

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607723

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bambinos!, LLC		10/20/2020	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ginsey Industries, Inc.		
<b>Street Address:</b>	2078 CENTER SQUARE RD		
<b>City:</b>	Swedesboro		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08085		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4155788	BAMBINOS!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159814750		
<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>			
<b>Phone:</b>	215.981.4927		
<b>Email:</b>	michael.tier@troutman.com		
<b>Correspondent Name:</b>	Troutman Pepper Hamilton Sanders LLP		
<b>Address Line 1:</b>	3000 TWO LOGAN SQUARE		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	136214.1		
<b>NAME OF SUBMITTER:</b>	Michael Tier		
<b>SIGNATURE:</b>	/Michael Tier/		
<b>DATE SIGNED:</b>	11/09/2020		
<b>Total Attachments: 20</b>			
source=Asset Purchase Agreement - Bambinos to Ginsey#page1.tif			
source=Asset Purchase Agreement - Bambinos to Ginsey#page2.tif			
source=Asset Purchase Agreement - Bambinos to Ginsey#page3.tif			
source=Asset Purchase Agreement - Bambinos to Ginsey#page4.tif			

CH \$40.00 4155788

source=Asset Purchase Agreement - Bambinos to Ginsey#page5.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page6.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page7.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page8.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page9.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page10.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page11.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page12.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page13.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page14.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page15.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page16.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page17.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page18.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page19.tif  
source=Asset Purchase Agreement - Bambinos to Ginsey#page20.tif

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "*Agreement*") is made as of this \_\_\_ day of October 2020 ("*Effective Date*"), by and between Bambinos!, LLC a Colorado limited liability company having a principal place of business located at 1942 Broadway St Ste 314C ("*Bambinos*"), and Ginsey Industries, Inc., a Pennsylvania corporation having a principal place of business located at 2078 Center Square Rd., Swedesboro, NJ 08085 ("*Ginsey*"). Boulder, Co  
80302

### RECITALS

WHEREAS, the parties desire to enter into this Agreement pursuant to which Bambinos will sell to Ginsey, and Ginsey will purchase from Bambinos, the Purchased Assets (as defined herein).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

### SECTION I PURCHASE AND SALE OF ASSETS

1.1. Purchase and Sale of Assets. At the Closing (as defined in Section 3.1), Bambinos shall grant, sell, assign, transfer and deliver to Ginsey, and Ginsey shall purchase and acquire from Bambinos, all of Bambinos's right, title and interest in, to and under the Bambinos Intellectual Property (as defined in Section 4.9.1), Inventory (as described on Schedule 4.9.2), and Intellectual Property Agreements (as defined in Section 4.9.4) (collectively, the "*Purchased Assets*"), free and clear of all liens, charges, security interests, encumbrances, pledges, restrictions and claims of every kind (collectively, "*Liens*"), on the terms and subject to the conditions set forth in this Agreement.

1.2. No Assumed Liabilities. Notwithstanding any provision to the contrary in this Agreement, Ginsey is not assuming any liability or obligation of Bambinos or any other person or entity of whatever nature whether presently in existence or arising or asserted hereafter. Without limiting the generality of the foregoing, Ginsey is not assuming any liability in respect of i) any agreements or contracts of Bambinos or any other person or entity, whether or not related to the Purchased Assets, or ii) any product liability or regulatory claims with respect to the Product (as defined in Section 2.1) as sold or offered for sale by Bambinos prior to the Closing. All such liabilities and obligations described in this Section 1.2 (collectively, the "*Excluded Liabilities*") shall be retained by, remain obligations and liabilities of, and be discharged when due and payable by, Bambinos or such other person or entity.

### SECTION II PURCHASE PRICE

2.1. Purchase Price. Ginsey shall pay to Bambinos or its assignee the sum of four percent (4%) of Ginsey's net sales of the product known as the Bambinos! table top clip-on tray, as pictured in Exhibit A (the "*Product*") that occur following the Effective Date of this Agreement and for as long as Ginsey continues to sell the Product ("*Royalty Payments*"). Net

sales shall be calculated by Ginsey in its sole discretion using its customary calculation methodology which takes into account certain deductions from gross sales, such as product returns and credit card processing fees. Royalty Payments will be paid within 30 days following the end of each calendar quarter. There are no guaranteed minimum payments to Bambinos or its assignee, and Ginsey has sole discretion concerning whether to sell and where, when and how to sell, the Product.

