

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM835017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buy Buy Baby, Inc.		07/18/2023	Corporation: DELAWARE
Liberty Procurement Co. Inc.		07/18/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	BBBY Acquisition Co. LLC		
Street Address:	c/o Dream on Me Industries, Inc.		
Internal Address:	1532 S. Washington Avenue		
City:	Piscataway		
State/Country:	NEW JERSEY		
Postal Code:	08854		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90706266	EVER & EVER	
Serial Number:	97455040	GIRAFFIC	
Serial Number:	97575054	KID-FRIENDLY STUFF AT PARENT-FRIENDLY PR	
Serial Number:	97574704	MIGHTY GOODS	
Serial Number:	97457519	MIGHTY GOODS	
Serial Number:	97021689	THOUGHTFULLY DESIGNED ESSENTIALS FOR EVE	
Serial Number:	90696524	TINY CITIZEN	
Serial Number:	97485396	WHERE LITTLE STORIES BEGIN	
Serial Number:	97021722	LET IMAGINATION LEAD THE WAY	
CORRESPONDENCE DATA			
Fax Number:	9086547866		
<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:	(908) 654-5000		
Email:	trademark@lerner david.com		
Correspondent Name:	GREGG A. PARADISE		
Address Line 1:	LERNER DAVID LLP		
Address Line 2:	20 Commerce Drive		

OP \$240.00 90706266

Address Line 4:	Cranford, NEW JERSEY 07016
ATTORNEY DOCKET NUMBER:	BUYBUY.1
NAME OF SUBMITTER:	DONNA VECCHIONE
SIGNATURE:	/DONNA VECCHIONE/
DATE SIGNED:	08/28/2023
Total Attachments: 13	
source=1st BBBY - APA - Exhibit B - IP Assignment Agreement - DOM (Executed)#page1.tif	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of July 18, 2023 (the “Effective Date”), is made by and among Dream 545 Weston Canal Road, LLC, a New Jersey limited liability company (“Buyer”), BBY Acquisition Co. LLC, a Delaware limited liability company (“Assignee”), Bed Bath & Beyond Inc., a New York corporation (“BBBY”), and certain Subsidiaries of BBY set forth on Annex A hereto (collectively and together with BBY, “Assignors” and each individually an “Assignor”). Capitalized terms used herein and not otherwise defined herein have the meaning set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of June 30, 2023, by and among Buyer, Mark Srour-Serure, Dream on Me Industries, Inc., a New York corporation, BBY and certain of its Subsidiaries, the Assignors have agreed to sell and assign to Buyer, and Buyer has agreed to purchase, acquire and accept, all of the Assignors’ right, title and interest in, to or under certain Acquired Assets, including all Business IP; and

WHEREAS, this Agreement is being executed and delivered in accordance with the terms of the Purchase Agreement to perfect and provide notice of the assignments and transfers of Business IP required under the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the receipt and sufficiency of which are hereby acknowledged:

1. Designation. Buyer hereby designates to Assignee, pursuant to Section 12.4 of the Purchase Agreement, all of Buyer’s rights to acquire the Acquired Assets in accordance with the Purchase Agreement, and hereby directs Assignors to deliver the Acquired Assets to Assignee in accordance with the Purchase Agreement, and Assignee hereby agrees to so acquire the Acquired Assets.

2. Assignment. Each Assignor hereby irrevocably, absolutely, and unconditionally assigns, transfers and conveys to Assignee, all of its right, title and interest in and to all of the Business IP, including:

(i) the copyright registrations and applications, and exclusive copyright licenses, identified on Schedule I;

(ii) the Trademarks identified on Schedule II, all registrations, extensions, and renewals thereof, together with any and all goodwill associated therewith;

(iii) the Internet Properties identified on Schedule III;

(iv) all rights of any kind whatsoever of each Assignor accruing under any Business IP (including any of the foregoing) provided under the applicable Laws of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(v) all rights to collect royalties and other proceeds and payments in connection with any Business IP (including any of the foregoing); and

(vi) all rights to sue and recover for any past, present or future infringement, dilution, misappropriation or other violation of any Business IP (including any of the foregoing).

3. Domain Name Transfers. Each Assignor shall promptly carry out the domain name transfer procedures and execute any additional transfer documents required by any applicable registrars of the domain names assigned hereunder, and shall promptly provide any authorization codes known or accessible to Assignors that are necessary to effect such transfers. Each Assignor further hereby authorizes and requests all applicable domain registrars to transfer the domain names assigned hereunder to Assignee or such persons or entities designated by Assignee.

