

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFANTINO, LLC		10/31/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Blue Box Opco LLC		
Street Address:	4920 Carroll Canyon Rd., Suite 200		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2503172	COZY RIDER	
Registration Number:	2900656	SHOP & PLAY	
Registration Number:	3454650	BREATHMESH	
Registration Number:	3437251	INFANTINO	
Registration Number:	3620640	IF BABIES COULD SHOP THEY'D BUY INFANTIN	
Registration Number:	3677542	TRIPLE COMFORT RIDER	
Registration Number:	3901875	BALANCE	
Registration Number:	3905611	ECOSASH	
Registration Number:	3901877	FLIP	
Registration Number:	3901876	BREATHE	
Registration Number:	4016531	SASH	
Registration Number:	3941729	SWIFT	
Registration Number:	4003479	INFINITY	
Registration Number:	3999136	SWITCH	
Registration Number:	3939031	LULLABUDDY	
Registration Number:	3999135	CLOUD	
Registration Number:	3994816	PARK PLACE	
Registration Number:	4068108	WONDER COVER	
Registration Number:	3994975	TOP & PLAY	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4010245	RENEW
Registration Number:	4007237	FOLD & GO BOUNCER
Registration Number:	4010382	UNION ERGONOMIC CARRIER
Registration Number:	3972040	NAPNEST
Registration Number:	4432830	SMARTLY-DESIGNED PRODUCTS FOR HAPPY PARE
Registration Number:	4317687	PLENTY
Registration Number:	4199546	HOODIE
Registration Number:	4226708	STRETCH
Registration Number:	4158995	LIL' FLUFF
Registration Number:	4165852	SYNC
Registration Number:	4391188	HAPPITAPS
Registration Number:	4347429	JUST BECAUSE
Registration Number:	4383245	FRESH SQUEEZED FEEDING LINE
Registration Number:	4602418	BPA FREE
Registration Number:	4689604	FUSION

CORRESPONDENCE DATA

Fax Number: 2127904545

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: 212-790-4600

Email: trademarksny@manatt.com

Correspondent Name: Manatt Phelps,Phillips - Darren Saunders

Address Line 1: Seven Times Square - 21st Floor

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	48616-030
NAME OF SUBMITTER:	Darren W. Saunders
SIGNATURE:	/Darren W. Saunders/
DATE SIGNED:	03/17/2015

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of October 31, 2014, is made by INFANTINO, LLC, a California limited liability company ("Seller"), in favor of BLUE BOX OPCO LLC, a Delaware limited liability company ("Purchaser"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Seller, Step2 Holding Company, LLC, a Delaware limited liability company, and Purchaser, dated as of October 31, 2014 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, all of Seller's right, title and interest in and to the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"), and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.
2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Purchaser. Seller shall, at any time and from time to time, upon written request therefor, solely at Purchaser's expense, take such steps and actions, including the execution of any documents, files, registrations or other similar items, that may be reasonably necessary to ensure that the Trademarks are properly assigned to Purchaser in the applicable jurisdiction.
3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. The provisions hereof shall be governed and interpreted in all respects pursuant to the substantive laws of the State of New York without regard to its conflict of laws principles.

[signature page follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment to be effective as of the date first above written.

INFANTINO, LLC

By: [Signature]
Name: Thomas B. Decherty
Title: President & CEO

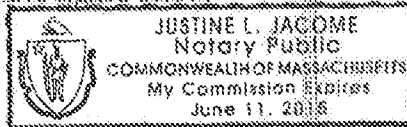
State of MA

County of Worcester

This instrument was acknowledged before me on 10/31/14 (date) by

Thomas B. Decherty (name of person)
who made and acknowledged making his/her mark on the instrument in my presence
and in the presence of two persons who have signed below.

[Signature]
(Signature of Notary Public)
(Seal)



[Signature]
(Signature and Address of Witness)
Justine Jacome
22 Reilly Ave
Blackstone MA 01504

[Signature]
(Signature and Address of Witness)
Lisa Kratschman
5 Rockland Cir
Bellingham MA
02019

[Signature Page to Trademark Assignment]

SCHEDULE 1

SCHEDULE OF UNITED STATES TRADEMARKS

Trademark	Country	AppL. No.	Reg. No.	Owner Name
COZY RIDER	USA	76066944	2503172	Infantino, LLC
SHOP & PLAY	USA	78178227	2900656	Infantino, LLC
BREATHEMESH	USA	77099598	3454650	Infantino, LLC
INFANTINO	USA	77143132	3437251	Infantino, LLC
IF BABIES COULD SHOP THEY'D BUY INFANTINO	USA	77458586	3620640	Infantino, LLC
TRIPLE COMFORT RIDER	USA	77488844	3677542	Infantino, LLC
BALANCE	USA	77907348	3901875	Infantino, LLC
ECO SASH	USA	77907357	3905611	Infantino, LLC
FLIP	USA	77907380	3901877	Infantino, LLC
BREATHE	USA	77907367	3901876	Infantino, LLC
SASH	USA	77907353	4016531	Infantino, LLC
SWIFT	USA	77907383	3941729	Infantino, LLC
INFINITY	USA	85016209	4003479	Infantino, LLC
SWITCH	USA	77961458	3999136	Infantino, LLC

LULLABUDDY	USA	77963396	3939031	Infantino, LLC
CLOUD	USA	77961236	3999135	Infantino, LLC
PARK PLACE	USA	85007375	3994816	Infantino, LLC
WONDER COVER	USA	85038256	4068108	Infantino, LLC
TOP & PLAY	USA	85038245	3994975	Infantino, LLC
RENEW	USA	85038261	4010245	Infantino, LLC
FOLD & GO BOUNCER	USA	85038268	4007237	Infantino, LLC
UNION ERGONOMIC CARRIER	USA	85073899	4010382	Infantino, LLC
NAPNEST	USA	85147855	3972040	Infantino, LLC
SMARTLY-DESIGNED PRODUCTS FOR HAPPY PARENTING	USA	85148359	4432830	Infantino, LLC
PLENTY	USA	85314936	4317687	Infantino, LLC
HOODIE	USA	85314924	4199546	Infantino, LLC
STRETCH	USA	85312731	4226708	Infantino, LLC
LIL FLUFF	USA	85324298	4158995	Infantino, LLC
SYNC	USA	85393657	4165852	Infantino, LLC

HAPPITAPS	USA	85787402	4391188	Infantino, LLC
JUST BECAUSE	USA	85427533	4347429	Infantino, LLC
FRESH SQUEEZED FEEDING LINE & Design	USA	85788181	4383245	Infantino, LLC
BPA FREE & Design	USA	85914463	4602418	Infantino, LLC
FUSION	USA	86101063	4689604	Infantino, LLC