2.2. Taxes. Ginsey shall be entitled to withhold from any amounts payable by Ginsey pursuant to this Agreement the amount of any taxes that Ginsey and/or its affiliates are required to withhold with respect to such payments, if any, pursuant to applicable law. If Ginsey so withholds any such amounts, such amounts shall be treated for all purposes of this Agreement as having been paid to Bambinos, and such withholdings shall be paid over to the applicable governmental authorities. Bambinos or its assignee is responsible for all taxes arising from or related to Royalty Payments it receives.

### SECTION III CLOSING DELIVERIES

3.1. The Closing. The closing of the purchase and sale of the Purchased Assets (the "Closing") shall take place on the date hereof by electronic or facsimile exchange of signature pages to this Agreement and the other agreements, documents and instruments to be executed and delivered in connection with the Closing (collectively, the "Transaction Documents"). The date on which the Closing occurs is hereinafter referred to as the "Closing Date".

3.2. Closing Deliveries. At the Closing:

3.2.1. Bambinos shall deliver (or cause to be delivered) to Ginsey:

(a) an Assignment, in the form attached hereto as Exhibit B, duly executed by Bambinos, pursuant to which Bambinos acknowledges and confirms that as between Bambinos and Ginsey, all right, title and interest in or to any of the Purchased Assets is assigned to and resides exclusively with Ginsey;

(b) a confirmation and acknowledgement of ownership agreement, in the form attached hereto as Exhibit C, duly executed by Megan Streit (on behalf of herself) ("Streit") and Ginsey, pursuant to which Streit acknowledges and confirms that as among Streit, Bambinos and Ginsey, all right title and interest in or to any of the Purchased Assets resides exclusively with Ginsey; and

(c) such other agreements, instruments, documents, materials and account credentials, or take such actions, which Ginsey may reasonably deem necessary in order to carry out the intent and purposes of this Agreement.

3.2.2. Ginsey shall deliver to Bambinos the Closing Payment.

**SECTION IV  
REPRESENTATIONS AND WARRANTIES OF SELLER**

Bambinos hereby represents and warrants to Ginsey as follows:

4.1. Authority; Enforceability; No Conflict. This Agreement and each of the other Transaction Documents to which Bambinos is a party have been duly executed and delivered by Bambinos and constitute a legal, valid and binding obligation, enforceable against Bambinos in accordance with their terms. Megan Streit is the majority owner of Bambinos and has sole and exclusive authority concerning Bambinos entering into this Agreement. Bambinos is in good standing as a duly organized limited liability company under the laws of Colorado, has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement and each of the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Documents, and the consummation of the purchase and sale of the Purchased Assets, will not, directly or indirectly, (i) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice, consent or waiver under any contract, lease, sublease, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money to which Bambinos is a party or by which Bambinos is bound or to which any of the Purchased Assets are subject, (ii) result in the imposition of any Lien upon any of the Purchased Assets or (iii) violate any law, order, writ, injunction, decree, rule or regulation applicable to Bambinos or the Purchased Assets.

4.2. Broker's or Finder's Fees. No person or entity acting on behalf of Bambinos is, or will be, entitled to any commission or broker's or finder's fees in connection with the Closing or the consummation of the Contemplated Transactions.

4.3. Compliance with Laws. Bambinos is, and at all times has been, in compliance in all material respects with all, and not in violation in any material respect of any, and has not received any claim or notice that it is not in compliance with, or that it is in violation of, any law or any order to which any of the Purchased Assets are subject.

4.4. Restrictions. There are no licenses, options, Liens, rights of third parties, disputes, royalty obligations, proceedings or claims relating to, affecting, or limiting any of the Purchased Assets.

4.5. No Consents. No consent, approval or authorization of, or declaration or filing with, any governmental authority or other third party is required on the part of Bambinos in connection with its execution, delivery, and performance of this Agreement or any other Transaction Document.

