

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394066

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Snotsucker Seller Holdings, LLC	FORMERLY FridaBaby, LLC	08/01/2016	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FridaBaby, LLC		
<b>Street Address:</b>	31 NW 23rd Street		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33127		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86647745	THE FUSS STOPS HERE	
<b>Serial Number:</b>	87118497	FRIDABABY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>			
<b>Phone:</b>	3128628738		
<b>Email:</b>	michelle.nowicki@kirkland.com		
<b>Correspondent Name:</b>	Michelle Nowicki		
<b>Address Line 1:</b>	300 N. LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	25497-1 MN		
<b>NAME OF SUBMITTER:</b>	Michelle Nowicki		
<b>SIGNATURE:</b>	/Michelle Nowicki/		
<b>DATE SIGNED:</b>	08/08/2016		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated as of August 1, 2016, is entered into by and between Snotsucker Seller Holdings, LLC, a Florida limited liability company, f/k/a FridaBaby, LLC, a Florida limited liability company ("Assignor"), and FridaBaby, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution and Acceptance Agreement, dated as of August 1, 2016 (the "Contribution Agreement");

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks and trademark applications set forth on Exhibit A attached hereto (hereinafter the "Trademarks") and the goodwill of the business symbolized thereby; and

WHEREAS, in accordance with the Contribution Agreement, Assignor wishes to assign and transfer to Assignee, and Assignee wishes to acquire, all right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and among the parties to this Agreement as follows:

1. Assignor hereby irrevocably sells, conveys, transfers and assigns to Assignee all right, title and interest in and to the Trademarks and any and all common law rights relating thereto, together with the goodwill of the business symbolized thereby and all (i) income, royalties, claims for damages, profits, costs, damages, and payments due or payable at the effective date or thereafter (including damages and payments for any past, current, or future infringements, misappropriations, or dilutions of such Trademarks), (ii) rights to sue, recover and collect for any past, present, or future infringements, misappropriations, or dilutions of such Trademarks, and (iii) corresponding rights that, now or hereafter, may be secured throughout the world with respect to such Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth in Exhibit A hereto, the transfer of such applications accompanies, pursuant to the Contribution Agreement, the transfer of Assignor's business, or portion of the business to which the Trademarks pertain, and that business is ongoing and existing;

2. Each party hereby agrees to execute and deliver any and all additional documents that any other party may reasonably request, and to use commercially reasonable efforts to take such further actions as may be reasonably necessary to effectuate, carry out, and comply with the agreements set forth in this Assignment. The parties intend that this Assignment is for recordation purposes only, and the Assignor agrees that the Assignee may record this Assignment with the United States Patent and Trademark Office.

3. All of the terms and provisions of this Assignment are binding upon Assignor, Assignee and their respective successors and assigns and will inure to the benefit of the parties

and their respective successors and assigns. Notwithstanding the foregoing, no provision of this Assignment shall in any way amend any of the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of Assignor or the Assignee) set forth in the Contribution Agreement, this Assignment being intended solely to effect the transfer of the Trademarks in accordance with the Contribution Agreement and shall not restrict any of Assignee's rights thereunder. In the event of a conflict between the terms of this Assignment and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall prevail and govern.

4. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof or of any other state.

5. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. This Agreement may be executed by facsimile or portable document format signature, which shall have full force and effect as if original.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

**ASSIGNOR:**

Snotsucker Seller Holdings, LLC, a Florida limited liability company, f/k/a/ Fridababy, LLC, a Florida limited liability company

By: *Kaisa Levine*  
Name: Kaisa Levine  
Title: Manager

**ASSIGNEE**

FridaBaby, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Chelsea Hirschhorn  
Title: Chief Executive Officer

[Signature Page to Assignment of Trademarks]

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**ASSIGNOR:**

Snotsucker Seller Holdings, LLC, a Florida limited liability company, f/k/a/ Fridababy, LLC, a Florida limited liability company

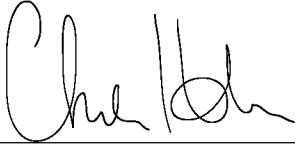
By: \_\_\_\_\_

Name: Kaisa Levine

Title: Manager

**ASSIGNEE**

FridaBaby, LLC, a Delaware limited liability company

By:  \_\_\_\_\_

Name: Chelsea Hirschhorn

Title: Chief Executive Officer

[Signature Page to Assignment of Trademarks]

**EXHIBIT A**  
**TRADEMARKS**

Trademark	US Serial No. / Filing Date	Reg. No. / Reg. Date
THE FUSS STOPS HERE	86647745 6/1/2015	N/A
FRIDABABY	87118497 7/27/2016	N/A