

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534212

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Baby Tula LLC | | 05/09/2016 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | New Baby Tula LLC | | |
| Street Address: | 2640 Financial Court | | |
| Internal Address: | Suite E | | |
| City: | San Diego | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92117 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4422418 | TULA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2674687140 | | |
| <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: | 267-468-7961 | | |
| Email: | lgenovese@kassgen.com | | |
| Correspondent Name: | Laura A. Genovese | | |
| Address Line 1: | 602 S. Bethlehem Pike, Bldg B | | |
| Address Line 4: | Ambler, PENNSYLVANIA 19002 | | |
| NAME OF SUBMITTER: | Laura A. Genovese | | |
| SIGNATURE: | /Laura A. Genovese/ | | |
| DATE SIGNED: | 07/30/2019 | | |
| Total Attachments: 7 | | | |
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SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this "**Agreement**"), dated as of May 9, 2016, is by and among The ERGO Baby Carrier, Inc., a Hawaii corporation ("**Buyer**"), Baby Tula LLC, a California limited liability company ("**Seller LLC**"), New Baby Tula LLC, a Delaware limited liability company (the "**Company**"), Michael Pham as the Representative, and Michael Pham, Urszula Tuszewicka and the Pham Declaration of Trust (each of Michael Pham, Urszula Tuszewicka and the Pham Declaration of Trust, an "**Owner**", and collectively, the "**Owners**"). The Owners and Seller LLC shall be referred to herein collectively as the "**Seller Parties**" and each individually as a "**Seller Party**").

RECITALS

- A. Seller LLC owns all of the outstanding membership interests of the Company.
- B. Prior to the execution of this Agreement and the Closing, the Seller Parties have caused Seller LLC to contribute all of its assets and liabilities to the Company and following such contribution, Seller LLC shall own all of the outstanding membership interests of the Company (the "**Securities**").
- C. The Seller Parties desire to cause Seller LLC to sell to Buyer, and Buyer desires to purchase from Seller LLC, free and clear of any and all Liens, all of the Securities (other than the Exchange Securities (as defined below)).
- D. Prior to the Closing, (a) pursuant to an Exchange Agreement to be entered into by and between EBP Lifestyle Brands Holdings, Inc., a Delaware corporation ("**Parent**") and Seller LLC, in substantially the form attached hereto as Exhibit A (the "**Exchange Agreement**"), Seller LLC will contribute the portion of membership interests of the Company set forth on Schedule 1 hereto (the "**Exchange Securities**") to Parent in exchange for shares of common stock of Parent of equal value as set forth in the Exchange Agreement (the "**Baby Tula Exchange**"), and (b) pursuant to an Exchange Agreement to be entered into by and among Parent and the holders of all the outstanding common stock of ERGO Baby Holding Corporation, a Delaware corporation ("**Baby Holding**," and the holders of stock thereof, the "**Ergo Exchanging Holders**"), in substantially the form provided to the Seller Parties (the "**Ergo Exchange Agreement**"), the Ergo Exchanging Holders will contribute all of the outstanding shares of common stock of Baby Holding to Parent in exchange for shares of common stock of Parent of equal value as set forth in the Ergo Exchange Agreement (the "**Ergo Exchange**," together with the Baby Tula Exchange, the "**Exchange Transactions**"). The Exchange Transactions will be characterized by the parties as a single interrelated transaction that qualifies under Section 351 of the Code.
- E. As a condition and inducement to the willingness of Buyer to enter into this Agreement, at the Closing, each Seller Party will enter into a non-competition and non-solicitation agreement (each a "**Non-Competition Agreement**" and collectively, the "**Non-Competition Agreements**") with Parent and Buyer in the forms attached hereto as Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.

e:

payment obligations related thereto or associated with the repayment of such Indebtedness on the Closing Date. For the avoidance of doubt, Indebtedness shall not include Seller Transaction Expenses.

"Intellectual Property" means, collectively, in the United States and all countries or jurisdictions foreign thereto, (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all Patents, (ii) all Trademarks, all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all moral rights, copyrights and other rights in any work of authorship, compilation, derivative work or mask work and all applications, registrations, and renewals in connection therewith, (iv) all trade secrets and confidential business information (including confidential ideas, research and development, know-how, methods, formulas, compositions, manufacturing and production processes and techniques, technical and other data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (v) Software, (vi) all other proprietary and intellectual property rights, (vii) all copies and tangible embodiments of any of the foregoing (in whatever form or medium), (viii) the exclusive right to display, perform, reproduce, make, use, sell, distribute, import, export and create derivative works or improvements based on any of the foregoing and (ix) all income, royalties, damages and payments related to any of the foregoing (including damages and payments for past, present or future infringements, misappropriations or other conflicts with any intellectual property), and the right to sue and recover for past, present or future infringements, misappropriations or other conflict with any intellectual property.