4.6. Contracts. Except as otherwise disclosed under Section 4.9.4, there are no licenses, contracts or other agreements to which Bambinos is a party or by or to which any property of Bambinos is otherwise bound or subject that relate to any of the Purchased Assets.

4.7. Title to Assets. Bambinos possesses good and marketable title to all of the Purchased Assets. Bambinos solely and exclusively owns all of the Purchased Assets, free and

clear of all Liens. Upon the execution and delivery of this Agreement by each of the parties, Ginsey will obtain good and marketable title to the Purchased Assets, free and clear of all Liens.

4.8. Litigation. There are no suits or actions, administrative, arbitration or other proceedings, or governmental investigations pending or threatened against or affecting Bambinos with respect to any of the Purchased Assets. No person has notified Bambinos in writing of any claim against Bambinos alleging any personal property or economic injury, loss or damage incurred as a result of or relating to any of the Purchased Assets. There is no judgment, order, injunction, decree, writ or award against Bambinos that is not satisfied and remains outstanding with respect to any of the Purchased Assets.

4.9. Intellectual Property and Inventory.

4.9.1. For purposes of this Agreement, "***Bambinos Intellectual Property***" means any and all intellectual property or other similar rights anywhere in the world owned by Bambinos, including, without limitation: (i) any patents, trade secrets, copyrights or trademarks (including all goodwill), in each case whether or not registered or issued; (ii) inventions (whether patentable or not), data, data bases, instructions, processes, methods, formulae, materials, formulations, concepts, ideas, invention disclosures, improvements, proprietary information, know-how, technology and technical data; (iii) any applications, registrations, provisional applications or other filings for, or to obtain, protect, perfect, or secure any of the foregoing; (iv) software and Internet domain names; (iv) all Product drawings, Product packaging, Product molds, Product social media accounts (including content) and e-commerce accounts (such as Amazon); and (v) all rights to pursue, recover and retain damages, costs and attorneys' fees for past, present and future infringement or misappropriations of the foregoing.

4.9.2. For purposes of this Agreement, "***Inventory***" means the inventory of goods described on Schedule 4.9.2. Schedule 4.9.2 also sets forth a correct and complete list of all Intellectual Property applications and registrations included in the Purchased Assets ("***Bambinos Applications and Registrations***"). Except for Bambinos and Streit, no person or entity has developed, contributed to the development of, or otherwise been involved with the creation or development of, whether solely or jointly with others, any Purchased Assets.

4.9.3. There are no claims, oppositions, interferences or re-examinations settled, pending or threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any person or entity by Bambinos or otherwise relating to any of the Purchased Assets; (ii) challenging the validity, enforceability, registrability or ownership of any Purchased Assets, or Bambinos's rights with respect to any Purchased Assets or (iii) by Bambinos or any other person or entity alleging any infringement, misappropriation, dilution or violation by any person or entity of any Purchased Assets.

4.9.4. To the knowledge of Bambinos, none of the Purchased Assets, nor the practice, development, use, manufacture, sale or import of any of the foregoing, infringes, conflicts with, misappropriates, dilutes or violates in any material respect, and Bambinos has not received any notice of infringement of, conflict with, misappropriation of, dilution of or violation of, any license, patent, copyright, trademark, service mark or other Intellectual Property right of

any third party and, to the knowledge of Bambinos, there has not been and is not currently any infringement, misappropriation, dilution, violation or unauthorized use by any third party of any of the Purchased Assets.

4.9.5. For purposes of this Agreement, "*Intellectual Property Agreements*" means all licenses, sublicenses, consent to use agreements, permissions, and other contracts and agreements, whether written or oral, relating to the Purchased Assets. Schedule 4.9.4 sets forth a complete list of all Intellectual Property Agreements. Bambinos possesses all necessary licenses under the Intellectual Property Agreements to use and exploit third party Intellectual Property used in or necessary for the Purchased Assets. Except as set forth on Schedule 4.9.4, no third party assets, tangible or intangible, or Intellectual Property was used to develop, or is necessary for the Purchased Assets and there are no Intellectual Property Agreements to which Bambinos or any third party is bound. Bambinos and all third parties are in full compliance with any and all terms of Intellectual Property Agreements.

