

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8213191

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DOODLE & CO, LLC	07/31/2023
RECEIVING PARTY DATA	
Name:	STEVEN MITNICK
Street Address:	P.O. BOX 530, 49 OLD TURNPIKE ROAD
Internal Address:	C/O S. MITNICK LAW PC
City:	OLDWICK
State/Country:	NEW JERSEY
Postal Code:	08858
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9271900
Patent Number:	10076470
Patent Number:	D849958
Patent Number:	D861892
Patent Number:	D868272
Patent Number:	10751261
CORRESPONDENCE DATA	
Fax Number:	(212)292-5391
<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:	2122925390
Email:	mail@ipcounselors.com
Correspondent Name:	EPSTEIN DRANGEL LLP
Address Line 1:	60 EAST 42ND STREET
Address Line 2:	SUITE 1250
Address Line 4:	NEW YORK, NEW YORK 10165
NAME OF SUBMITTER:	ROBERT L. EPSTEIN
SIGNATURE:	/ROBERT L. EPSTEIN/
DATE SIGNED:	10/10/2023

Total Attachments: 17

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Steven Mitnick, Esq. (Attorney ID No. 013111981)
Marc D. Miceli, Esq. (Attorney ID No. 007701999)
SM LAW PC
49 Old Turnpike Road
P. O. Box 530
Oldwick, New Jersey 08858
(908) 572-7275

In the Matter of the General Assignment for the : SUPERIOR COURT OF NEW JERSEY
Benefit of Creditors of: : CHANCERY DIVISION: PROBATE PART
: UNION COUNTY
DODDLE & CO, LLC :
: Docket No. T0502
Assignor :
: On Assignment
-to- :
: STEVEN MITNICK, : NOTICE OF MOTION TO SELL CERTAIN
: ASSETS OF THE ASSIGNOR
Assignee :
: HEARING DATE: AUGUST 22, 2023 AT 9:00 A.M.
:

ORAL ARGUMENT IS NOT REQUESTED UNLESS AN OBJECTION IS FILED OR REQUESTED BY COURT

TO: ALL CREDITORS AND PARTIES IN INTEREST

SIRS:

PLEASE TAKE NOTICE that the undersigned, Assignee, shall move before the Honorable Robert J. Mega, Judge of the Superior Court of New Jersey, Union County Superior Court, 2 Broad Street, Elizabeth, New Jersey, on August 22, 2023 at 9:00 a.m., for an Order authorizing the Assignee to Sell Certain Assets of the Assignor.

PLEASE TAKE FURTHER NOTICE that in support of the within motion, the Assignee shall rely upon the annexed Certification of Assignee, Steven Mitnick, Esq.

PLEASE TAKE FURTHER NOTICE that the within motion is brought before the Court pursuant to Rule 1:6-2. A proposed form of Order is annexed.

Dated: July 31, 2023

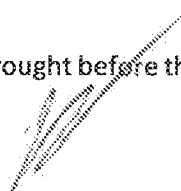

STEVEN MITNICK, ESQ.
Assignee for the Benefit of Creditors

Exhibit "A"

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "*Agreement*") is made as of 7/17/23 (the "*Effective Date*"), by and between Steven Mitnick, in in his sole and limited capacity as Assignee for the Benefit of Creditors of Doddle & Co., LLC ("*Seller*" or "*Assignee*") and D & Co USA LLC (the "*Buyer*").

RECITALS

A. Doddle & Co., LLC, a corporation authorized to do business in the State of New Jersey (the "*Assignor*"), has transferred ownership of all its right, title and interest in and to tangible and intangible assets to Seller, and in so doing has also designated Seller to act, pursuant to New Jersey law, as the Assignee for the Benefit of Creditors of Assignor. Such transfer was memorialized through the Deed of Assignment for the Benefit of Creditors (the "*General Assignment*") between Assignor and Seller, as assignee, dated as of January 5, 2023.

