

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3929913

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DYNAMIC BRANDS, LLC	04/22/2015
RECEIVING PARTY DATA		
Name:	BABY JOGGER, LLC	
Street Address:	8575 MAGELLAN PARKWAY	
City:	RICHMOND	
State/Country:	VIRGINIA	
Postal Code:	23227	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14597420	
CORRESPONDENCE DATA		
Fax Number:	(404)853-8806	
<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:	4048538000	
Email:	kim.deveau@sutherland.com	
Correspondent Name:	SUTHERLAND ASBILL & BRENNAN LLP	
Address Line 1:	999 PEACHTREE STREET	
Address Line 2:	SUITE 2300	
Address Line 4:	ATLANTA, GEORGIA 30309	
ATTORNEY DOCKET NUMBER:	34757-1058	
NAME OF SUBMITTER:	KIMBERLY DEVEAU	
SIGNATURE:	/Kimberly A. DeVeau/	
DATE SIGNED:	06/22/2016	
Total Attachments: 10		
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption Agreement"), made this 20th day of April, 2012, is executed and delivered from Dynamic Brands, LLC, a Virginia limited liability company ("Transferor") to Baby Jogger, LLC, a Virginia limited liability company ("Transferee") pursuant to that certain Membership Interest and Asset Purchase Agreement ("Agreement") dated of even date herewith between Baby Jogger Acquisition, LLC, a Virginia limited liability company and Transferor. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

Pursuant to the terms of the Agreement, effective immediately prior to the Effective Time, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (a) Transferor hereby sells, conveys, transfers, assigns and delivers to the Transferee and its successors and assigns all of Transferor's right, title and interest in and to the Acquired Assets that are intangible personal property including (i) the trademark registrations and trademark applications set forth on Exhibit A, (ii) the patent applications and issued patents set forth on Exhibit B, (iii) the copyright registrations set forth on Exhibit C, and (iv) the domain name registrations set forth on Exhibit D, and all goodwill related to any of the foregoing (in each case other than any Acquired Assets assigned under any bill of sale, instrument of assignment and assumption or other document contemplated by the Agreement), and all of Transferor's right, title and interest in and to any and all of the Assumed Liabilities to be held and enjoyed by Transferee and its successors and assigns, as such rights would have been held and enjoyed by Transferor had this Assignment and Assumption Agreement not been made and (b) Transferee hereby acknowledges and accepts the sale, conveyance, transfer, assignment and delivery of all such Acquired Assets and Assumed Liabilities, and assumes and agrees to pay and discharge when due the Assumed Liabilities, but in each case only to the extent provided in the Agreement. Notwithstanding the foregoing, nothing in this Assignment and Assumption Agreement is intended to, or shall be construed, to result in the sale, conveyance, transfer, assignment or delivery of any Excluded Assets or Excluded Liabilities.

This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern pursuant to applicable principles of conflicts of law thereof

This Assignment and Assumption Agreement is executed and delivered pursuant to Section 6.2(a)(iii) of the Agreement and is subject to the terms of the Agreement, and nothing contained herein shall, or shall be deemed to, defeat, limit, alter, modify, diminish or impair, enhance, expand, or enlarge any right, obligation, claim or remedy created by the Agreement. The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Acquired Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. If there is any conflict between the terms of this Assignment and Assumption Agreement and the terms of the Agreement, the terms of the Agreement shall control.

This Assignment and Assumption Agreement may be executed simultaneously in one or more counterparts, and by different parties hereto in separate counterparts, each of which when

executed shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Assignment and Assumption Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, Transferor and Transferee have caused this Assignment and Assumption Agreement to be executed and delivered by their respective duly authorized officers as of the day and year first above written.

TRANSFEROR:

DYNAMIC BRANDS, LLC

By: 

Name: David Boardman

Title: President and CEO

TRANSFeree:

BABY JOGGER, LLC

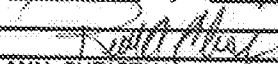
By: 

Name: David Boardman

Title: President and CEO

RUTH ANN CHRISTIAN
NOTARY PUBLIC
REG. #7301152
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31, 2017

Commonwealth of Virginia County of Henrico

The foregoing instrument was acknowledged before
me this 22nd day of April, 2015,
by 

RUTH ANN CHRISTIAN, Notary Public #7301152
My Commission Expires January 31, 2017

