

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI39346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kiinde LLC		04/27/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Company Name:	Babyation Inc.		
Street Address:	11777 Lackland Road		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63146		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97555794	II	
Serial Number:	97555781	KIINDE	
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:	5045668607		
Email:	bjanke@bakerdonelson.com,trademarks@bakerdonelson.com		
Correspondent Name:	Benjamin W. Janke		
Address Line 1:	201 St. Charles Ave., Suite 3600		
Address Line 4:	New Orleans, LOUISIANA 70170		
ATTORNEY DOCKET NUMBER:	2967452.1		
NAME OF SUBMITTER:	DANA PRICE		
SIGNATURE:	DANA PRICE		
DATE SIGNED:	02/20/2024		
Total Attachments: 18			
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(Form of Trademark Assignment Agreement)

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), is entered into as of April 27, 2023, by and among KEYBANK NATIONAL ASSOCIATION, as administrative agent for the Lenders ("Assignor"), and BABYATION, INC., a Delaware corporation ("Assignee"), pursuant to the Article 9 Purchase Agreement (the "Purchase Agreement") by and between Assignor, acting as administrative agent for the Lenders (as defined in the Purchase Agreement) and Assignee, dated as of the date hereof. Each of the parties to this Assignment is herein referred to individually as a "Party," and, collectively, as the "Parties."

This Assignment by Assignor to Assignee is under Sections 9-610 and 9-617 of the UCC. EXCEPT AS PROVIDED IN THE PURCHASE AGREEMENT, THE ASSIGNMENT IS MADE "AS IS" AND "WHERE IS" AND AGENT MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ON DISPOSITION.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute this Assignment and assign to Assignee the right, title and interest of Kiinde LLC, a Florida limited liability company (the "Company") in and to all right, title, and interest, and all goodwill associated therewith, in and to all trademarks, service marks, trade names, logos, slogans, designs, trade dress, and other indicia of origin included in the Purchased Assets, including, but not limited to the marks identified in Schedule I, and all applications, registrations, and common law rights therein (collectively, the "Trademarks"), and Assignee has agreed to acquire all right, title and interest in and to the Trademarks as set forth in the Purchase Agreement; and

WHEREAS, Assignor and Assignee confirm their agreement whereby Assignor assigns to Assignee all right, title and interest in and to the Trademarks, including any and all goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not defined in this Assignment have the meaning ascribed to them in the Purchase Agreement.

2. Assignment. Pursuant to the terms set forth in the Purchase Agreement, Assignor hereby conveys, transfers, assigns, and delivers to Assignee, and Assignee hereby acquires and accepts, all of the Company's right, title, and interest in, to and under the Trademarks, together with the goodwill of the business connected with the use thereof and symbolized thereby; all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; any and all royalties, fees, income, payments, and other proceeds now or

ATTACHMENT 1

ACKNOWLEDGMENT AND CONSENT

This Acknowledgment and Consent (the “Acknowledgment”) is given by each of the undersigned (collectively, the “Credit Parties” and each a “Credit Party”) in lieu of the prior surrender of the Purchased Assets¹ and in connection with the sale thereof by Agent pursuant to the Agreement. Each of the Credit Parties hereby acknowledges, represents, and agrees to and with Agent and Buyer, in conjunction with and to effectuate the UCC Sale set forth in the Agreement, that:

1. Each of the undersigned Credit Parties is indebted to the Lender Parties as set out in the Loan Documents and that defaults exist under the Loan Documents.

2. To the knowledge of each Credit Party, every aspect of Agent’s sale of the Purchased Assets as set forth in the Agreement (including, without limitation, price, preparation of the collateral, method, manner, time, and place) is “commercially reasonable” (as such term is defined and/or used in the UCC).

3. To the fullest extent allowed under applicable law, each of the Credit Parties waives all notices that Agent might be required to give but for this waiver, including any notices otherwise required under Section 6 of Article 9 of the UCC concerning the applicable Purchased Assets, but excluding the waiver of any required notices to third parties.