B. In connection with the General Assignment, Seller retained the services of Auction Advisors (the "*Auctioneer*").

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Assets (defined below), on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, Buyer and Seller hereby agree as follows:

1. **Purchase and Sale of Assets.** On the terms and subject to the conditions and other provisions set forth in this Agreement, Buyer hereby agrees to purchase and take possession of the assets at Buyer's sole expense and risk. The Assets will be sold, assigned, transferred and conveyed to Buyer "AS IS" and "WHERE IS", with no representations or warranties by the Assignee; provided, however that the Assets will not be subject to any pledges, liens, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements of any nature whatsoever, other than any warehouse or other similar liens that may exist on the inventory and/or moldings.

2. **Assets Defined.** The assets included in the sale are the assets identified in Schedule A. It is understood that the buyer will be responsible for gaining control of any assets identified and owned by Assignor that it wishes to obtain. Seller will use commercially reasonable efforts to put Buyer in touch with previous company executives to assist in the above process at Buyer's sole cost and expense. Risk and cost of any transfers shall fall on the Buyers.

3. **Sale Approval Order.** Without limiting the generality of the foregoing, the sale approval order (the "*Sale Approval Order*"), shall be acceptable in form and substance to Buyer and shall include the following provisions: (i) providing that Buyer shall not incur or be bound by any obligation or liability of the Assignor, and is purchasing the assets free and clear of any and all pledges, liens, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retentions, conditional sales or other security arrangements of any nature whatsoever, other than any warehouseman's liens or other similar liens on the inventory and/or moldings, and

(ii) approving the sale of the Assets to Buyer on the terms and conditions set forth in this Agreement and authorizing Seller to proceed with this transaction. The Assignee will use reasonable efforts to help the Buyer gain control of the Assets, including signing any necessary documents consistent with the Sale Approval Order. Buyer understands that this transaction is subject to higher and better offers until approved by the court; provided, however, that higher and better offers will be in increments of no less than \$4,000.

4. **Consideration.** In consideration of the sale, transfer, conveyance and assignment of all the Assets, Buyer shall pay \$40,000 (the "Purchase Price"). The Purchase Price will be submitted to the non-interest-bearing trust account of Steven Mitnick, as Assignee ("Escrow Agent") and held by Escrow Agent under this Agreement, which Deposit shall be released to Seller upon court approval.

5. **Termination; Return of Consideration.** The Buyer has the right but not the obligation to terminate this Agreement if a Sale Approval Order is not issued by the Court within 60 days of the date hereof. If the Buyer exercises its right to terminate this Agreement, it must provide written notice to the Assignee and the Assignee must then promptly (no later than 15 days after notice is sent) return the Consideration to the Buyer.

6. **Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties regarding the sale and purchase of the Assets and supersedes any and all prior representations, warranties, agreements and understandings, whether written or oral, concerning the sale and/or purchase of the Assets.

7. **No Oral Modification.** This Agreement may only be amended in writing signed by both Parties.

8. **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey. All claims between the parties shall be decided by the Court and the parties submit to the jurisdiction of the Court and waive any and all challenges to personal jurisdiction or venue.

9. **Voluntary Execution of Agreement.** This Agreement is executed voluntarily and without any duress or undue influence on the part or on behalf of the Parties hereto.

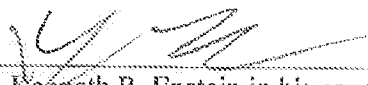
10. **Due Execution; Validly Binding Agreement.** The Parties have all necessary power and authority to enter into this Agreement. This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Parties, enforceable against them in accordance with its terms. Notwithstanding the foregoing or anything else contained herein, with respect to enforcement against the Seller, the effectiveness of this Agreement, all of the terms hereof, and any transactions contemplated hereby is subject to Court approval.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of

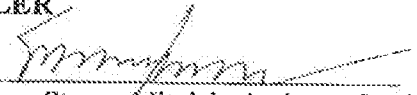
electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date and year provided above.