Signature Page to Assignment and Assumption Agreement

Exhibit A

Trademarks

Country	Mark	App. No.	Status/Reg. Date	Reg. No.	Owner
Argentina	BABY JOGGER	3070445	Pending		Dynamic Brands, LLC
Argentina	BABY JOGGER & Design	3070446	Pending		Dynamic Brands, LLC
Australia	BABY JOGGER	1295572	4/21/2009	1295572	Dynamic Brands, LLC
Australia	BABY JOGGER & Design	1295573	4/21/2009	1295573	Dynamic Brands, LLC
Brazil	BABY JOGGER	830949593	Pending		Dynamic Brands, LLC
Brazil	BABY JOGGER & Design	830949615	Pending		Dynamic Brands, LLC
Canada	BABY JOGGER	570106	6/30/1988	TMA342354	Dynamic Brands, LLC
Canada	BABY JOGGER	1449147	8/19/2010	TMA774982	Dynamic Brands, LLC
Canada	BABY JOGGER & Design	1234562	4/10/2006	TMA662408	Dynamic Brands, LLC
Canada	BABY JOGGER & Design	1449148	8/18/2010	TMA774848	Dynamic Brands, LLC
China	BABY JOGGER	9217957	Pending		Dynamic Brands, LLC
China	BABY JOGGER & Design	9217958	Pending		Dynamic Brands, LLC
European Union	BABY JOGGER	000390427	5/25/1998	000390427	Dynamic Brands, LLC
European Union	BABY JOGGER & Design	000858275	10/21/2004	000858275	Dynamic Brands, LLC
European Union	JOGGER	000390443	5/25/1998	000390443	Dynamic Brands, LLC
Fed. of Russia	BABY JOGGER	2011705449	4/10/2012	459028	Dynamic Brands, LLC
Fed. of Russia	BABY JOGGER & Design	2011705456	4/2/2012	458329	Dynamic Brands, LLC
Germany	BABY JOGGER	R46630/12WZ	12/7/1988	1131649	Dynamic Brands, LLC
Hong Kong	BABY JOGGER	301846341	3/1/2011	301846341	Dynamic Brands, LLC
Hong Kong	BABY JOGGER & Design	301846350	3/1/2011	301846350	Dynamic Brands, LLC
Israel	BABY JOGGER	227636	Pending		Dynamic Brands, LLC
Israel	BABY JOGGER & Design	233358	Pending		Dynamic Brands, LLC
Japan	BABY JOGGER	09-1777845	12/15/2000	4440071	Dynamic Brands, LLC
Japan	BABY JOGGER & Design	Z1231720	10/21/2004	858275	Dynamic Brands, LLC
Japan	JOGGER	09-177844	12/15/2000	4440070	Dynamic Brands, LLC
Japan	THE TWINNER	10-15924	7/2/1999	4290576	Dynamic Brands, LLC
Japan	TWINKLE	10-15923	7/2/1999	4290575	Dynamic Brands, LLC
Norway	BABY JOGGER	19962016	12/2/1999	200565	Dynamic Brands, LLC
Norway	BABY JOGGER & Design	Z1231720	10/21/2004	858275	Dynamic Brands, LLC
Switzerland	BABY JOGGER	4383/1999	1/23/2002	493954	Dynamic Brands, LLC
Taiwan	BABY JOGGER	100009474	4/1/2012	01510999	Dynamic Brands, LLC
Taiwan	BABY JOGGER & Design	100009473	4/1/2012	01510998	Dynamic Brands, LLC
Taiwan	Misc. Stroller Design	86037123	9/16/1998	816763	Dynamic Brands, LLC
United States	BABY JOGGER & Design	78/405832	7/10/2007	3261933	Dynamic Brands, LLC
United States	BABY JOGGER	73/510096	6/18/1985	1342477	Dynamic Brands, LLC
United States	JOGGER	74/167359	3/3/1992	1677528	Dynamic Brands, LLC
United States	KIDADDLE	77/734015	6/22/2010	3805629	Dynamic Brands, LLC
United States	KIDADDLE	77/734065	4/13/2010	3776174	Dynamic Brands, LLC
United States	Misc. Design (Triangular upper frame)	75/117730	8/11/1998	2179868	Dynamic Brands, LLC
United States	PROTECT-A-BUB WORLDWIDE	76/625835	12/13/2005	3026264	Dynamic Brands, LLC

PATENT

REEL: 038983 FRAME: 0796

Exhibit B

Patents

Patents relevant to Current Products and Products under Development

CITY SELECT – Multiple Seat Configurable Stroller

Title: Attachment for a Stroller:

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
United States	DYN005.PRV	12/1/2008	61/119920	Expired	
Australia	DYN005.AU	12/4/2009	2009322149	Pending	
Canada	DYN005.CA	12/4/2009	20092745914	Pending	
China	DYN005.CN	12/4/2009	200980148829.3	Published	
European Patent Co	DYN005.EP	12/4/2009	09831215.0	Pending	
Israel	DYN005.IL	12/4/2009	213304	Pending	
United States	DYN005	12/4/2009	12/631375	Published	
WIPO	DYN005.PCT	12/4/2009	PCT/US09/66817	Published	

CITY SERIES - Foot Operated Park Brake

Title: Baby Stroller:

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
United States	DYN008CIP1	9/15/1993	08/122636	10/24/1995	5460399

CITY SERIES – Folding Mechanism - Patent Group B

Title: Folding Baby Stroller System and Method:

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
United States	DYN024	5/5/2003	10/430688	1/31/2006	6991248
United States	DYN024.CON	10/20/2005	11/254922	7/8/2008	7396039
United States	DYN024.CON2	12/5/2006	11/567124	11/20/2007	7296820
United States	DYN024.CON3	3/3/2008	12/041137	9/21/2010	7798515
United States	DYN024.CON4	8/17/2010	12/857756	Published	

CITY SERIES – Folding Mechanism – Patent Group A

Title: Folding Baby Stroller:

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
Australia	DYN004.AU	4/28/2005	2005240578	10/13/2011	2005240578
Canada	DYN004.CA	4/28/2005	2564765	Pending	
China	DYN004.CN	4/28/2005	200580013913.6	2/8/2012	ZL200580013913.6
China	DYN004.CN.CON	12/12/2011	201110438868.6	Pending	
European Patent Co	DYN004.EP	4/28/2005	05739763.0	Published	
Israel	DYN004.IL	4/28/2005	178832	Pending	
Japan	DYN004.JP	4/28/2005	2007-511034	10/15/2010	4607178
United States	DYN004	4/28/2005	11/118621	12/15/2009	7632035
WIPO	DYN004.PCT	4/28/2005	PCT/US05/014911	NAT Phase	
Taiwan	DYN004.TW	4/29/2005	094113947	Published	
United States	DYN004.CON	11/3/2009	12/611363	Published	

HyChairTitle: Hook-On Highchair:

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
United States	DYN039	11/16/2010	12/947421	Pending	

SunshadesTitle: UV50+protector-pram/stroller/capsule covers:

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
Australia	DYN031.AU	7/28/2006	2006100626	9/1/2006	2006100626
United States	DYN028	7/30/1998	09/126362	1/11/2000	6,012,756

Title: Sun Shade Attachment for Strollers, Car Seats, Carriages and Joggers :

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
United States	DYN029	6/4/2003	10/453506	2/21/2006	7000625

Double Stroller Car Seat AdapterTitle: Stroller Accessory:

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
United States	DYN002	8/28/2009	12/549788	Published	

City Mini -- Four WheelTitle: Baby Stroller Frame

United States	DYN046.DES	4/20/2011	29/390127	Pending	
Taiwan	DYN046.DES.TW	6/20/2011	100303104	Pending	
China	DYN046.DES.CN	New		proposed	

Intellectual Property not Incorporated into Current Products and Products under DevelopmentTitle: Baby Stroller Conversion Unit:

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
United States	DYN011.DES.CIP	7/17/1996	29/057128	12/22/1998	D402930
United States	DYN011.DES.CIP.DIV	12/10/1997	29/080503	4/27/1999	D408768

Title: Baby Stroller Forward Frame:

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
United States	DYN016.DES	5/19/2000	29/123633	7/24/2001	D445,367

Title: Baby Stroller Frame:

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
United States	DYN019.DES	11/9/2000	29/132502	12/18/2001	D452195
United States	DYN020.DES.DIV	4/19/2001	29/140608	2/10/2004	D486427*

* An assignment from the inventor assigning D452,194 and any and all divisions, reissues and continuations thereof was recorded against D486,427, D486,427 is continuation of D452,194.

Title: Baby Stroller with Interchangeable Front Wheel Support Structures:

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
United States	DYN017	9/22/2000	09/667490	9/3/2002	6443467

Title: Baby Stroller

United States	DYN008CIP2	9/15/1993	08/122225	12/19/1995	5476275
Canada	DYN008.CIP2.CA	9/14/1994	2132031	7/7/2007	2132031
Germany	DYN008CIP2.DE	9/15/1994	4432918.0-22	9/19/2002	4432918
United States	DYN012.DES	10/7/1996	29/060804	1/6/1998	D388842
United States	DYN013.DES	7/28/1997	29/074205	8/25/1998	D397316
France	DYN013.DES.FR	1/28/1998	980524		980524
United States	DYN013.DES.CIP	7/17/1998	29/090852	5/11/1999	D409531
United States	DYN014.CIP	3/17/1998	09/040656	8/22/2000	6105998
United States	DYN014.CIP2	4/15/1999	09/292169	8/1/2000	6095548
United States	DYN015.DES.CON	3/20/2000	29/120569	2/27/2001	D438149 *

