

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8201600

| | |
|---|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SIMPLY MOMMY, LLC | 06/16/2023 |
| RECEIVING PARTY DATA | |
| Name: | HEROES TECHNOLOGY (US) LLC |
| Street Address: | 4444 CENTERVILLE ROAD |
| Internal Address: | SUITE 130 |
| City: | WHITE BEAR LAKE |
| State/Country: | MINNESOTA |
| Postal Code: | 55127 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 8024829 |
| CORRESPONDENCE DATA | |
| Fax Number: | (913)777-5601 |
| <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: | 913-777-5600 |
| Email: | patents@eriseip.com |
| Correspondent Name: | ERISE IP P.A. |
| Address Line 1: | 7015 COLLEGE BLVD., STE 700 |
| Address Line 4: | OVERLAND PARK, KANSAS 66211 |
| ATTORNEY DOCKET NUMBER: | 2591-1.00 SIMPLY TO HEROE |
| NAME OF SUBMITTER: | JENNIFER C. BAILEY |
| SIGNATURE: | /Jennifer C. Bailey/ |
| DATE SIGNED: | 10/03/2023 |
| Total Attachments: 9 | |
| source=4158-4242-8490, 1, Assignment Simply Mommy to Heroes Technology LLC#page1.tif | |
| source=4158-4242-8490, 1, Assignment Simply Mommy to Heroes Technology LLC#page2.tif | |
| source=4158-4242-8490, 1, Assignment Simply Mommy to Heroes Technology LLC#page3.tif | |
| source=4158-4242-8490, 1, Assignment Simply Mommy to Heroes Technology LLC#page4.tif | |
| source=4158-4242-8490, 1, Assignment Simply Mommy to Heroes Technology LLC#page5.tif | |

source=4158-4242-8490, 1, Assignment Simply Mommy to Heroes Technology LLC#page6.tif

source=4158-4242-8490, 1, Assignment Simply Mommy to Heroes Technology LLC#page7.tif

source=4158-4242-8490, 1, Assignment Simply Mommy to Heroes Technology LLC#page8.tif

source=4158-4242-8490, 1, Assignment Simply Mommy to Heroes Technology LLC#page9.tif

PATENT

REEL: 065109 FRAME: 0044

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment Agreement") is made and entered into effective as of June 16, 2023, by and between Simply Mommy, LLC, a Minnesota limited liability company ("Assignor"), and Heroes Technology (US) LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of an even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in all Intellectual Property Rights owned or purported to be owned by Assignor and all rights of Assignor under any license to which any Assignor is a party that relates to any licensed Intellectual Property Rights used by Assignor in the Business, including, without limitation, the items set forth on Annex A (collectively, the "Assigned IP").

WHEREAS, all capitalized terms used herein but not defined herein will have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee, and Assignee hereby accepts all of Assignor's right, title and interest in and to the Assigned IP, together with the goodwill of the business connected with the use of, and symbolized by the Assigned IP, effective as of the Effective Time, including the following:

- a) all (i) trademarks, and trademark applications and registrations, and all extensions and renewals thereof, set forth on Annex A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Annex A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing, and (ii) trademarks underlying the trademark registrations and applications set forth on Annex A;
- b) all domain name(s), websites, and any associated content set forth on Annex A;
- c) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on 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, 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. Further Actions. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any instruments or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee. These actions may include, but are not limited to, promptly (i) unlocking the domain name(s) and providing the authorization code for the domain name(s) to Assignee; (ii) executing, filing, and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain name(s) to Assignee.

3. Successors and Assigns. This IP Assignment Agreement will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

4. Counterparts. This IP Assignment Agreement may be executed in multiple counterparts, 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 delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

5. Severability. If any term or provision of this IP Assignment Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this IP Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Controlling Terms. Assignor and Assignee hereby agree and acknowledge that this IP Assignment Agreement is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement. In the event of any irreconcilable inconsistency between this IP Assignment Agreement and the Purchase Agreement, the Purchase Agreement shall control. Nothing in this IP Assignment Agreement is intended to modify, expand or limit the terms and conditions of the Purchase Agreement.

7. Governing Law; Forum; Waiver of Jury Trial. This IP Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment Agreement and the transactions contemplated hereby shall be governed by, construed and initiated in accordance with Section 7.5 of the Purchase Agreement.