4. IP Recordation & Transfer. Each Assignor hereby authorizes and requests that Assignee file and record with the United States Patent & Trademark Office, the United States Copyright Office, and any and all other applicable registrars in other jurisdictions throughout the world, and that any other steps necessary steps be taken to effect, evidence and perfect the assignments, transfers and conveyances described under this Agreement.

5. Successors and Assigns. The provision of this Agreement shall bind and inure to the benefit of Assignors and Assignee and their respective successors and permitted assigns.

6. Purchase Agreement. This Agreement is made subject to the terms of the Purchase Agreement, and nothing in this Agreement shall alter any liability or obligation of the Parties arising under the Purchase Agreement. Article I (*Definitions*) of the Purchase Agreement, including the terms of interpretation and construction thereunder, and Sections 12.4 through 12.9 and 12.11 through 12.16 of the Purchase Agreement are incorporated herein *mutatis mutandis*.

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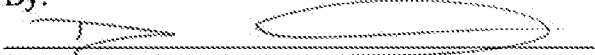
IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

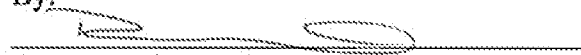
Bed Bath & Beyond Inc.

Buy Buy Baby, Inc.

By:

By:





Name: David Kastin
Title: EVP, Chief Legal Officer and
Corporate Secretary

Name: David Kastin
Title: Secretary

State of NY

State of NY

County of Bergen

County of Deer

I certify that on 7/13/23, David Kastin
personally came before me and
stated to my satisfaction that this person (a) was
the maker of the attached instrument; (b) was
authorized to and did execute this instrument of
Bed Bath & Beyond Inc., the entity named in
this instrument; and (c) executed this
instrument as the act of the entity named in the
instrument.

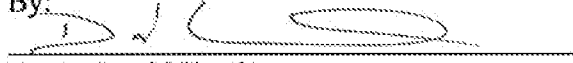
I certify that on 7/13/23, David Kastin
personally came before me
and stated to my satisfaction that this person
(a) was the maker of the attached instrument;
(b) was authorized to and did execute this
instrument of **Buy Buy Baby, Inc.**, the entity
named in this instrument; and (c) executed
this instrument as the act of the entity named
in the instrument.

Name: Nunetsi Fuentes
Title: Notary Commission # 50079746

Name: Nunetsi Fuentes
Title: Notary

Liberty Procurement Co. Inc.

By:



Name: David Kastin

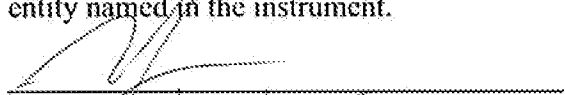
Title: Secretary

State of NT

County of Bergen

I certify that on 7/13/23, David Kastin

personally came before me and stated to my satisfaction that this person (a) was the maker of the attached instrument; (b) was authorized to and did execute this instrument of **Liberty Procurement Co. Inc.**, the entity named in this instrument; and (c) executed this instrument as the act of the entity named in the instrument.



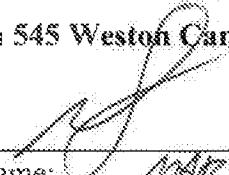
Name: Yumetsal Fuentes

Title: Notary


Commission # 50079746

[Signature Page to Intellectual Property Assignment Agreement]

Dream 545 Weston Canal Road, LLC

By: 
Name: Mark Senore
Title: MBL

BBBY Acquisition Co. LLC






By: 
Name: Mark Senore
Title: MBL




SCHEDULE I
COPYRIGHTS


Title	Registration No.	Registration Date	Current Owner of Record
BABY FACE.	VA0001424589	06-AUG-2007	Buy Buy Baby, Inc.