4. Each of the Credit Parties waives (a) the right to notification of disposition of the collateral for Credit Parties’ obligations to the Lender Parties under Section 9-611 of the UCC, but excluding the waiver of any required notices to third parties, and (b) all rights to redeem any collateral for Credit Parties’ obligations to the Lender Parties under Section 9-623 of the UCC.

5. It is the express intention, understanding and agreement of the Credit Parties that upon closing, the Purchased Assets shall be transferred to Buyer, free of any equitable or statutory rights of redemption that the Credit Parties may have under applicable law.

6. Each Credit Party is duly organized, validly existing and in good standing under the laws of the state of such Credit Party’s organization. Each Credit Party has the power and authority (a) to execute and deliver this Acknowledgment and (b) to carry out all of the actions required of it pursuant to the terms of this Acknowledgment.

7. No Credit Party has sold, assigned, transferred, subordinated or participated to a third-party (other than to Agent as to all of the foregoing), any of its interests in the Purchased Assets.

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the foregoing Article 9 Purchase Agreement (the “Agreement”) to which this Acknowledgment is attached.

hereafter due or payable with respect to any and all of the foregoing; and 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, dilution, 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.

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

4. Further Assurances. From time to time after the Effective Date, upon the reasonable request of Assignee, Assignor will execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance, and assumption, and take such further action as Assignee may reasonably request, in order to fully effectuate the purposes, terms, and conditions of this Assignment.

5. Transfer Statement. This Assignment shall constitute a "Transfer Statement" in accordance with Section 9-619 of the UCC. Assignor, as secured party, hereby certifies that Company, as debtor, has defaulted in connection with the Company's obligations to Assignor, which are secured by, among other things, the Trademarks. Assignor, as secured party, further certifies that it has exercised its post-default remedies with respect to the Trademarks, and that, by reason of that exercise, Assignee has acquired the rights of the Company in and to the Trademarks. The respective names and mailing addresses of the secured party, debtor and transferee hereunder are as follows:

Secured party:	KeyBank National Association 36 South State Street, Floor 25 Salt Lake City, UT 84111 Attn: Quinn Kelly
Transferee:	Babyation Inc. 11777 Lackland Road St. Louis, MO 63146 Attn: Samantha Rudolph
Company:	Kiinde LLC 2060 HWY A1A, Suite 303 Indian Harbour Beach, FL 32937

6. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and

8. Indebtedness in an amount not less than \$4,526,785.72 is valid, binding, enforceable and currently due and owing to the Lender Parties under the Loan Documents.

9. The Credit Parties have no claims, setoffs or defenses to the Indebtedness or Agent's exercise of any rights or remedies available to it as a secured creditor in realizing on its collateral (the Purchased Assets) under the terms and conditions of the Agreement. The Credit Parties have not assigned any claim, setoff or defense to any person or entity. Agent is entitled to take possession, custody and/or control of the Purchased Assets as a repossessing secured creditor and to dispose of such collateral pursuant to the Agreement or other collection or enforcement remedies permitted under applicable law.

10. The Credit Parties agree that Agent has a valid, perfected, and enforceable first-priority security interest in all of the Purchased Assets. Without limitation to the preceding sentence, to eliminate any ambiguity or discrepancy (if any is perceived to exist), the description of the Agent Collateral in the Loan Documents is amended to include specifically all of the Purchased Assets and, for clarity, Company hereby grants to Agent a security interest in all of the Purchased Assets.

11. EACH CREDIT PARTY, IN EVERY CAPACITY, OR ANY ONE OR MORE OF THEM, HEREBY WAIVES, DISCHARGES AND FOREVER RELEASES BUYER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, STOCKHOLDERS, MEMBERS, AFFILIATES, SUCCESSORS AND ASSIGNS, AND THE PURCHASED ASSETS FROM AND OF ANY AND ALL CLAIMS, CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS OR OFFSETS OR ALLEGATIONS ANY CREDIT PARTY MAY HAVE OR MAY HAVE MADE OR WHICH ARE BASED ON FACTS OR CIRCUMSTANCES ARISING AT ANY TIME UP THROUGH AND INCLUDING THE DATE OF THIS AGREEMENT, WHETHER KNOWN OR UNKNOWN, AGAINST BUYER OR ITS EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, STOCKHOLDERS, MEMBERS, AFFILIATES, SUCCESSORS AND ASSIGNS AND THE PURCHASED ASSETS.