* Presently, Transferor has been unable to locate a written assignment of U.S. Patent D438,149 from the inventor, Philip Baechler, to Racing Strollers, Inc.; however, the inventor was an officer and owner of Racing Strollers, Inc. at the time of filing of the patent application. Although no formal documentation exists in this regard, an assignment may be implied pursuant to U.S. patent law by Mr. Baechler's fiduciary duty to assign all related intellectual property to Racing Strollers, Inc. Transferor does not have and cannot provide a complete written documentation of the title transfer from the inventor to Racing Strollers, Inc.

Title: Foldable Baby Stroller and Axle Assembly:

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
United States	DYN007	4/6/1992	07/862981	2/23/1993	5188389

Title: Forward Facing Portion of Baby Stroller Seat with Seat Belt:

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
United States	DYN018.DES.DIV	9/26/2000	29/130043	12/18/2001	D452197

Title: Trailer/Jogger Combination:

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
United States	DYN001	9/27/2007	11/904544	8/3/2010	7766359

Inactive Patents

Country	Reference No.	Filed	Serial No.	Issued	Patent No.
United States	n/a	6/15/2007	11/763,998	Abandoned	
United States	n/a	1/5/1996	08/583,566	4/28/1998 (Expired)	5743552
United States	n/a	9/18/1992	07/948,913	2/1/1994 (Expired)	D343812
United States	n/a	9/15/1993	29/013,011	3/28/1995 (Expired)	D356760
United States	n/a	2/17/1995	29/035,045	5/7/1996 (Expired)	D369579
United States	n/a	2/9/1995	29/034,687	5/21/1996 (Expired)	D369992
United States	n/a	3/6/1995	29/035,759	5/28/1996 (Expired)	D370194

Exhibit C

Copyrights

Title	Copyright number	Registration Date
Protect-A-Bub 200 BBT	VA0001661019	3/10/2009
Protect-A-Bub Backseat Tandem Shade 200TB	VA0001661023	3/10/2009
Protect-A-Bub Car Seat Shade Black BBT	VA0001661016	3/10/2009
Protect-A-Bub Deluxe Black Partial BBT.	VA0001661014	3/10/2009
Protect-A-Bub Navy Fleece Snuggle Bub	VA0001661024	3/10/2009
Protect-A-Bub Navy Wool Snuggle Bub	VA0001661040	3/10/2009
Protect-A-Bub Single Black Rain Cover 700 SB	VA0001661043	3/10/2009
Protect-A-Bub Sweet BB	VA0001661046	3/10/2009
Protect-A-Bub Swimsuits and Hats 900 TY	VA0001661012	3/10/2009
Protect-A-Bub Twin Rain Cover Navy 700 Twin.	VA0001661041	3/10/2009

* All identified copyright registrations held by Transferor are photographs related to Protect-a-Bub, which photographs are not used by Transferor or Transferee. All such registrations identify an incorrect and non-existent Protect-a-Bub entity name. The original author assignment for each such registration likewise references an incorrect and non-existent Protect-a-Bub entity name, and further includes a non-exclusive license from Protect-a-Bub to the author in the U.S. that allows the author to use the corresponding photographs to promote his photography services.

Exhibit D

Domain Names

- | | |
|------------------------------|--------------------------|
| 1. babyjogger.com | 14. babyjoggerfusion.com |
| 2. babyjogger.fr* | 15. babyjoggernano.com |
| 3. babyjogger.it* | 16. city-fusion.com |
| 4. babyjogger.lu | 17. city-nano.com |
| 5. babyjogger.pl* | 18. cityseries.com |
| 6. babyjogger.pt | 19. gogo-stroller.com |
| 7. babyjogger.co.uk | 20. gogostroller.com |
| 8. advancemobility.org | 21. kidaddle.com |
| 9. Babyjogger-cityfusion.com | 22. mycitystroller.com |
| 10. babyjogger-citynano.com | 23. protect-a-bub.com |
| 11. babyjogger.com | 24. protect-a-bubusa.com |
| 12. babyjoggercityfusion.com | 25. protectabub.com |
| 13. babyjoggercitynano.com | 26. victorystrollers.com |

* Domain names are owned by Transferee but are Acquired Assets. Since Transferee does not have a local presence in the respective countries, Europe Registry lists the local registrar instead.