PURCHASER

By: 
Name: Kenneth R. Epstein in his capacity as
Managing Member of the Buyer, D & Co USA
LLC

SELLER

By: 
Name: Steven Mitnick, Assignee for the
Benefit of Creditors

SCHEDULE A

PATENTS

Jurisdiction	Title	Patent No.	Type	Issue Date
US	Hygienic Pacifier Apparatus and Method	9271900	Utility	03/01/2016
US	HYGIENIC PACIFIER APPARATUS AND METHOD	10076470	Utility	09/18/2018
US	HYGIENIC PACIFIER	D849958	Design	05/28/2019
CA	HYGIENIC PACIFIER	174215	Design	12/18/2017
EM	HYGIENIC PACIFIER	003860386	Design	04/18/2017
GB	HYGIENIC PACIFIER	90038603860001	Design	04/18/2017
US	INFANT TEETHER	D861892	Design	10/01/2019
US	INFANT TEETHER	D868272	Design	11/26/2019
CN	INFANT TEETHER	CN304928465S	Design	12/4/2018

EM	INFANT TEETHER	005235728-0001/- 0004	Design	04/16/2018
GB	INFANT TEETHER	90052357280001/- 0004	Design	04/16/2018
US	HYGIENIC PACIFIER WITH ANNULAR SHIELD FOLDING STRUCTURE AND METHOD OF MANUFACTURING SAME	10751261	Utility	08/25/2020

TRADEMARKS

Jurisdiction	Mark	Registration No.	Issue Date
US	DODDLE & CO.	5318855	October 24, 2017
US	DODDLE & CO.	6108175	July 21, 2020
US	POP	5196899	May 2, 2017
US	THE CHEW	5577551	October 2, 2018
CN	DODDLE & CO. THE POP	23261388	March 14, 2018
AU	DODDLE & CO.	1900907	January 18, 2018
AU	POP	1900908	January 18, 2018
EM	DODDLE & CO.	017702077	August 23, 2018
GB	DODDLE & CO.	UK00917702077	August 23, 2018
EM	POP	017702069	May 2, 2018
GB	POP	UK00917702069	May 2, 2018

Pending Design Patents

* Filing information required

Ant Teether*
Butterfly Teether*
Turtle Teether*
Holland Pacifier*
Tokyo Pacifier*
London Pacifier*

MISCELLLEANOUS

1. All inventory (whether listed in the due diligence data room or not)*
2. Tools/Moldings in Chinese factory or elsewhere*
3. URLs and website(s)
4. Amazon account(s)
5. Social Media Accounts
6. Plans and concepts in pipeline for development
7. Customer lists and product designs
8. Trade secrets, licenses, trade names
9. Good will and other related assets
10. Physical and electronic files (other than confidential employee personal and professional information) in the possession and control of the Assignee
11. Any other assets of the company not identified above.

* These assets may be subject to a warehouse or other similar lien.

Exhibit "B"

INVOICE

AuctionAdvisors, LLC.
26 Park Street, Ste 2200
Montclair, NJ 07042

oklein@auctionadvisors.com
973-753-1313
http://www.AuctionAdvisors.com



Steven Mitnick, Assignee

Bill to

Steven Mitnick, Assignee
c/o SM LAW PC
49 Old Turnpike Road
Oldwick, NJ 08858

Ship to

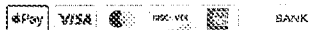
Steven Mitnick, Assignee
c/o SM LAW PC
49 Old Turnpike Road
Oldwick, NJ 08858

Invoice details

Invoice no.: 1592
Terms: Due on Confirmation
Invoice date: 07/19/2023
Due date: 08/31/2023