12. None of the Credit Parties has retained, utilized or been represented by any broker or finder in connection with the UCC Sale contemplated by the above Agreement.

13. Credit Parties shall take all actions necessary to maintain the Company Bank Account for not less than 180 days after the Closing Date and shall notify Buyer not less than thirty (30) days prior to the closing of the Company Bank Account.

14. Credit Parties shall cooperate to a commercially reasonable extent with Agent and Buyer, and each of their respective representatives, professionals, consultants or contractors, with regard to the UCC Sale transactions contemplated by the Agreement, whether on or after the Closing Date, including (a) promptly following request by Buyer, to provide reasonable access to all information, documents, books, records, and other materials as requested by Buyer, including by providing account information, usernames, passwords, multi-factor authentication tokens, dashboards, reporting, financials, and contracts to Buyer and by providing Buyer access to ERP systems, (b) on the Closing Date and promptly following any request by Buyer thereafter, to provide Buyer a report detailing all unpaid accounts receivable related to the

effect to the full extent provided therein. 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.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8. Counterparts. This Assignment may be executed in multiple counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf)), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

9. 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.

10. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature pages follow]

Business (the “A/R Report”), (c) on the Closing Date and promptly following any request by Buyer thereafter, to take all actions necessary to facilitate the release or delivery to and/or the removal or obtaining possession by Buyer of any Purchased Assets and/or Additional Assets (regardless of whether held in the Premises or in transit from third party vendors, including overseas vendors), including the submission of transfer orders (or similar requests or instructions) instructing the owners/operators of the Premises to deliver all Purchased Assets located at the Premises to Buyer, (d) on the Closing Date and promptly following any request by Buyer thereafter, to deliver and/or execute all documents (including purchase orders, bills of lading, airway bills, and other documents of title) necessary to transfer title to or possession of any Purchased Assets to Buyer, (e) on the Closing Date and promptly following request by Buyer thereafter, to deliver and/or execute all documents necessary to transfer title to any intellectual property that constitutes Purchased Assets (including URL, copyright, and patent assignments) to Buyer, and (f) after the Closing Date, to take all “Post-Closing Actions” listed on Exhibit F to the Agreement (all of the foregoing actions, executions, and deliveries being the “Credit Parties Transfer Actions”). Each Credit Party agrees that, in the event that any Credit Party shall fail to deliver title and/or possession of any of the Purchased Assets to Buyer upon the Closing or to timely complete any of the Credit Parties Transfer Actions, the Agent or Buyer shall be entitled to obtain an injunction or other court order against any or all of the Credit Parties ordering such delivery or actions, and Credit Parties consent to and waive all defenses to and hereby agree not to oppose the entry of such injunction or court order. Each Credit Party agrees that it will promptly deliver to Buyer, in the form received, all Buyer Cash. Prior to delivery to Buyer of any Buyer Cash, such Credit Party that received such Buyer Cash will hold all such Buyer Cash in trust for Buyer.

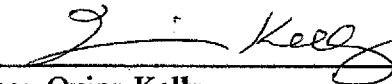
15. By selling and purchasing the Purchased Assets pursuant to the UCC Sale referenced herein, neither Agent nor Buyer is assuming, nor shall either be in any way liable or responsible for, any liabilities, obligations, debts, or expenses of any Credit Party whatsoever, and all such liabilities, obligations, debts, and expenses shall not be assumed or deemed to be assumed by either Agent or Buyer. Neither Agent nor Buyer shall be, or shall be deemed to be, a “successor” of or to any Credit Party for any purpose.