SCHEDULE II

TRADEMARKS & TRADEMARK APPLICATIONS

#	Mark	Jurisdiction	Official No.	App. Date	Reg. Date	Owner
1.	BABYHOOD	United States of America	5,584,471	16-FEB-2018	16-OCT-2018	Buy Buy Baby, Inc.
2.	BABYHOOD	United States of America	5,763,705	08-MAY-2015	28-MAY-2019	Buy Buy Baby, Inc.
3.	BUY BUY BABY	Brazil	912877979	13-JUN-2017	11-DEC-2018	Buy Buy Baby, Inc.
4.	BUY BUY BABY	Mexico	2200807	-30-APR-2019		Buy Buy Baby, Inc.
5.	BUY BUY BABY	Paraguay	506332	30-MAY-2017	03-AUG-2020	Buy Buy Baby, Inc.
6.	BUY BUY BABY	United States of America	3,504,691	15-FEB-2008	23-SEP-2008	Buy Buy Baby, Inc.
7.	BUY BUY BABY	United States of America	2,171,479	27-SEP-1995	07-JUL-1998	Buy Buy Baby, Inc.
8.	BUY BUY BABY	Canada	TMA722141	24-APR-2007	26-AUG-2008	Buy Buy Baby, Inc.
9.	BUYBUY BABY (Design)	United States of America	3,855,752	18-SEP-2009	05-OCT-2010	Buy Buy Baby, Inc.
10.	BUYBUY BABY (Design) 	United States of America	3,855,753	18-SEP-2009	05-OCT-2010	Buy Buy Baby, Inc.
11.	BUYBUY BABY (DESIGN) 	Canada	TMA831284	23-FEB-2010	06-SEP-2012	Buy Buy Baby, Inc.
12.	BUYBUY BABY (DESIGN) 	Canada	TMA945321	22-APR-2014	05-AUG-2016	Buy Buy Baby, Inc.
13.	BUYBUYBABY BABYHOOD (Design) 	United States of America	5,763,706	08-MAY-2015	28-MAY-2019	Buy Buy Baby, Inc.
14.	DESIGN SQUAD	United States of America	6,082,041	15-OCT-2019	16-JUN-2020	Buy Buy Baby, Inc.
15.	EVER & EVER	United States of America	90/706,266	12-MAY-2021		Buy Buy Baby, Inc.
16.	EVER & EVER	Canada	2107998	19-MAY-2021		Buy Buy Baby, Inc.
17.	EVERYTHING FOR NEWBORNS TO TODDLERS.	United States of America	4,334,921	05-OCT-2012	14-MAY-2013	Buy Buy Baby, Inc.
18.	GIRAFFIC	United States of America	97/455,040	13-JUN-2022		Buy Buy Baby, Inc.
19.	GIRAFFIC	Canada	2133297	15-SEP-2021		Buy Buy Baby, Inc.
20.	iii (Design) 	Canada	2202833	09-AUG-2022		Buy Buy Baby, Inc.

#	Mark	Jurisdiction	Official No.	App. Date	Reg. Date	Owner
21.	IT'S A JOY TO INTRODUCE THE WORLD TO YOUR CHILD	Canada	2183172	04-MAY-2022		Buy Buy Baby, Inc.
22.	KID-FRIENDLY STUFF AT PARENT-FRIENDLY PRICES	United States of America	97/575,054	01-SEP-2022		Buy Buy Baby, Inc.
23.	LET IMAGINATION LEAD THE WAY	United States of America				
24.	LET IMAGINATION LEAD THE WAY	Canada	2132999	13-SEP-2021		Buy Buy Baby, Inc.
25.	MIGHTY GOODS	United States of America	97/574,704	01-SEP-2022		Buy Buy Baby, Inc.
26.	MIGHTY GOODS	Canada	2112899	09-JUN-2021		Buy Buy Baby, Inc.
27.	MIGHTY GOODS (Design) 	United States of America	97/457,519	14-JUN-2022		Buy Buy Baby, Inc.
28.	MIGHTY GOODS (Design) 	Canada	2196995	11-JUL-2022		Buy Buy Baby, Inc.
29.	SMALL TALK	United States of America	5,389,935	19-APR-2017	30-JAN-2018	Liberty Procurement Co. Inc.
30.	THOUGHTFULLY DESIGNED ESSENTIALS FOR EVERY STEP OF THE WAY	United States of America				
31.	THOUGHTFULLY DESIGNED ESSENTIALS FOR EVERY STEP OF THE WAY	United States of America	97/021,689	10-SEP-2021		Buy Buy Baby, Inc.
32.	THOUGHTFULLY DESIGNED ESSENTIALS FOR EVERY STEP OF THE WAY	Canada	2132997	13-SEP-2021		Buy Buy Baby, Inc.
33.	TINY CITIZEN	United States of America	90/696,524	07-MAY-2021		Buy Buy Baby, Inc.
34.	TINY CITIZEN	Canada	2183170	04-MAY-2022		Buy Buy Baby, Inc.
35.	TINY CITIZEN	Canada	2107997	19-MAY-2021		Buy Buy Baby, Inc.
36.	TINY CITIZEN (Design) 	Canada	2208668	08-SEP-2022		Buy Buy Baby, Inc.
37.	WELCOME TO PARENTHOOD	United States of America	6,965,509	06-JUL-2021	24-JAN-2023	Buy Buy Baby, Inc.
38.	WELCOME TO PARENTHOOD	Canada	2128720	23-AUG-2021		Buy Buy Baby, Inc.
39.	WHERE LITTLE STORIES BEGIN	United States of America	97/485,396	01-JUL-2022		Buy Buy Baby, Inc.
40.	WHERE LITTLE STORIES BEGIN	Canada	2226397	07-DEC-2022		Buy Buy Baby, Inc.
41.	WONDEROO	Canada	2107965	19-MAY-2021		Buy Buy Baby, Inc.