## SECTION V REPRESENTATIONS AND WARRANTIES OF BUYER

5.1. Organization and Qualification; No Restrictions. Ginsey is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania and has all requisite corporate power and authority to own, lease and operate its properties and all assets as they are now owned, leased and operated, and to conduct its business as it is now being conducted in all jurisdictions where business is conducted, and is duly qualified and in good standing in each jurisdiction in which the nature of its business or the ownership of its assets makes such qualification necessary. Neither the execution and delivery of this Agreement or any other Transaction Document to which Ginsey is a party will, directly or indirectly, (i) contravene, conflict with, or result in a violation of the Certificate of Incorporation or bylaws of Ginsey, or any resolution adopted by the directors of Ginsey; (ii) contravene, conflict with, or result in a violation of any statute, rule, regulation, order or decree of any public body or authority by which Ginsey or any of its assets are bound; or (iii) contravene, conflict with, result in a violation or breach of, or constitute a default under, any contract to which Ginsey is a party or by which it is bound.

5.2. Enforceability. Ginsey has the corporate power and authority to make, execute, deliver and perform this Agreement in accordance with its terms. This Agreement and each Transaction Document to which Ginsey is a party has been duly executed and delivered by Ginsey and constitutes the legal, valid and binding obligation of Ginsey, enforceable against Ginsey in accordance with its terms.

## SECTION VI COVENANTS OF SELLER

6.1. Further Assurances. Bambinos and Streit shall from time to time after the Closing at the reasonable request of Ginsey and without further consideration take such actions and execute and deliver such further instrumentation of transfer and assignment as may be reasonably necessary to vest in Ginsey all worldwide right, title and interest in and to the Purchased Assets, free and clear of all Liens.

6.2. Assignment of Intellectual Property. Bambinos and Streit covenant and agree at all times following the Closing Date to provide reasonable assistance to Ginsey or its designees, at Ginsey's expense, in acquiring and maintaining patent, copyright, trade secret, and trade mark and other analogous intellectual property protection upon, and confirming Ginsey's right, title and interest in and to, any and all Purchased Assets. Bambinos's assistance shall include, but not be limited to, making all lawful oaths and declarations, signing documents, providing reasonable cooperation in legal proceedings, and taking any and all other actions considered reasonably necessary or desirable by Ginsey to achieve these purposes. If Ginsey is unable after reasonable effort to secure Bambinos's or Streit's signature on any documents deemed reasonably necessary or desirable by Ginsey for the purposes relating to this Section 6.2, for any other reason whatsoever, Bambinos and Streit hereby irrevocably designate and appoint Ginsey and its duly authorized officers and agents as Bambinos's and Streit's agent and attorney-in-fact, to act for and in Bambinos's and Streit's behalf and stead to sign and file any such documents and to do all other lawfully permitted acts to further the prosecution and issuance and securing of any such intellectual property protection, with the same legal force and effect as if signed or done by Bambinos or Streit.

## SECTION VII SURVIVAL; INDEMNIFICATION

7.1. Survival. The representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the Closing.

7.2. Indemnification. Each of the parties shall indemnify, defend and hold harmless the other party, and the other party's affiliates, from and against any and all losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees and disbursements and other expenses incurred in connection with investigating, preparing, settling or defending any pending or threatened action, claim or proceeding (including those brought by third parties)), and the costs of enforcement hereof (collectively, "*Losses*"), which such indemnified party may suffer, or to which such indemnified party may become subject, as a result of (i) any breach of any representation or warranty made in this Agreement, and (ii) any breach or failure to satisfy any covenant to be performed by the indemnifying party pursuant to this Agreement. In addition to the foregoing indemnification obligations, Bambinos and Streit shall indemnify, defend and hold harmless Ginsey and its affiliates from and against any and all Losses which Ginsey and its affiliates may suffer, or to which Ginsey and/or its affiliates may become subject, arising out of any claims (third party or otherwise) related to the Excluded Liabilities. In the event any litigation or other dispute resolution process is commenced by Bambinos or Ginsey arising out of this Agreement, the prevailing party or parties shall be entitled to costs of suit, including reasonable attorneys' fees and costs, incurred in connection with such litigation or dispute resolution.