16. Each Credit Party shall not procure any goods related to the Kiinde breast milk collection, storage, accessories, and feeding system from any entity other than Buyer. Each Credit Party shall no longer transact any business with any current primary supplier, or any parent or affiliate of a current primary supplier, of the Purchased Assets, including Allied Hill Enterprise Ltd. or Guangzhou YBJ Co. Limited, unless authorized in writing by the Buyer. For a period of five years following the execution of this agreement, each Credit Party shall not, and shall cause its respective agents, employees, directors, managers, officers or representatives to not, directly or indirectly, (i) engage in any business that is competitive to Buyer or the business conducted with respect to the Purchased Assets, including the manufacture of breast pumps, breast milk collection or storage, infant or child feeding, or related products or accessories, (ii) solicit, hire or engage any employee, officer, director, manager, or consultant of Buyer to cease or limit the services provided by such person to Buyer, (iii) solicit or otherwise communicate with any customer or vendor of Buyer in a manner that is reasonably likely to cause such customer or vendor to cease or limit the goods or services provided by or to Buyer, as the case may be, or (iv) make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning Buyer or the Purchased

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

**KEYBANK NATIONAL ASSOCIATION,
as administrative agent for the Lenders**

By:  _____

Name: Quinn Kelly
Title: Senior Vice President

SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 008349 FRAME: 0653

Assets, the businesses with respect thereto, or any employees, officers, directors, managers, agents, representatives, existing and prospective customers, suppliers, investors, and other associated third parties.

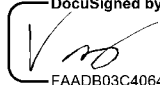
17. Each Credit Party acknowledges and agrees that except to the extent of the cash Purchase Price received by Agent from Buyer, which shall be actually and finally applied by Agent to the obligations of each Credit Party under the Loan Documents as it determines in its sole and absolute discretion, the obligations of each Credit Party under the Loan Documents shall remain outstanding, and Agent will not release any, but shall instead specifically reserve, all rights, claims, security interests, liens and encumbrances (including all rights to recover any deficiency regarding the obligations of each Credit Party under the Loan Documents), all rights against Credit Parties under the Loan Documents and otherwise, and all rights in or with respect to the Excluded Assets that are not sold to Buyer in accordance with the above Agreement. Each Credit Party further agrees and acknowledges that the parties thereto do not intend the UCC Sale to be (nor shall the UCC Sale be deemed to be) a “strict foreclosure,” “acceptance of collateral in full satisfaction of any secured obligation,” or “acceptance of collateral in partial satisfaction of the obligation it secures” as described in Section 9-620 of the UCC.

18. For the avoidance of doubt, the Credit Parties shall be entitled to retain copies of tax records and organizational documents of the Credit Parties, and shall have access to any originals (including the right to remove originals, subject to Buyer’s reasonable consent and conditions for return or protection of such originals) or copies of such records and documents for further copying, as reasonably necessary and upon reasonable notice during regular business hours.

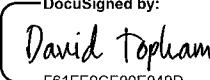
[Signatures on following page.]

CREDIT PARTIES:

Kiinde LLC

DocuSigned by:

By: FAADB03C40644B4
Name: Vijay Brihmadesam
Its: Chief Executive Officer

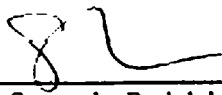
Kiinde Holdings, LLC

DocuSigned by:

By: F81FE9CE00E049D
Name: David Topham
Its: Authorized Signatory

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the date first above written.

ASSIGNEE:

BABYATION INC.

By: 
Name: Samantha Rudolph
Its: Chief Executive Officer

SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT AGREEMENT

Exhibit E

(Form of Bill of Sale)

BILL OF SALE

Under the Article 9 Purchase Agreement dated April 27, 2023 (the “Agreement”) between Babyation Inc., a Delaware corporation (“Buyer”), and KeyBank National Association, as administrative agent (“Agent”) for the Lenders, in consideration of the payment of the Purchase Price, as defined in the Agreement, Agent hereby sells, transfers and assigns to Buyer all of its right, title and interest in the Purchased Assets. “Purchased Assets” means all of the right, title and interest of Kiinde LLC, a Florida limited liability company (“Company”), in and to certain personal property described on the attached Exhibit 1. Capitalized terms not otherwise defined herein shall have the same definitions ascribed to those terms in the Agreement.