Product or service	Amount
1. Services RE Duddle and Co: Evaluation of inventory located at Ryder/Whiplash in Salt Lake City and China Facility. Calls with various parties to review inventory, confirm data and outstanding amounts due.	\$3,245.00
2. Services RE Duddle and Co: Multiple interviews with Assignor to facilitate the transfer of digital assets to Assignee and potential purchasers. Review of intellectual property to determine assets to be monetized.	\$5,310.00
3. Commission RE Duddle and Co: Preparation of marketing materials and data room. Marketing of offering to prospective purchasers using various methods including social media, email blasts, and direct outreach to targeted prospects. Conducting sale and fielding offers. Securing Buyer for sale of assets. 20% of final sale \$40,000.	\$8,000.00
Total	\$16,555.00

Ways to pay




Steven Mitnick, Esq. (Attorney ID No. 013111981)
Marc D. Miceli, Esq. (Attorney ID No. 007701999)
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49 Old Turnpike Road
P. O. Box 530
Oldwick, New Jersey 08858
(908) 572-7275

In the Matter of the General Assignment for the	:	SUPERIOR COURT OF NEW JERSEY
Benefit of Creditors of:	:	CHANCERY DIVISION: PROBATE PART
	:	UNION COUNTY
DODDLE & CO, LLC,	:	
	:	Docket No. T0502
Assignor	:	On Assignment
-to-	:	
STEVEN MITNICK,	:	CERTIFICATION OF MAILING OF MOTION TO SELL
Assignee	:	CERTAIN ASSETS OF THE ASSIGNOR
	:	

I, Lindsay Adams, hereby certify

1. I am employed as a paralegal by the law firm of S. Mitnick Law PC in the within matter.
2. On July 31, 2023, I mailed a copy of the within Notice of to Sell Certain Assets of the Assignor to the parties of the attached service list via United States Postal Service first class, certified mail.
3. I certify that the foregoing statements are true, and further, that if any of the foregoing statements are willfully false, I am subject to punishment.


LINDSAY ADAMS

Dated: July 31, 2023

STATE OF NEW JERSEY
Div. of Taxation/Compliance Activity
P.O. Box 245
Trenton, New Jersey 08646

ATTORNEY GENERAL
State of New Jersey
CN 080
Trenton, New Jersey 08625

INTERNAL REVENUE SERVICE
Holtsville, New York 00501

UNITED STATES ATTORNEY
District of New Jersey
970 Broad Street
Newark, New Jersey 07102

DEPARTMENT OF TREASURY
Internal Revenue Service
1 Newark Center, Suite 1500
Newark, New Jersey 07101

INTERNAL REVENUE
Special Procedures
955 Springfield Avenue, Fl. 3
Springfield, New Jersey 07081

STATE OF NEW JERSEY
Sales and Use Tax
CN 999
Trenton, New Jersey 08646

U. S. ATTORNEY GENERAL
Constitution Avenue
10th NW
Washington, D. C. 20530

STATE OF NEW JERSEY
Gross Income Tax
CN248
Trenton, New Jersey 08646

NEW JERSEY DEPT OF LABOR
Division of Employer Accounts
P.O. Box 379
Trenton, New Jersey 08625

NJ DIV. OF TAXATION/Bulk Sales
CN 245
Trenton, New Jersey 08625

INTERNAL REVENUE SERVICE
P. O. Box 7436
Philadelphia, PA 19101

UNITED STATES ATTORNEY
(For Internal Revenue Service)
970 Broad Street, 5th Floor
Newark, New Jersey 07102

Office of Chief Counsel / IRS
SB/SE Division Counsel
One Newark Center, Suite 1500
Newark, New Jersey 07102-5224

ASSISTANT ATTORNEY GENERAL
Department of Justice, Tax Division
Civil Trial Section, Eastern Region
P. O. Box 227, Ben Franklin Station
Washington, D. C. 20044

ATTORNEY GENERAL'S OFFICE
NJ Attorney General's Office of Law
P. O. Box 119
Trenton, New Jersey 08625