## SECTION VIII MISCELLANEOUS

8.1. Expenses. The parties hereto shall pay all of their own expenses relating to the purchase and sale of the Purchased Assets.



8.2. Governing Law; Jurisdiction. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of New Jersey, without reference to conflict of law principles. The parties hereby irrevocably and unconditionally (i) submit in any legal action or proceeding relating to this Agreement or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the federal and state courts of the State of New Jersey; and (ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it or he may now or hereafter had to the venue of any such action or proceeding and any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same.

8.3. Captions. The Section captions used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

8.4. Notices. All notices and other communications hereunder shall be in writing and shall be deemed delivered if delivered personally (upon receipt) by commercial overnight courier service to the parties' addresses set forth on the signature page hereto, or such other address as shall be furnished in writing by any such party from time to time in accordance with this Section 8.4.

8.5. Parties in Interest. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

8.6. No Waiver of Rights. No failure to exercise and no delay in exercising any right, power or privilege hereunder on the part of any party shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other further exercise of any right, power or privilege. The rights and remedies contained herein are cumulative and, except as otherwise provided herein, are not exclusive of any rights or remedies provided by law. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

8.7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument. Any signatory may execute this Agreement by facsimile signature, which signature shall be considered the equivalent of original for all purposes.

8.8. Entire Agreement. This Agreement and the other Transaction Documents contain the entire understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior agreements and understandings between or among the parties with respect to such subject matter.

8.9. Amendments. This Agreement may not be changed, modified or amended orally, and none of the terms hereof may be waived, except by an agreement in writing signed by Ginsey and Bambinos.

8.10. Assignment. This Agreement and the rights and duties appertaining hereto may not be assigned by either party without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld. Any such purported assignment without the written consent of the other party shall be null and void. Notwithstanding the foregoing, Ginsey may assign this Agreement without the consent of Bambinos (i) to a purchaser, merging entity, consolidating corporation, acquirer of all or substantially all of its assets and/or pursuant to any reorganization of Ginsey or (ii) to an affiliate of Ginsey.

8.11. No Third-Party Beneficiaries. Nothing in this Agreement will be construed as giving any person or entity other than the parties hereto and their permitted successors and assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

8.12. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or such provision, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.13. Public Disclosure. Ginsey may, in its sole discretion, issue any press release or otherwise make any public statement or make any other public (or non-confidential) disclosure (whether or not in response to an inquiry) regarding the terms of this Agreement.

*{Signature page follows}*

IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be duly executed as of the date first written above.

Bambinos!, LLC:

By: M. Wilson  
Name: Megan Streit Wilson  
Title: President  
Date: 10/20/2020

Address: 1942 Broadway St. Ste 314 C  
Boulder, Colorado 80302

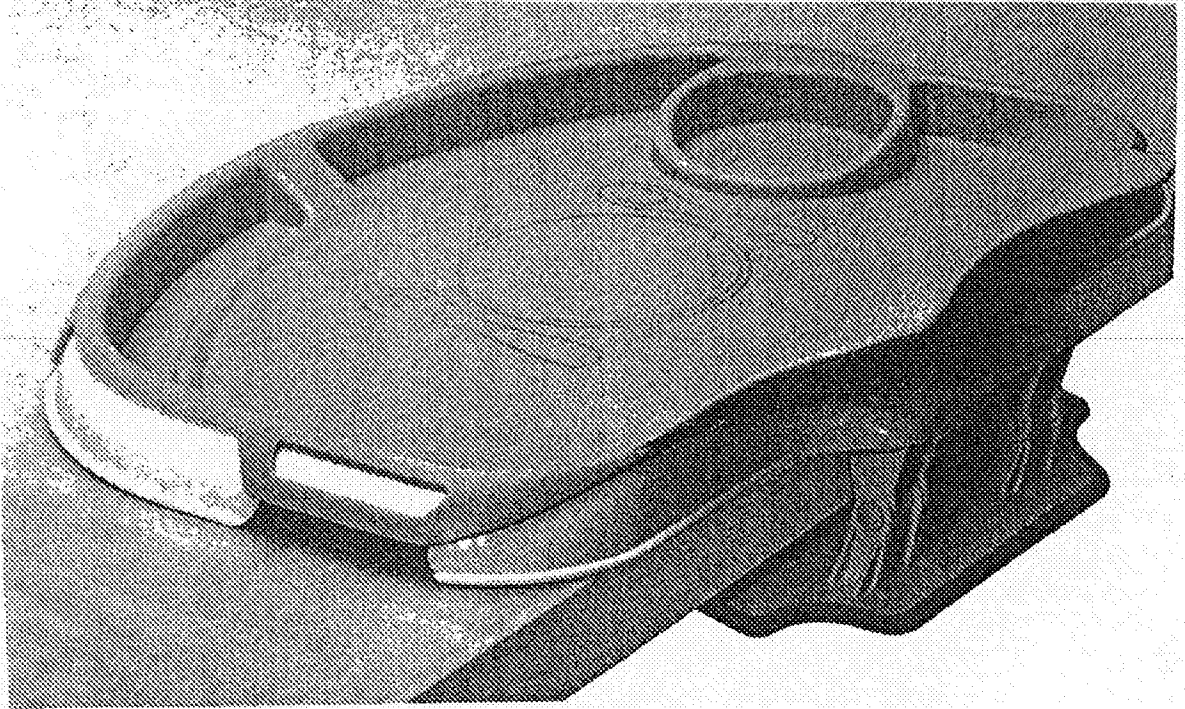
Ginsey Industries, Inc.:

By: George Valletti  
Name: George Valletti  
Title: CFO/COO  
Date: 10/21/2020

Address: 1078 Center Square Road  
Swedesboro, NJ 08085

Exhibit A

PRODUCT PICTURES



45 20129531 x3

**Exhibit B**  
**Intellectual Property Assignment**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "*IP Assignment*") is entered into as of October 20, 2020, by and between Bambinos!, LLC a Colorado limited liability company having a principal place of business located at 1942 Broadway Boulder, Co ("*Assignor*"), and Ginsey Industries, Inc., a Pennsylvania corporation having a principal place of business located at 2078 Center Square Rd., Swedesboro, NJ 08085 ("*Assignee*"). Capitalized terms used but not defined in this IP Assignment shall have the same meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of October 20, 2020, by and between Assignor and Assignee (the "*Purchase Agreement*"), Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of its intellectual property assets and intellectual property agreements, and has agreed to execute and deliver this IP Assignment, for recording with the United States patent and trademark office, the United States copyright office, and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of and pursuant to the terms and conditions set forth in the Purchase Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

I. Assignment. Upon and subject to the terms and conditions of the Purchase Agreement and this IP Assignment, Assignor hereby irrevocably conveys, transfers, assigns, grants and delivers to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title and interest in and to the following:

a. any and all trademarks, including, but not limited to the trademark registrations set forth on Schedule A to Exhibit B hereto, together with the goodwill of the business connected with the use of, and symbolized by the trademarks;;(b) any and all copyrights related to the acquired assets;

b. any and all patents, design patents, design rights, registered designs, utility models, and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof and equivalent or similar rights in inventions and discoveries anywhere in the world, including invention disclosures and all patents and patent applications set forth on Schedule A to Exhibit B;

c. 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, including, without limitation, rights to recover for past, present and future violations thereof;

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, arising out of 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, dilution, 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 damage.

2. Recordation and Further Action. Assignor hereby authorizes the commissioner for patents and trademarks in the United States patents and trademark office, the register of copyrights in the United States copyright office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Assignee. From time to time at Assignee's request, without further consideration, Assignor shall execute, acknowledge and deliver to Assignee or file, or shall cause to be executed, acknowledged, delivered or filed, such other deeds, transfers, conveyance or assignments and shall take, or cause to be taken, such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may request in order to effectuate, evidence, or perfect the assignment of the intellectual property assets and intellectual property agreements and all documents, instruments, materials and information relating thereto.