This sale by Agent to Buyer is under Sections 9-610 and 9-617 of the UCC. **EXCEPT AS PROVIDED IN THE AGREEMENT, AGENT MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ON DISPOSITION.**

Buyer is buying the Purchased Assets “AS IS” and “WHERE IS” and without representation or warranty of any kind except as expressly stated in the Agreement.

This Bill of Sale shall constitute a “Transfer Statement” in accordance with Section 9-619 of the UCC. Agent, as secured party, hereby certifies that Company, as debtor, has defaulted in connection with Company’s obligations to Agent, which are secured by, among other things, the Purchased Assets. Agent, as secured party, further certifies that it has exercised its post-default remedies with respect to the Purchased Assets, and that, by reason of that exercise, Buyer has acquired the rights of Company in and to the Purchased Assets. The respective names and mailing addresses of the secured party, debtor and transferee hereunder are as follows:

Secured party: KeyBank National Association
36 South State Street, Floor 25
Salt Lake City, UT 84111
Attn: Quinn Kelly


Transferee: Babyation Inc.
11777 Lackland Road
St. Louis, MO 63146
Attn: Samantha Rudolph

Company: Kiinde LLC
2060 HWY A1A, Suite 303
Indian Harbour Beach, FL 32937

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

ACTIVE LATCH			4766930	
KIINDE			4596692	
KOZII			4596698	
SAFEHEAT			4596694	
			4596695	

Trademark Applications

ii design			97555794	
KIINDE			97555781	

This Bill of Sale shall be interpreted, construed, and governed by and in accordance with the law of the State of New York without regard to its conflict-of-law principles.

Agent reserves all of its rights and remedies, of any and every type or nature whatsoever, against Company and all other Credit Parties under the Loan Documents, including any rights to recover all deficiencies, and all rights to recover against any remaining collateral or other property, under any underlying obligations remaining due and payable by Company or any other Credit Parties to Agent. The UCC Sale is not intended to be, and shall not be deemed to be, a “strict foreclosure” or acceptance of collateral in full or partial satisfaction of any secured obligation, as set forth in Section 9-620 of the UCC.

BUYER IS NOT ASSUMING AND SHALL NOT BE LIABLE FOR ANY DEBT, OBLIGATION, RESPONSIBILITY OR LIABILITY OF ANY CREDIT PARTY, OR ANY OTHER PERSON OR ENTITY, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR ABSOLUTE OR OTHERWISE AND WHETHER RELATING TO THE PURCHASED ASSETS, ANY EXCLUDED ASSETS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY DEBT, OBLIGATION, RESPONSIBILITY, OR LIABILITY WITH RESPECT TO ANY EQUIPMENT LEASES, ANY REAL PROPERTY LEASES, OR ANY CONTRACTS. BUYER IS NOT, AND SHALL NOT BE DEEMED TO BE, A “SUCCESSOR” OF OR TO ANY CREDIT PARTY OR ANY OTHER ENTITY FOR ANY PURPOSE WHATSOEVER.

**KeyBank National Association, as
Administrative Agent**

Date: April 24, 2023

By: *Quinn Kelly*
Name: Quinn Kelly
Its: Senior Vice President
See attached Certificate

STATE OF _____
COUNTY OF _____

)
) ss.
)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Quinn Kelly the Senior Vice President of KeyBank National Association.

[Notarial Seal]

Notary Public

Printed Name

My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

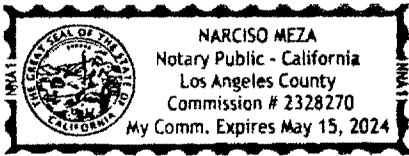
On April 25, 2023 before me, Narciso Meza, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Quinn Kelly
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Narciso Meza
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Article 7 Purchase Agreement Document Date: April 25, 2023
Number of Pages: 1 Signer(s) Other Than Named Above: _____


Capacity(ies) Claimed by Signer(s)

Signer's Name: Quinn Kelly
 Corporate Officer — Title(s): Senior Vice President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: Agent
Signer Is Representing: Key Bank National Association

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACCEPTED BY BUYER:

Babyation Inc.