"Inventory Shortfall" means the amount by which the Inventory Target exceeds the Closing Inventory; provided that if the Closing Inventory is equal to or greater than the Inventory Target, the Inventory Shortfall shall be deemed to be equal to zero.

"Inventory Target" means

"Knowledge" means, when referring to the "knowledge" of the Company, or any similar phrase or qualification based on knowledge of the Company or any Seller Party, (i) the actual knowledge of any of Urszula Tuszewicka, Michael Pham and Kamil Janulewicz, and (ii) the knowledge that any such person referenced in clause (i) above, would have obtained after making reasonable inquiry with respect to the particular matter in question.

"Law" means the common law of any state or other jurisdiction, or any provision of any foreign, federal, state or local law, statute, code, rule, regulation, Order, certification standard, accreditation standard, Permit, judgment, regulatory code of practice, statutory guidance, injunction, decree or other decision of any court or other tribunal or Governmental Authority.

"Liabilities" means any Indebtedness, liabilities, demands, commitments or obligations of any nature whatsoever, whether accrued or unaccrued, absolute or contingent, direct or indirect, asserted or unasserted, fixed or unfixed, known or unknown, choate or inchoate, perfected or unperfected, liquidated or unliquidated, secured or unsecured, or otherwise, whether due or to become due, whether arising out of any Contract or tort based on negligence or strict liability and whether or not the same would be required by GAAP to be stated in financial

**ARTICLE 2
PURCHASE AND SALE**

2.1 Purchase and Sale. On the terms and conditions herein set forth, at the Closing, Seller LLC hereby agrees to sell, assign, transfer, convey, contribute and deliver to Buyer all right, title and interest in the Securities (other than the Exchange Securities), free and clear of all Liens (other than restrictions on transfer under applicable federal or state securities laws), and Buyer hereby agrees to purchase, accept delivery from and acquire from Seller LLC all right, title and interest in the Securities (other than the Exchange Securities), free and clear of all Liens (other than restrictions on transfer under applicable federal or state securities laws).

2.2 Purchase Price. The aggregate purchase price for the Securities and the rights and benefits conferred herein shall be an amount equal to the Closing Date Purchase Price (which shall be subject to adjustment pursuant to Section 2.4), plus the Parent Equity issued pursuant to the Exchange Agreement as described in Section 2.7, plus the Earnout Amount if and when payable pursuant to Section 2.5 (the "**Purchase Price**").

2.3 Payments at Closing. On the terms and conditions herein set forth, at the Closing:

(a) Buyer shall pay or cause to be paid, on behalf of the Acquired Companies and the Seller Parties and for their account, (i) the amounts set forth in the Payoff Letters delivered pursuant to Section 8.2(e)(v), which amounts shall be included in the Estimated Closing Date Indebtedness, by wire transfer of immediately available funds to the accounts of the applicable lenders or other parties as set forth in the Payoff Letters, and (ii) the Estimated Closing Date Seller Transaction Expenses by wire transfer of immediately available funds to the applicable recipients thereof as set forth on the Estimated Closing Statement (and indicated in the invoices delivered pursuant to Section 8.2(e)(vi));

(b) Buyer shall deposit an amount equal to _____ (the "**Escrow Amount**") with SunTrust Bank, as escrow agent (the "**Escrow Agent**"), and such funds plus all income accrued thereon (the "**Escrow Funds**") shall be maintained by Escrow Agent to secure the Seller Parties' obligations under this Agreement and shall be administered and payable in accordance with an escrow agreement by and among the Representative, Buyer and the Escrow Agent (the "**Escrow Agreement**"); and

(c) Buyer shall pay to Seller LLC an aggregate amount equal to the Closing Date Purchase Price, minus the Escrow Amount (the "**Closing Payment**").

2.4 Purchase Price Adjustment.

(a) Estimated Adjustment. At least two (2) Business Days prior to the Closing Date, the Seller Parties shall prepare and deliver a written statement prepared by the Seller Parties in good faith in accordance with GAAP (the "**Estimated Closing Statement**"), setting forth a good faith estimate of (i) the Closing Date Seller Transaction Expenses (including a schedule of the Closing Date Seller Transaction Expenses) (the "**Estimated Closing Date Seller Transaction Expenses**"), and (ii) the Closing Date Indebtedness (which must include all amounts set forth in the Payoff Letters) (the "**Estimated Closing Date Indebtedness**"), together

LLC, the Acquired Companies and any Seller Party's business or operations in Poland (including Tula Urszula Tuszewicka) have been conducted since January 1, 2015.

(c) All material items of tangible personal property owned or leased by any Acquired Company are in good operating condition and repair, ordinary wear and tear excepted, and are suitable for the purposes for which they are presently being used. None of the personal or movable property constituting Assets is located other than at the Real Property.