3. Terms of the Asset Purchase Agreement; Entire Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the intellectual property assets and intellectual property agreements. This IP Assignment and the Purchase Agreement contain the entire agreement of the parties with regard to the assignment of the intellectual property assets and intellectual property agreements. This IP Assignment is made subject to the provisions of the Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein, and this IP Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in this IP Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

4. Modifications; Successors and Assigns. This IP Assignment may not be amended or modified except by a written instrument duly signed by Assignor and Assignee hereto and shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of and be enforceable by Assignee and its successors and assigns. Nothing contained in this IP Assignment shall be deemed to confer any rights or benefits upon any person not a party to this IP Assignment.

5. Governing Law. This IP Assignment shall be governed and construed in accordance with the substantive laws of the State of New Jersey, without giving effect to any choice of laws principles.

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same

agreement. a signed copy of this IP Assignment delivered by facsimile, e-mail, .pdf, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

IN WITNESS WHEREOF, the Assignor has caused this Intellectual Property Assignment to be duly executed as of the day and year first written above.

**Ginsey Industries, Inc.**

By: *George Valletti*  
Name: George Valletti  
Title: CFO/COO

**Bambinos!, LLC**

By: *Megan Street Wilson*  
Name: Megan Street Wilson  
Title: President

Address for Notices:

2078 Center Square Road  
Swedesboro, NJ 08085

Address for Notices:

1624 Yucatan Way  
Fallbrook, Ca 92028

**Schedule A to Exhibit B**

Patents:

US8820548B2 Tray device

US9161618B2 Tray device with docking station

Trademarks:

BAMBINOS! and design trademark; U.S. Registration Number 4155788

BAMBINOS! common law trademark

Domain Names:

bambinoschild.com (hosted by Chad Phillips and registered with GoDaddy)



EXHIBIT C

CONFIRMATION AND ACKNOWLEDGEMENT OF OWNERSHIP AGREEMENT

I hereby acknowledge that all right, title and interest in the Purchased Assets is owned by Ginsey Industries, Inc. and that neither I nor any third party has retained any right, title, claim or interest in or to the Purchased Assets.

By: Mi  
Name: Megan Streit Wilson  
Date: 10/20/2020

**Schedule 4.9.2**

**INTELLECTUAL PROPERTY REGISTRATIONS AND APPLICATIONS;**  
**DESCRIPTION OF INVENTORY**

Patents:

US8820548B2 Tray device

US9161618B2 Tray device with docking station

Trademarks:

BAMBINOS! and design trademark; U.S. Registration Number 4155788

BAMBINOS! common law trademark

Domain Names:

bambinoschild.com (hosted by Chad Phillips and registered with GoDaddy)

Inventory

Inventory is comprised of the units of the Product that are in Bambino's warehouse as of the date of Closing (see attached inventory spreadsheet for details). Within thirty (30) days of the Closing, Ginsey shall arrange, pay for and obtain insurance for the shipment of the Inventory to Ginsey's warehouse.

# Stock Status Report

**Bambino, LLC (WTS)**

Warehouse: Frontline Freight & Fulfillment

12 PERKY ROAD

From Date: 1/1/2000 12:00:00 AM

KEY LARGO FL 33037

To Date: 3/12/2020 11:59:59 PM

SKU	Qualifier	Description	OnHand	Allocated	Quarantined/ OnHold	Available	UOM	Variable Available	V. UOM	Dim Qty	Dim UOM	Packed	Cu Ft	Lbs	Over	Reorder Category
BAM100 (EA) BLUE		TIDY TABLE TRAY + FLEXI DINER BLUE EACH	3			3	Each			3	Each	1	2.4375	3		
BAM100 (EA) GREEN		TIDY TABLE TRAY + FLEXI DINER GREEN EACH	3			3	Each			3	Each	1	2.4375	3		
BAM100 BLUE		TIDY TABLE TRAY + FLEXI DINER BLUE - 6 units per carton UPC 01996231	24			24	Each			24	Carton	1	4.0008	360		
BAM100 GREEN		TIDY TABLE TRAY + FLEXI DINER GREEN - 6 units per carton	37			37	Carton			37	Carton	1	92.5	518		
BAM100 PINK		TIDY TABLE TRAY + FLEXI DINER PINK - 6 units per carton UPC 019962317	58			58	Carton			58	Carton	1	145	812		
BAM1000		ANIMAL PALS SIPPY CUP CAT/TURTLE COMBO - (24) 2- PK'S / (48) eaches per carton	10			10	Carton			10	Carton	1	42.882	150		
BAM1000 (EA)		ANIMAL PALS SIPPY CUP CAT/TURTLE COMBO - (24) 2- PK'S / (48) eaches per carton	21			21	Each			21	Each	1	6.0039	21		
BAM200		TRAY + FLEX - DINER (PINK) INSERT	17			17	Carton			17	Carton	1	39.253	255		
BAM200 (EA)		TRAY + FLEX - DINER (PINK) INSERT EACH	9			9	Each			9	Each	1	1.4841			