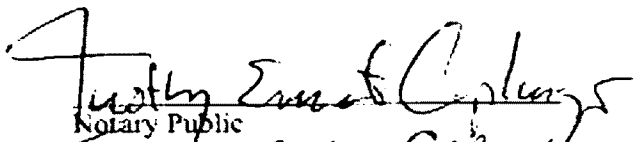
By: 
Name: Samantha Rudolph
Its: Chief Executive Officer

STATE OF Missouri)
COUNTY OF ST Louis) ss.

The foregoing instrument was acknowledged before me this 24 day of April, 2023, by Samantha Rudolph the CEO of Babyation Inc., a C corporation.



Timothy Ernest Caplinger
My Commission Expires
October 11, 2025
Notarial Seal
St. Louis County
Commission # 21227381


Notary Public
TIMOTHY ERNEST CAPLINGER
Printed Name

My Commission Expires: 10-11-23

SIGNATURE PAGE TO
BILL OF SALE

Exhibit 1 to Bill of Sale

(Purchased Assets)

All capitalized terms not otherwise defined herein shall have the meanings ascribed to those terms in that certain Article 9 Purchase Agreement, between KeyBank National Association, as administrative agent for the Lenders, and Babyation Inc.

“Purchased Assets” means all of Company’s right, title and interest in and to all personal property used in or related to the Business, including Accounts, Investment Property, instruments, Purchased Contracts (defined below), letter-of-credit rights, Pledged Securities, Pledged Notes, Commercial Tort Claims, General Intangibles, Inventory, Equipment, funds on deposit in the Cash Collateral Account, Cash Security, together with all Proceeds and products thereof.

“Purchased Contracts” means all of Company’s right, title and interest in and to the following agreements: None.

Without limiting the foregoing, the Purchased Assets include all of Company’s right, title and interest in and to all of the following that is used in or related to the Business:

- all goods, regardless of whether held in the Premises or in transit from third party vendors, including overseas vendors;
- all documents related to goods, including purchase orders, bills of lading, airway bills, and other documents of title issued for goods;
- all rights of Company to complete the purchase of goods from third party vendors, including overseas vendors;
- all funds, deposits (including security deposits), refunds, balances, prepayments, and credits held by or owing from third parties;
- all contact information related to Business to Business (B2B) customers of Company (including, but not limited to, Amazon, Walmart, Target, Costco, Buy Buy Baby, any Durable Medical Equipment supplier, and any other person or entity that purchases Company pouches or accessories for resale), Business to Consumer (B2C) customers of Company (including, but not limited to, any person or entity that purchases - whether via Company website or otherwise - Company products for personal use), and suppliers and vendors of Company;
- all online properties and accounts (usernames, passwords, and any multi-factor authentication tokens) including, but not limited to:
 - Kiinde.com website and other domain names, web sites, and e-commerce-related sites,
 - domain name hosting, email marketing, and other IT support accounts,
 - all social media accounts (including but not limited to Facebook, Instagram, TikTok, YouTube, etc.), and
 - Amazon and other retail and fulfillment suppliers, vendors, and partners;

- all production and technology systems, tooling, molds, and equipment utilized in or related to the Business;
- all raw materials and supplies utilized in or related to the Business;
- all accounts receivable related to the Business;
- all marketing material, including photographs, logos, and electronic and other media, and customer and lead lists;
- all engineering documentation, CAD files, renderings, samples, and prototypes for all current and in-development products, including, but not limited to, pouches, feeding, storage, breast pump, pacifiers, toothbrushes, bedding/pillows, apparel/bibs/bras, and creams/balms; and
- all industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto, (b) all common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) all renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) all rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Company connected with and symbolized by any of the foregoing; and (g) all goodwill associated with any of the foregoing.