

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neonatal Product Group, Inc. d/b/a Cheche Innovations		10/11/2016	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Ameda, Inc.		
Street Address:	1000 Marina Boulevard, Suite 105		
City:	Brisbane		
State/Country:	CALIFORNIA		
Postal Code:	94005		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3771248	PENGUIN	
Registration Number:	4617478	THERMA-LINER	
Registration Number:	4817372	PENGUIN	
CORRESPONDENCE DATA			
Fax Number:	8169838000		
<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:	8169838000		
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	529826.1		
NAME OF SUBMITTER:	Kris Kappel		
SIGNATURE:	/kris kappel/		
DATE SIGNED:	10/18/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of October 11, 2016 by Neonatal Product Group, Inc. (doing business as Creche Innovations), a Nevada corporation (the "Assignor") for the benefit of Ameda, Inc., a Delaware corporation (the "Assignee"). The Assignor and the Assignee are sometimes collectively referred to herein as the "Parties". All capitalized terms used herein but not otherwise defined herein shall have the meanings given them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, modified, supplemented or otherwise changed from time to time, the "Purchase Agreement"), by and among the Assignor, the Assignee, Mr. Scott Norman, Ms. Stephanie Norman and Mr. Mark Petheram, the Assignor has agreed, among other things, to sell, assign, transfer, convey and deliver to the Assignee, all of the Assignor's right, title and interest in or relating to all of the Assignor's trademarks and trademark applications set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, the execution and delivery of this Assignment by the Assignor is a condition to the obligations of the Assignee to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor and the Assignee, the Parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably and unconditionally assigns, transfers and sets over to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Closing Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee and/or any Person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. Registration. The Assignor authorizes and requests the United States Commissioner of Patents and Trademarks of the United States, and any other officials throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. Parties in Interest. This Assignment will be binding upon and inure solely to the benefit of the Assignee and its successors and permitted assigns and be binding upon and enforceable against the Assignor and its successors and assigns. Nothing herein, express or

implied, is intended to or will be construed to or will confer upon any other Person, any right, claim, cause of action, benefit or remedy of any nature whatsoever, under or by reason of this Assignment, including, without limitation, by way of subrogation.

4. Representations and Warranties. Except as specifically set forth in the Purchase Agreement, the Assignor makes no representation or warranty with respect to Marks assigned hereby, and the provisions of this Assignment shall not in any way modify, replace, amend or waive any of the representations, warranties, covenants and agreements of the Assignor contained in the Purchase Agreement, this Assignment being intended solely to effect the assignment of the Marks pursuant to the Purchase Agreement.

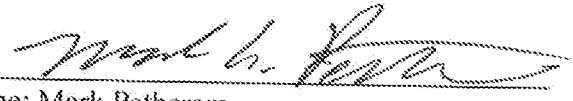
5. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction. Each Party hereto hereby submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York in the Borough of Manhattan for purposes of all legal proceedings initiated by the Assignee or any of its Affiliates arising out of or relating to this Assignment Agreement or the transactions contemplated hereby. Each Party hereto hereby submits to the exclusive jurisdiction of the United States District Court for the Western District of Missouri located in Kansas City, Missouri for purposes of all legal proceedings initiated by the Assignor or any of its Affiliates arising out of or relating to this Assignment Agreement or the transactions contemplated hereby. Each Party hereto irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court in accordance with the foregoing and any claim that any such proceeding brought in such a court in accordance with the foregoing has been brought in an inconvenient forum. Notwithstanding the foregoing in this paragraph, a Party may commence any action, claim, cause of action or suit in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts in accordance with the foregoing.

6. Counterparts. This Assignment may be executed in one or more counterparts (any of which may be delivered by facsimile or other electronic transmission), all of which shall be considered one and the same agreement, and shall become effective when one or more 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.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed and delivered as of the date first written above.

NEONATAL PRODUCT GROUP, INC.

By: 
Name: Mark Petheram
Title: Secretary

Agreed to and Accepted:

AMEDA, INC.

By: _____
Name: Dale Clendon
Title: Chief Executive Officer and President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005903 FRAME: 0200

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[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005903 FRAME: 0201

SCHEDULE A

1. Penguin, U.S. Trademark, Docket No. 46944-US, Registration No. 3771248.
2. Therma-Liner, U.S. Trademark, Docket No. 46217-US, Registration No. 4617478.
3. Penguin, U.S. Trademark, Docket No. 47019-US, Registration No. 4817372.