TRADEMARK

REEL: 007099 FRAME: 0833

SKU	Qualifier	Description	OnHand	Allocated	Quarantined/ OnHold	Available	UOM	Variable Available	V. UOM	Dim Qty	Dim UOM	Packed	Cu Ft	Lbs	Over	Reorder Category
BAM300		TRAY + FLEX - DINER (BLUE) INSERT	19			19	Carton			19	Carton	1	43.871	285		
BAM300 (EA)		TRAY + FLEX - DINER (BLUE) INSERT EACH	10			10	Each			10	Each	1	1.649	10		
BAM400		TRAY + FLEX - DINER (WHITE) INSERT	2			2	Carton			2	Carton	1	4.618	30		
BAM400 (EA)		TRAY + FLEX - DINER (WHITE) INSERT EACH	7			7	Each			7	Each	1	1.1543	7		
BAM500		ANIMAL PALS SIPPY CUP PUPPY (BLUE) - 48 eaches per carton	10			10	Carton			10	Carton	1	32.326	140		
BAM500 (EA)		ANIMAL PALS SIPPY CUP PUPPY (BLUE) - 48 eaches per carton	45			45	Each			45	Each	1	.936	45		
BAM600		ANIMAL PALS SIPPY CUP TURTLE (GREEN) - 48 eaches per carton	10			10	Carton			10	Carton	1	32.326	140		
BAM600 (EA)		ANIMAL PALS SIPPY CUP TURTLE (GREEN) - 48 eaches per carton	45			45	Each			45	Each	1	.936	45		
BAM700		ANIMAL PALS SIPPY CUP CAT (PINK) - 48 eaches per carton	10			10	Carton			10	Carton	1	32.326	140		
BAM700 (EA)		ANIMAL PALS SIPPY CUP CAT (PINK)	33			33	Each			33	Each	1	7.3326	19.8		
BAM800		ANIMAL PALS SIPPY CUP BUNNY (ORANGE) - 48 eaches per carton	9			9	Carton			9	Carton	1	29.093 4	135		
BAM800 (EA)		ANIMAL PALS SIPPY CUP BUNNY (ORANGE) - 48 eaches per carton	45			45	Each			45	Each	1	.936	45		

Printed on 3/12/2020 3:40:03 PM Local(-7) 3/12/2020 10:40:03 PM UTC

SKU	Qualifier	Description	OnHand	Allocated	Quarantined/ OnHold	Available	UOM	Variable Available	V. UOM	Dim Qty	Dim UOM	Packed	Cu Ft	Lbs	Over	Reorder Category
BAM900		ANIMAL PALS SIPPY CUP PUPPY/BUNNY COMBO - (24) 2PK - 48 eaches per carton	21			21	Carton			21	Carton	1	88.473	315		
BAM900 (EA)		ANIMAL PALS SIPPY CUP PUPPY/BUNNY COMBO - (24) 2PK - 48 eaches per carton	10			10	Each			10	Each	1	1.667	10		
E100		EASYDINE TABLE TRAY (WHITE+BEIGE)	4			4	Carton			4	Carton	1	11.875	56		
		<b>Totals</b>	<b>462</b>			<b>462</b>				<b>462</b>			<b>625.51</b>	<b>3,544.8</b>		
													<b>83</b>			

Schedule 4.9.4

INTELLECTUAL PROPERTY AGREEMENTS

None