[Signature Page Follows]

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

ASSIGNEE:

HEROES TECHNOLOGY (US) LLC

By: _____
Name:
Title:

ASSIGNOR:

SIMPLY MOMMY, LLC

**BY: PEAK 21 HOLDINGS, INC.
ITS: MANAGER**

By:  _____
Name: Eduardo Komagnoli
Title: Vice President

[Signature Page to IP Assignment Agreement]

Annex A

Intellectual Property

| id | title | inventor/author | priority date | filing/creation date | publication date | grant date |
|---------------|-------------------------------------|---------------------------|---------------|----------------------|------------------|------------|
| US-8024829-B2 | Weight activated restraining pillow | Mia Carr, Loretta E. Carr | 5/2/2008 | 5/2/2009 | 27/9/2011 | 27/9/2011 |
| US-D622087-S | Weight activated restraining pillow | Mia Carr, Loretta E. Carr | 5/2/2009 | 5/2/2009 | 24/8/2010 | 24/8/2010 |

| | | | | |
|---------------------------------------|---|------------------|-----------|-------------------------|
| Website | www.snugglemeorganic.com | Simply Mommy LLC | 24-Dec-23 | Managed through wix.com |
| Snuggle_me_organic Instagram Account | https://www.instagram.com/snuggle_me_organic/ | Simply Mommy LLC | | |
| Snuggle Me Organic Facebook Account | https://www.facebook.com/SnuggleMeOrganic/ | Simply Mommy LLC | | |
| - Snuggle Me Community Facebook Group | https://www.facebook.com/groups/snuggleme | Simply Mommy LLC | | |
| SnuggleMeOrganic TikTok Account | https://www.tiktok.com/@snugglemeorganic | Simply Mommy LLC | | |

| Registration office | Mark text | Classes | Product descriptions (English, unofficial) | Status | App. no. | Reg. no. | App. date | Reg. date | Owner |
|---------------------|--------------------|---------|--|--------|----------|----------|-----------|-----------|---------------------|
| Australia IPAU | SNUGGLE ME | 20 | [20]: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes. | Valid | 2057027 | 2057027 | 6/11/2019 | 6/11/2019 | Simply Mommy LLC US |
| Australia IPAU | SNUGGLE ME ORGANIC | 20 | [20]: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes made in whole or substantial part of organic materials. | Valid | 2058335 | 2058335 | 6/11/2019 | 6/11/2019 | Simply Mommy LLC US |

| Registration office | Mark text | Classes | Product descriptions (English, unofficial) | Status | App. no. | Reg. no. | App. date | Reg. date | Owner |
|---------------------|--------------------------|---------|--|--------|----------|------------|------------|-----------|---|
| Canada CIPO | SNUGGLE ME | 20 | [20]: Goods: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes. [20]: Goods: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes made in whole or substantial part of organic materials. | Valid | 2000888 | TMA1103812 | 6/11/2019 | 14/7/2021 | Simply Mommy LLC 24078 Greenway Rd., Suite 3 Forest Lake MN 55025, MN, US |
| Canada CIPO | SNUGGLE ME ORGANIC | 20 | [24]: white cloth strip, Textile banners or plastic, Shrouds, Marabouts [cloth], The baby with the package is, Baby sleeping bags, Quilt cover, Children with carpet, Cotton fabrics, Adhesive fabric for application by heat, handy and machinery embroidery picture, Woven felt, Household textiles, Door curtains, Textile made toilet cover, | Valid | 2002283 | TMA1103815 | 6/11/2019 | 14/7/2021 | Simply Mommy LLC 24260 Greenway Road, Suite E Forest Lake MN 55025, MN, US |
| China CNIPA | SNUGGLE ME | 24 | [20]: Playpens for babies, Infant anti roll pad, The baby's head shape pillow, Baby head support pad, Baby play mat, Pillows, Bolsters, Neck pillow, Cushions, Anticollision strip for crib fence (non bed fabric), | Valid | 50636150 | 50636150 | 22/10/2020 | 28/3/2022 | 简单妈咪有限责任公司 美国明尼苏达州55127 ， 白熊湖市， 森特维尔 路4444号130房间, MN, US |
| China CNIPA | SNUGGLE ME | 20 | | Valid | 46474147 | 46474147 | 20/5/2020 | 7/12/2021 | 简单妈咪有限责任公司 美国明尼苏达州55127 ， 白熊湖市， 森特维尔 路4444号130房间, MN, US |

| Registration office | Mark text | Classes | Product descriptions (English, unofficial) | Status | App. no. | Reg. no. | App. date | Reg. date | Owner |
|---------------------|--------------------------|---------|---|---------|----------|----------|------------|------------|--|
| China CNIPA | SNUGGLE ME | 24 | [20]: Playpens for babies, Infant anti roll pad, The baby's head shape pillow, Baby head support pad, Baby play mat, Pillows, Bolsters, Neck pillow, Cushions, Anticollision strip for crib fence (non bed fabric), [24]: The baby with the package is, Baby sleeping bags, Quilt cover, Children with carpet, Cotton fabrics, Adhesive fabric for application by heat, handy and machinery embroidery picture, Woven felt, Household textiles, Door curtains, Textile made toilet cover, Marabouts [cloth], white cloth strip, Textile banners or plastic, Shrouds, | Valid | 43203728 | 43203728 | 20/12/2019 | 21/10/2021 | 简单妈咪有限责任公司 美国明尼苏达州55127 白熊湖市, 森特维尔 路4444号130房间, MN, US |
| China CNIPA | SNUGGLE ME ORGANIC | 20 | [24]: The baby with the package is, Baby sleeping bags, Quilt cover, Children with carpet, Cotton fabrics, Adhesive fabric for application by heat, handy and machinery embroidery picture, Woven felt, Household textiles, Door curtains, Textile made toilet cover, Marabouts [cloth], white cloth strip, Textile banners or plastic, Shrouds, | Pending | 46478984 | 46478984 | 20/5/2020 | | 简单妈咪有限责任公司 美国明尼苏达州55127 白熊湖市, 森特维尔 路4444号130房间, MN, US |
| China CNIPA | SNUGGLE ME ORGANIC | 24 | [24]: The baby with the package is, Baby sleeping bags, Quilt cover, Children with carpet, Cotton fabrics, Adhesive fabric for application by heat, handy and machinery embroidery picture, Woven felt, Household textiles, Door curtains, Textile made toilet cover, Marabouts [cloth], white cloth strip, Textile banners or plastic, Shrouds, | Pending | 43203729 | 43203729 | 20/12/2019 | | 简单妈咪有限责任公司 美国明尼苏达州55127 白熊湖市, 森特维尔 路4444号130房间, MN, US |