4.11 Proprietary Rights.

(a) Schedule 4.11(a) of the Disclosure Schedules contains a true, complete and accurate description and list of all (i) patented or registered Intellectual Property owned by any Acquired Company, (ii) pending patent applications and applications for other registrations of Intellectual Property owned by any Acquired Company, and (iii) any unregistered Trademark or copyright that is owned by any Acquired Company and material to the conduct of any Acquired Company's business as presently conducted or contemplated to be conducted (indicating for each of (i) and (ii) the Acquired Company that owns or holds such Intellectual Property or an exclusive license thereto, applicable jurisdiction, registration number (if registered), application number, date issued (if issued) and dated filed).

(b) Schedule 4.11(b)(i) of the Disclosure Schedules contains a true, complete and accurate list of all Contracts pursuant to which any Intellectual Property is licensed to any Acquired Company (excluding generally commercially available, off the shelf software programs licensed to such Acquired Company pursuant to a shrink-wrap or "click to accept" agreement with a replacement cost and/or annual license fee of less than \$15,000 (an "**Immaterial Software License**")). Schedule 4.11(b)(ii) of the Disclosure Schedules contains a true, complete and accurate list of all (A) Contracts pursuant to which any Intellectual Property is licensed by any Acquired Company to any Person, (B) Contracts pursuant to which any Intellectual Property is exclusively licensed by an Acquired Company to any Person, and (C) Contracts entered into outside of the ordinary course of business pursuant to which any Intellectual Property is licensed by an Acquired Company to any Person. The consummation of the transactions contemplated by this Agreement and the Transaction Documents will not (i) impair any rights of any Acquired Company under, or cause any Acquired Company to be in violation of or default under, any Contract under which it has the right to use or otherwise commercialize or exploit in any way any Intellectual Property of any Person, or (ii) give rise to any termination or modification of, or entitle any other party to terminate or modify, any such Contract.

(c) Each Acquired Company exclusively owns and possesses all right, title and interest in and to, or has the right under a valid and enforceable license to use and otherwise commercialize or exploit, all Intellectual Property (provided that, with respect to Patents owned by any other Person, to the Knowledge of the Company) necessary for or used or otherwise commercialized or exploited in the operation of its businesses as presently conducted and as presently proposed to be conducted, free and clear of all Liens (collectively for all Acquired Companies, the "**Company Intellectual Property**"). None of the Company Intellectual Property owned by or exclusively licensed to or purported to be owned by or exclusively licensed to any Acquired Company is invalid or unenforceable in whole or in part. No loss or

in an increase, temporary or otherwise, in the demand for the products or services offered by any Acquired Company, including sales of a product or service (A) with payment terms longer than terms customarily offered by the Acquired Companies for such product or service, (B) at a greater discount from listed prices than customarily offered for such product or service, (C) at a price that does not give effect to any general increase in the list price for such product or service publicly announced prior to the Closing Date, (D) with shipment or delivery terms more favorable to the customer than shipment or delivery terms customarily offered by such Acquired Company for such product or service, (E) in a quantity greater than the reasonable resale requirement of the particular customer or (F) in conjunction with other material benefits to the customer not previously offered in the ordinary course of business to such customer.

4.10 Assets.

(a) All of the tangible and intangible assets and property used or held by Seller LLC in connection with the business or operations of Seller LLC or any of the Acquired Companies have been or will have been contributed, conveyed, assigned and transferred to the Company prior to the Closing, free and clear of any and all Liens. The Acquired Companies will, immediately prior to the Closing, own, and immediately following the Closing will continue to own, good and marketable title to, or a valid right to use, all of the tangible and intangible assets and property used or held in connection with the business or operations of Seller LLC or any of the Acquired Companies (the "**Assets**"), free and clear of any and all Liens (other than with respect to Intellectual Property contained in any such Assets, which is addressed in Section 4.11). The tangible and intangible assets (other than Intellectual Property, which is addressed in Section 4.11) and property to which the Acquired Companies will, immediately prior to the Closing, have, and immediately following the Closing will continue to have, good and marketable title to, or a valid right to use, are all the assets and property (other than Intellectual Property, which is addressed in Section 4.11) that are necessary to enable the businesses of Seller LLC and the Acquired Companies to be conducted immediately after the Closing in the same manner as the businesses of Seller LLC and the Acquired Companies have been conducted since the date of the 2015 Balance Sheet.

