2020	788822	Unconditional Love Inc.
HELLO BELLO	Africa - (ZA)	2019/20334	7/22/2019		Unconditional Love Inc.
HELLO BELLO	Africa - (ZA)	2019/20335	7/22/2019		Unconditional Love Inc.

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HELLO BELLO	Africa - (ZA)	2020/08800	5/4/2020		Unconditional Love Inc.
GROSSY NOSEY WIPES	Korea - (KR)	1502642	10/8/2019		Unconditional Love Inc.
HELLO BELLO	Korea - (KR)	1535722	4/30/2020	1535722	Unconditional Love Inc.
HELLO BELLO Logo 	Korea - (KR)	40-2018-0165583	11/27/2018	40-1540069	Unconditional Love Inc.
HELLO BELLO	Taiwan (Province of China) - (TW)	108058473	9/4/2019	02046702	Unconditional Love Inc.
GOODBYE BAD STUFF	The European Union Trademark - (EM)	018063917	5/13/2019	018063917	Unconditional Love Inc.
HELLO BELLO	The European Union Trademark - (EM)	1535722	4/30/2020		Unconditional Love Inc.

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HELLO BELLO	The European Union Trademark - (EM)	1570029	11/17/2020		Unconditional Love Inc.
HELLO BELLO Logo 	The European Union Trademark - (EM)	017983756	11/12/2018	17983756	Unconditional Love Inc.
GROSSY NOSEY WIPES	United Arab Emirates - (AE)	318704	10/13/2019	318704	Unconditional Love Inc.
GROSSY NOSEY WIPES	United Arab Emirates - (AE)	318706	10/13/2019	318706	Unconditional Love Inc.
HELLO BELLO	United Arab Emirates - (AE)	315610	8/19/2019	315610	Unconditional Love Inc.
HELLO BELLO	United Arab Emirates - (AE)	315611	8/19/2019	315611	Unconditional Love Inc.
HELLO BELLO	United Arab Emirates - (AE)	329333	4/30/2020	329333	Unconditional Love Inc.
GOODBYE BAD STUFF	United Kingdom - (GB)	018063917	5/13/2019	UK009018063917	Unconditional Love Inc.
HELLO BELLO	United Kingdom - (GB)	UK00003509977	7/9/2020	UK00003509977	Unconditional Love Inc.

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	United Kingdom - (GB)	017983756	11/12/2018	UK00917983756	Unconditional Love Inc.
EVERYWHERE BALM	United States - (US)	88946243	6/3/2020	Dead	Unconditional Love Inc.
EVERYWHERE BALM	United States - (US)	88982234	6/3/2020	6480114	Unconditional Love Inc.
EVERYWHERE OINTMENT	United States - (US)	90492282	1/27/2021	Dead	Unconditional Love Inc.
GOODBYE BAD STUFF	United States - (US)	88227186	12/12/2018	6154030	Unconditional Love Inc.
HELLO BELLO	United States - (US)	88921938	5/18/2020	6513944	Unconditional Love Inc.
HELLO BELLO	United States - (US)	88648105	10/9/2019	6557747	Unconditional Love Inc.
HELLO BELLO	United States - (US)	88648119	10/9/2019	6557748	Unconditional Love Inc.
HELLO BELLO	United States (US)	88984176	5/8/2020	6775521	Unconditional Love Inc.
HELLO BELLO	United States - (US)	88921738	5/18/2020	6376112	Unconditional Love Inc.
HELLO BELLO	United States - (US)	88921944	5/18/2020		Unconditional Love Inc.

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HELLO BELLO	United States - (US)	88921741	5/18/2020	6505137	Unconditional Love Inc.
HELLO BELLO	United States - (US)	88922052	5/18/2020	Dead	Unconditional Love Inc.
HELLO BELLO	United States - (US)	88921792	5/18/2020	Dead	Unconditional Love Inc.
HELLO BELLO	United States - (US)	88922054	5/18/2020	6809484	Unconditional Love Inc.
HELLO BELLO	United States - (US)	88675675	10/31/2019	6557754	Unconditional Love Inc.
HELLO BELLO	United States - (US)	88980538	5/18/2020	6302850	Unconditional Love Inc.
HELLO CHILL	United States - (US)	88858195	4/2/2020	6213056	Unconditional Love Inc.
HELLO GOODNIGHT	United States - (US)	88858197	4/2/2020	6213057	Unconditional Love Inc.
The Baby Box Co. and Design 	US	87580044	August 23, 2017	5671135	Unconditional Love Inc.
The Baby Box Co. and Design 	US	87580051	August 23, 2017	5671136	Unconditional Love Inc.

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Baby Box University and Design 	US	87576991	August 21, 2017	5863593	Unconditional Love Inc.
Baby Box University and Design 	US	87319099	January 31, 2017	5852023	Unconditional Love Inc.