#	Mark	Jurisdiction	Official No.	App. Date	Reg. Date	Owner
42.	WONDEROO (Design) 	Canada	2224308	24-NOV-2022		Buy Buy Baby, Inc.

SCHEDULE III

INTERNET PROPERTIES

#	Domain	Registrant Org
1.	buybuybaby.cn	Liberty Procurement Co. Inc. (f/k/a Bed Bath & Beyond Procurement Co. Inc.)
2.	bybybaby.cn	Liberty Procurement Co. Inc. (f/k/a Bed Bath & Beyond Procurement Co. Inc.)
3.	babyregistrybook.com	Buy Buy Baby, Inc.
4.	bbbaby.mobi	Buy Buy Baby, Inc.
5.	bbbabyapp.com	Buy Buy Baby, Inc.
6.	bbbabynyc.com	Buy Buy Baby, Inc.
7.	bubuybaby.com	Buy Buy Baby, Inc.
8.	buuybuybaby.com	Buy Buy Baby, Inc.
9.	buybiybaby.com	Buy Buy Baby, Inc.
10.	buybubaby.com	Buy Buy Baby, Inc.
11.	buybubybaby.com	Buy Buy Baby, Inc.
12.	buybuiybaby.com	Buy Buy Baby, Inc.
13.	buybutbaby.com	Buy Buy Baby, Inc.
14.	buybuuybaby.com	Buy Buy Baby, Inc.
15.	buybuyba.com	Buy Buy Baby, Inc.
16.	buybuybabby.com	Buy Buy Baby, Inc.
17.	buybuybabe.com	Buy Buy Baby, Inc.
18.	buybuybabt.com	Buy Buy Baby, Inc.
19.	buybuybaby.app	Buy Buy Baby, Inc.
20.	buybuybaby.biz	Buy Buy Baby, Inc.
21.	buybuybaby.com	Buy Buy Baby, Inc.
22.	buybuybaby.kr	Buy Buy Baby, Inc.
23.	buybuybaby.mobi	Buy Buy Baby, Inc.
24.	buybuybaby.net	Buy Buy Baby, Inc.
25.	buybuybaby.sex	Buy Buy Baby, Inc.
26.	buybuybaby.tv	Buy Buy Baby, Inc.
27.	buybuybabybabybuybuy.com	Buy Buy Baby, Inc.
28.	buybuybabycare.com	Buy Buy Baby, Inc.
29.	buybuybabycarriers.com	Buy Buy Baby, Inc.
30.	buybuybabyclothes.com	Buy Buy Baby, Inc.
31.	buybuybabycoupon.com	Buy Buy Baby, Inc.
32.	buybuybabycoupon.net	Buy Buy Baby, Inc.
33.	buybuybabycoupons.co	Buy Buy Baby, Inc.
34.	buybuybabycoupons.net	Buy Buy Baby, Inc.
35.	buybuybabycouponssite.com	Buy Buy Baby, Inc.
36.	buybuybabydailydeals.com	Buy Buy Baby, Inc.
37.	buybuybabydalydeal.com	Buy Buy Baby, Inc.
38.	buybuybabydeals.com	Buy Buy Baby, Inc.
39.	buybuybabygraphics.com	Buy Buy Baby, Inc.
40.	buybuybabylove.com	Buy Buy Baby, Inc.

