

NOTICE OF DISPOSITION OF COLLATERAL BY PUBLIC SALE

BY CERTIFIED MAIL RETURN RECEIPT REQUESTED AND OVERNIGHT MAIL

To: Sanford P. Rosen, Esq., as Assignee
for the Benefit of Creditors of giggle, Inc.
ROSEN & ASSOCIATES, P.C.
747 Third Avenue
New York, NY 10017

Maverick Capital, Ltd.
300 Crescent Court, 18th Floor
Dallas, TX 75201
Attention: General Counsel

Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
One Marina Park Drive, Suite 900
Boston, MA 02210
Attention: Jay K. Hachigian

PLEASE TAKE NOTICE THAT Gordon Brothers Brands, LLC (“GBB”) will conduct, through its agent, Hilco Streambank (the “Agent”), a disposition of the below described collateral by public sale in accordance with the provisions of N.Y. UCC Section 9-601, et seq., as follows:

- a) **Debtor**: The debtor is giggle, Inc. (“Borrower” or “Giggle”).
- b) **Secured Party**: The secured party is GBB.
- c) **Agreements Pursuant to Which the Sale is Held**:
 - i. That certain Letter Agreement dated June 28, 2017, by and between Borrower and GBB (the “Loan Agreement”); and
 - ii. Security Agreement dated as of June 28, 2017 by and between Borrower and GBB (together with the Loan Agreement and other Loan Documents as defined in the Loan Agreement, the “Loan Documents”).
- d) **Date, Hour and Place of Sale**: February 28, 2018 at 1:00 p.m. ET at the law offices of Goulston & Storrs PC, 885 Third Avenue, 18th Floor, New York, New York, 10022.
- e) **Description of Property to be Sold**: All of the right, title and interest of Giggle in (i) Giggle’s intellectual property, including trademarks, copyrights and domain names and (ii) Giggle’s equity interests in LMC Right Start, Inc., a Delaware corporation ((i) and (ii), collectively, the “Property”). GBB has a first priority security interest in the Property. The total amount due

to GBB is approximately \$1,900,000. GBB may bid for the Property and credit bid against all or a portion of its secured claim. **The Property will be sold free and clear of GBB's lien and any subordinate security interests in the Property, including any lien of Maverick Holdings Ltd., Maverick USA Private Investments, LLC, Maverick II Private Investments, Ltd. and Maverick Capital, Ltd.**

The Property includes the following assets:

- i. Trademarks: including the giggle[®] trademark registered in the U.S., Canada, China and South Korea, as well as giggle's private label brand, giggle Better Basics[®].
- ii. Domains: including giggle.com, gigglebetterbasics.com, gigglebabyregistry.com.
- iii. Customer Data: approximately 400,000 customer files with email addresses.
- iv. Social Media and Blog: social media accounts on Facebook, Twitter, Instagram and Pinterest, and related content.
- v. LMC Right Start, Inc.: giggle, Inc.'s equity stake in LMC Right Start, Inc.


A complete description of the Property can be obtained by accessing a Virtual Data Room maintained by the Agent.

- f) **Participation Requirements**: In order to participate in the bidding process, each person (a "Potential Bidder") must deliver to the undersigned counsel to GBB and the following representatives of the Agent: David Peress (dperess@hilcoglobal.com), Richelle Kalnit (rkalnit@hilcoglobal.com) and Ben Kaplan (bkaplan@hilcoglobal.com):
 - i. an executed confidentiality agreement in form and substance satisfactory to GBB; and
 - ii. current financial statements of the Potential Bidder that will show sufficient assets to be able to close on a purchase of the Property or other evidence of the ability to purchase the Property.
- g) **Information and Due Diligence**: A Potential Bidder that complies with the foregoing requirements shall be deemed a qualified bidder ("Qualified Bidder"). A Qualified Bidder will be permitted to perform due diligence by contacting the following representatives of the Agent for access to the Virtual Data Room: David Peress (dperess@hilcoglobal.com), Richelle Kalnit (rkalnit@hilcoglobal.com) and Ben Kaplan (bkaplan@hilcoglobal.com). GBB shall be deemed to be a Qualified Bidder.
- h) **Terms of Sale**: At the Sale, the Property above shall be offered for acquisition by Qualified Bidders. The Property will be sold at a public auction to the highest Qualified Bidder. Agent reserves the right to permit, at its sole discretion, Qualified Bidders to participate telephonically

in the auction. The Property shall be sold for cash at such price or prices and on such other commercially reasonable terms as GBB may determine in its sole discretion. Higher bids will continue to be entertained until GBB has determined that it has received the highest or best bid for the Property in its sole discretion. GBB shall be permitted to bid at the sale and, notwithstanding any requirement herein that the sale of the Property be for cash, may credit its bid against all or a portion of its secured claim and become the purchaser of the Property. GBB reserves the right to reject all bids and terminate the sale or adjourn the sale to such other time or times as it may deem proper only by announcement on the date of sale or any subsequent adjournment thereof without further publication and impose any other commercially reasonable conditions upon the sale of the Property as it may deem proper. Payment will be accepted in cash, certified or cashier's check, corporate, partnership or personal check of a corporation, partnership or person resident in New York and presented with a letter of reference from the bank on which the check is drawn, money order, or, in the case of purchase by GBB, credit against amounts due under the Loan Documents. Payment must be made in full at the time and place of the sale, or on such other terms as agreed by GBB in its sole discretion. The sale of the Property shall be effectuated by delivery of a Secured Party Bill of Sale.

- i) **No Warranties:** The Property will be sold "AS IS, WHERE IS," "WITH ALL FAULTS," and "WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, A WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR OR OTHER PURPOSE," and subject to taxes, special assessments and liens that have been levied or assessed, and/or are unpaid or unsatisfied (none of which will be paid by GBB). The Property is being sold without recourse to GBB, its attorneys or representatives. GBB does not claim title to the Property being sold hereunder and disclaims any warranty of title, possession, quiet enjoyment and the like in the sale.
- j) **No Fees Payable:** No person shall be entitled to any expense reimbursement, brokerage fee, break up fee, "topping," termination or similar fee or payout from the proceeds of the Sale.
- k) **Right to Accounting:** Pursuant to the requirements of N.Y. UCC Section 9-613, Giggle shall be entitled to an accounting of the unpaid indebtedness secured by the Property. An accounting may be requested by calling the undersigned counsel for GBB.
- l) **Right to Redeem:** Until the earlier of (1) the effectuation of the public sale of the above-described Property or (2) the execution of a contract for the sale of the Property, Giggle shall have the right to redeem the above-described property by payment or fulfillment of all obligations under the Loan Documents, together with payment of all additional expenses incurred by GBB.
- m) **Postponement of Public Sale:** The public sale scheduled on the above date, time and location may be postponed. In such event, an announcement of postponement of the scheduled sale will be made by GBB at the currently proposed date and time of the sale.

Dated: February 14, 2018


GOULSTON & STORRS PC

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Attorneys for Gordon Brothers Brands, LLC