| Registration office | Mark text | Classes | Product descriptions (English, unofficial) | Status | App. no. | Reg. no. | App. date | Reg. date | Owner |
|---|---------------------------------------|---------|---|--------|-----------------|----------|------------|------------|--|
| China CNIPA | SNUGGLEME | 20 | [20]: Playpens for babies , The baby's head shape pillow , Baby head support pad , Baby play mat , Pillows , Bolsters , Neck pillow , Cushions , Anticollision strip for crib fence (non bed fabric) , Infant anti roll pad , | Valid | 50651094 | 50651094 | 22/10/2020 | 7/2/2022 | 简单妈咪有限责任公司 美国明尼苏达州55127 ， 白熊湖市， 森特维尔 路4444号130房间， MN， US |
| Japan JPO | S N U G G L E M E | 20 | [20]: | Valid | 2019- 368552 | | 6/11/2019 | 14/5/2021 | Simply Mommy LLC |
| Japan JPO | S N U G G L E M E O R G A N I C | 20 | [20]: | Valid | 2019- 368690 | | 6/11/2019 | 14/5/2021 | Simply Mommy LLC |
| United States USPTO | SNUGGLE ME | 20 | [20]: pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes | Valid | 87379470 | 5310468 | 21/3/2017 | 17/10/2017 | Simply Mommy LLC 24078 Greenway Rd., Suite 3, 55025, Forest Lake, MN, US |
| United States USPTO | SNUGGLE ME ORGANIC | 20 | [20]: pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes made in whole or substantial part of organic materials | Valid | 88417324 | 6254087 | 6/5/2019 | 26/1/2021 | Simply Mommy LLC 55025, Forest Lake, MN, US |
| WIPO (Madrid) [AU, CA, EU, JP] | SNUGGLE ME | 20 | [20]: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes. | Valid | 1503286 | | 6/11/2019 | 17/6/2020 | Simply Mommy LLC 24078 Greenway Rd., Suite 3, 55025, Forest Lake MN, MN, US |

| Registration office | Mark text | Classes | Product descriptions (English, unofficial) | Status | App. no. | Reg. no. | App. date | Reg. date | Owner |
|-----------------------------------|--------------------------|---------|--|---------|----------------------------|----------|-----------|-----------|---|
| EUIPO | SNUGGLE ME ORGANIC | 20 | [20]: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes. | Valid | 1503729 | | | | Simply Mommy LLC 24078 Greenway Rd., Suite 3, 55025, Forest Lake MN, MN, US |
| EUIPO | SNUGGLE ME | 20 | [20]: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes. | Valid | 1503286 | | 6/11/2019 | 17/6/2020 | Simply Mommy LLC 24078 Greenway Rd., Suite 3, 55025, Forest Lake MN, MN, US |
| WIPO (Madrid) [AU, CA, EU, JP] | SNUGGLE ME ORGANIC | 20 | [20]: Pillows used for cradling, supporting, propping and feeding babies not for medical or therapeutic purposes made in whole or substantial part of organic materials. | Valid | 1503729 | | 6/11/2019 | 11/6/2020 | Simply Mommy LLC 24260 Greenway Road, Suite E, 55025, Forest Lake MN, MN, US |
| India | SNUGGLE ME | 20, 24 | | Pending | 5429095 | | 44680 | | Simply Mommy, LLC |
| India | SNUGGLE ME ORGANIC | 20, 24 | | Pending | 5429096 | | 44680 | | Simply Mommy, LLC |
| China CNIPA | SNUGGLE ME ORGANIC | 20 | | Invalid | IP-TMAP- 2003852- CN | G1503729 | | | Simply Mommy LLC |
| China CNIPA | SNUGGLE ME | 20 | | Invalid | IP-TMAP- 2003851- CN | G1503286 | | | Simply Mommy LLC |

PATENT

REEL: 065109 FRAME: 0053

RECORDED: 10/03/2023