#	Domain	Registrant Org
41.	buybuybabyproducts.com	Buy Buy Baby, Inc.
42.	buybuybabyregistry.com	Buy Buy Baby, Inc.
43.	buybuybabys.com	Buy Buy Baby, Inc.
44.	buybuybabystore.com	Buy Buy Baby, Inc.
45.	buybuybabystuff.com	Buy Buy Baby, Inc.
46.	buybuybay.com	Buy Buy Baby, Inc.
47.	buybuybayby.com	Buy Buy Baby, Inc.
48.	buybuybbaby.com	Buy Buy Baby, Inc.
49.	buybuybbay.com	Buy Buy Baby, Inc.
50.	buybuybsby.com	Buy Buy Baby, Inc.
51.	buybyubaby.com	Buy Buy Baby, Inc.
52.	buyuybaby.biz	Buy Buy Baby, Inc.
53.	buyuybaby.co	Buy Buy Baby, Inc.
54.	buyuybaby.com	Buy Buy Baby, Inc.
55.	buyuybaby.de	Buy Buy Baby, Inc.
56.	buyuybaby.info	Buy Buy Baby, Inc.
57.	buyuybaby.kr	Buy Buy Baby, Inc.
58.	buyuybaby.net	Buy Buy Baby, Inc.
59.	buyuybaby.org	Buy Buy Baby, Inc.
60.	buyuybaby.sex	Buy Buy Baby, Inc.
61.	buyuybaby.us	Buy Buy Baby, Inc.
62.	buyuybaby.xxx	Buy Buy Baby, Inc.
63.	buyuybaby.xyz	Buy Buy Baby, Inc.
64.	bybybaby.co	Buy Buy Baby, Inc.
65.	bybybaby.com	Buy Buy Baby, Inc.
66.	bybybaby.sex	Buy Buy Baby, Inc.
67.	byebyebaby.co	Buy Buy Baby, Inc.
68.	byebyebaby.com	Buy Buy Baby, Inc.
69.	byebyebaby.kr	Buy Buy Baby, Inc.
70.	byebyebaby.sex	Buy Buy Baby, Inc.
71.	emailbuybuybaby.com	Buy Buy Baby, Inc.
72.	emailbuybuybabycom.com	Buy Buy Baby, Inc.
73.	etestbaby.com	Buy Buy Baby, Inc.
74.	etesttbsbaby.com	Buy Buy Baby, Inc.
75.	getbuybuybaby.com	Buy Buy Baby, Inc.
76.	itestbaby.com	Buy Buy Baby, Inc.
77.	itesttbsbaby.com	Buy Buy Baby, Inc.
78.	marmaladebaby.com	Buy Buy Baby, Inc.
79.	staticbaby.com	Buy Buy Baby, Inc.
80.	tbsbaby.com	Buy Buy Baby, Inc.
81.	wwwbuybuybaby.com	Buy Buy Baby, Inc.
82.	bbtbsbabyapp.com	Liberty Procurement Co. Inc.
83.	bbuybuybaby.com	Liberty Procurement Co. Inc.
84.	bybybaby.co.uk	Liberty Procurement Co. Inc.
85.	everandeverbaby.com	Liberty Procurement Co. Inc.
86.	everandeverkids.com	Liberty Procurement Co. Inc.

#	Domain	Registrant Org
87.	mightygoodsbaby.com	Liberty Procurement Co. Inc.
88.	buybuybaby.ca	Buy Buy Baby, Inc.
89.	bybybaby.ca	Buy Buy Baby, Inc.
90.	byebyebaby.ca	Buy Buy Baby, Inc.
91.	emailbuybuybaby.ca	Buy Buy Baby, Inc.
92.	etestbaby.ca	Buy Buy Baby, Inc.
93.	etestbsbaby.ca	Buy Buy Baby, Inc.
94.	itestbaby.ca	Buy Buy Baby, Inc.
95.	itestbsbaby.ca	Buy Buy Baby, Inc.
96.	staticbaby.ca	Buy Buy Baby, Inc.
97.	buybuybaby.mx	Buy Buy Baby, Inc.
98.	buyuybaby.com.mx	Buy Buy Baby, Inc.
99.	buyuybaby.mx	Buy Buy Baby, Inc.
100.	byebyebaby.mx	Buy Buy Baby, Inc.
101.	etestbaby.mx	Buy Buy Baby, Inc.
102.	etestbsbaby.mx	Buy Buy Baby, Inc.
103.	itestbaby.mx	Buy Buy Baby, Inc.
104.	itestbsbaby.mx	Buy Buy Baby, Inc.

ANNEX A

BBBY SUBSIDIARIES

1. Buy Buy Baby, Inc.
2. Liberty Procurement Co. Inc.