(b) All of the tangible and intangible assets and property used or held by any of the Acquired Companies or Seller Parties (including, without limitation, Tula Urszula Tuszewicka) in connection with any of the Seller Parties' or the Acquired Companies' businesses or operations in Poland will have been, effective as of no later than immediately prior to the Closing, contributed, conveyed, assigned and transferred to Baby Tula Poland (collectively, the "**Polish Assets**"), free and clear of any and all Liens, as a result of a contribution in kind of the Tula Urszula Tuszewicka business enterprise to Baby Tula Poland. Baby Tula Poland will, immediately prior to the Closing, own, and immediately following the Closing will continue to own, good and marketable title to, or a valid right to use, all of the Polish Assets, free and clear of any and all Liens (other than with respect to Intellectual Property contained in any such assets, which is addressed in Section 4.11) (other than Permitted Liens), and the Polish Assets (other than Intellectual Property, which is addressed in Section 4.11) are all of the assets and property (other than Intellectual Property, which is addressed in Section 4.11) that are necessary to enable the businesses of the Acquired Companies to be conducted immediately after the Closing in the same manner as the businesses and operations of Seller

subpoena with regard to the Confidential and Proprietary Information. If Buyer does not obtain such relief after a period that is reasonable under the circumstances, such Seller Party may disclose only that portion of the Confidential and Proprietary Information that such Seller Party is advised in writing by his, her or its counsel that he, she or it is legally compelled to disclose or else stand liable for contempt or suffer censure or penalty. In such cases, such Seller Party shall promptly provide Buyer with a copy of the Confidential and Proprietary Information so disclosed.

(b) Each Seller Party acknowledges that such Seller Party's expertise in the business conducted by the Acquired Companies is of a special and unique character which gives this expertise a particular value, and that a breach of Section 7.7(a) by such Seller Party will cause serious and potentially irreparable harm to Buyer and its Affiliates (including, after the Closing, the Acquired Companies). Each Seller Party therefore acknowledges that a breach of Section 7.7(a) by such Seller Party cannot be adequately compensated in an action for damages at law, and equitable relief would be necessary to protect Buyer and its Affiliates (including, after the Closing, the Acquired Companies) from a violation of Section 7.7(a) and from the harm which Section 7.7(a) is intended to prevent. By reason thereof, each Seller Party acknowledges that Buyer and its Affiliates (including, after the Closing, the Acquired Companies) are entitled, in addition to any other remedies they may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of Section 7.7(a) without any requirement to post bond. Each Seller Party acknowledges, however, that no specification in this Agreement of a particular legal or equitable remedy may be construed as a waiver of, or prohibition against, pursuing other legal or equitable remedies in the event of a breach of Section 7.7(a) by such Seller Party.

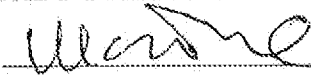
7.8 Company Intellectual Property. Each Seller Party acknowledges and agrees that, as of the Closing, Buyer is the exclusive owner of all right, title and interest in and to the Company Intellectual Property worldwide. From and after the Closing, no Seller Party will contest or aid any other Person in contesting the validity or enforceability of the Company Intellectual Property in existence as of the Closing anywhere in the world, nor take any other action anywhere in the world inconsistent with Buyer's ownership interest in or rights to use and license the Company Intellectual Property. From and after the Closing, except on behalf of Buyer or any of its direct or indirect subsidiaries, in each case, pursuant to Buyer's instructions, no Seller Party will apply for, or aid or cause any other Person to apply for, any registration of the Company Intellectual Property, or any other trademarks or service marks similar to or containing any Company Intellectual Property, anywhere in the world. In addition, from and after the Closing, no Seller Party will use any Company Intellectual Property as its legal entity name or register any legal entity under a name containing any Company Intellectual Property anywhere in the world, or, except on behalf of Buyer or any of its direct or indirect subsidiaries, in each case, pursuant to Buyer's instructions, take any other action or use any trademarks or service marks anywhere in the world suggesting an association with Buyer, the Company or any of their respective direct or indirect subsidiaries or any Company Intellectual Property; provided, however, that Seller LLC shall have thirty (30) days following the Closing to change its legal entity name to a name that does not include any Company Intellectual Property

7.9 Ancillary Agreements. At the Closing, (i) the Seller Parties shall enter into the Non-Competition Agreements, and (ii) Urszula Tuszewicka and Michael Pham shall enter into

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COMPANY:


NEW BABY TULA LLC

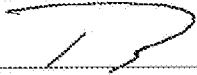
By: 
Name: Urszula Tuszewicka
Its: President

SELLER PARTIES:

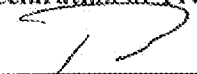
BABY TULA LLC

By: 
Name: Urszula Tuszewicka
Its: Chief Executive Officer


Urszula Tuszewicka

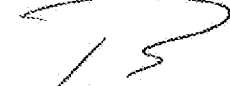

Michael Pham

The Pham Declaration of Trust

By: 
Michael Pham, Trustee

By: 
Urszula Tuszewicka, Trustee

REPRESENTATIVE


Michael Pham

(Signature page to Securities Purchase Agreement)