U. S. ENVIRONMENTAL PROTECTION
AGENCY/Region 2
290 Broadway, 17th Floor
New York, New York, 10007-1866

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Liquidity Solutions, Inc.
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Hackensack, NJ 07601

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Oak Point Partners, Inc.
45 W. 60th Street
New York, NY 10032

Joel Piekarski, President
Signature Services
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North Canton, OH 44720

Kenneth L. Baum, Esq.
LAW OFFICES OF KENNETH L. BAUM LLC
167 Main Street
Hackensack, New Jersey 07601

Melissa Dardani
MD Consulting and Advisory Services
800 Denow Road, Suite C342
Pennington, NJ 08534

Alan Atkins
A. Atkins Appraisal Corp.
122 Clinton Rd.
Fairfield, NJ 07004

Oren Klein
AuctionAdvisors
26 Park Street, Suite 2200
Montclair, NJ 07042

U.S. Small Business Administration
2 North 20th Street, Suite 320
Birmingham, AL 35203

SBA EIDL Loan
U.S. Small Business Administration
P.O. Box 3918
Portland, OR 97208-3918

Lawrence Todd Budge
85 Lone Hollow
Sandy, UT 84092

Levine Jacobs CPA
Charles F. Ott, Managing Member
333 Eisenhower Parkway
Livingston, NJ 07039-1722

Fineline Tech
P.O. Box 934219
Atlanta, GA 31193-4219

American Express
P.O. Box 1270
Newark, NJ 07101-1270

Brown Moskowitz & Kallen P.C.
Norman D. Kallen, Partner
One Main Street, Suite 101
Chatham, NJ 07928

Commerce Technologies
25736 Network Place
Chicago, IL 60673-1257

RyderECommerce by Whiplash (Enlink)
6935 W 2100 S
West Valley City, UT 84120

Joity, Inc.
714 Parkway Terrace
Alexandria, VA 22302

SPS Commerce, Inc.
P.O. Box 205782
Dallas, TX 75320-5782

Sporting Strategies- NYC
1st Choice Accounting Inc.
1460 Broadway
New York, NY 10036

Accelerated Insurance Group
10700 East Geddes Avenue, Suite 150
Englewood, CO 80112

The Hartford
1 Hartford Plaza
Hartford, CT 06155

Utah Tax Commission
Attn: Master File
210 North 1950 West
Salt Lake City, UT 84134-3310

D & Co USA LLC
239 East 79th Street
Apt 10F
New York, NY 10075.
Attn: Kenneth Epstein

Steven Mitnick, Esq. (Attorney ID No. 013111981)
 Marc D. Miceli, Esq. (Attorney ID No. 007701999)
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In the Matter of the General Assignment for the	:	SUPERIOR COURT OF NEW JERSEY
Benefit of Creditors of:	:	CHANCERY DIVISION: PROBATE PART
	:	UNION COUNTY
DODDLE & CO, LLC,	:	
	:	Docket No. T0502
Assignor	:	
-to-	:	On Assignment
	:	
STEVEN MITNICK,	:	ORDER TO SELL CERTAIN ASSETS OF THE
	:	ASSIGNOR
Assignee	:	
	:	
	:	

THIS MATTER having been opened to the Court on a notice of motion filed by the Assignee, and the Court having considered the motion, any responses filed , and after conducting a hearing and good cause having been shown,

IT IS on this day of 2023;

ORDERED that:

1. The sale of certain assets of Doddle & Co, LLC in the amount of \$40,000.00 pursuant to the Asset Purchase Agreement to D & Co USA LLC is hereby approved.
2. This sale shall be free of any liens, claims and encumbrances of any type.
3. The Assignee is authorized to execute any documents necessary to effectuate and consummate the sale and transfer of the assets.
4. The Assignee is authorized to make payment to the Auctioneer, AuctionAdvisors, in the amount of \$16,555.00.

 JSC