

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Summer Infant (USA), Inc.	04/10/2008

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	6725476
Patent Number:	6959463
Patent Number:	7080419
Patent Number:	7150053
Patent Number:	7454804
Patent Number:	7055193
Patent Number:	D403719
Patent Number:	6431646
Patent Number:	6378940
Patent Number:	7065805
Application Number:	11286275
Patent Number:	7329192
Application Number:	11520492
Application Number:	12013382
Application Number:	12019599

PATENT

500760590

REEL: 022137 FRAME: 0361

CH \$880.00 6725476

Application Number:	12014645
Application Number:	11435318
Patent Number:	6125487
Application Number:	11941709
Patent Number:	5544364
Application Number:	10601823
Application Number:	61030131

CORRESPONDENCE DATA

Fax Number: (203)975-7180
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 203-353-6834
Email: clondon@eapdlaw.com
Correspondent Name: Edwards Angell Palmer & Dodge LLP
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Address Line 2: Paralegal Christina London
Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	51442.0174 BOA
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NAME OF SUBMITTER:	Christina London
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Total Attachments: 7
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of April 10, 2008, is made between Summer Infant (USA), Inc., a Rhode Island corporation (the "Grantor"), and Bank of America, N.A., as Administrative Agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor and the Agent, among others, are parties to a Credit Agreement, dated as of April 10, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Secured Parties party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor, among others, have executed and delivered a Guaranty and Security Agreement, dated as of April 10, 2008 (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations and Guarantor Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for the benefit of the Secured Parties, and hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Patent Collateral");

(a) all of its letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause(a);

(c) all of its patent licenses, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

Notwithstanding the foregoing, "Patent Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Patent Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Guaranty and Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for the benefit of the Secured Parties under the Guaranty and Security Agreement. The Guaranty and Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

(The next page is the signature page.)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SUMMER INFANT (USA), INC.

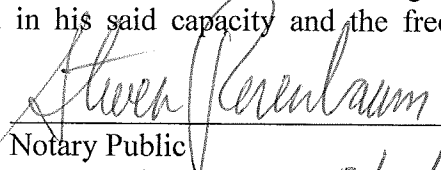
By: 
Jason P. Macari, President

BANK OF AMERICA, N.A.,
as Agent

By: _____
Todd G. MacNeill, Vice President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Woonsocket on the 4th day of April, 2008, before me personally appeared Jason P. Macari, the President of SUMMER INFANT (USA), INC., to me known and known by me to be the person executing the foregoing instrument and he acknowledged the foregoing by him executed to be his free act and deed in his said capacity and the free act and deed of SUMMER INFANT (USA), INC.


Notary Public
My commission expires: 7/22/09
-seal-

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the _____ day of April, 2008, before me personally appeared Todd G. MacNeill, the Vice President of BANK OF AMERICA, N.A., to me known and known by me to be the person executing the foregoing instrument and he acknowledged the foregoing by him executed to be his free act and deed in his said capacity and the free act and deed of BANK OF AMERICA, N.A.

Notary Public
My commission expires:
-seal-

[Summer Infant – Patent Security Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SUMMER INFANT (USA), INC.

By: _____
Jason P. Macari, President

BANK OF AMERICA, N.A.,
as Agent

By: _____
Todd G. MacNeill, Vice President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In _____ on the _____ day of April, 2008, before me personally appeared Jason P. Macari, the President of SUMMER INFANT (USA), INC., to me known and known by me to be the person executing the foregoing instrument and he acknowledged the foregoing by him executed to be his free act and deed in his said capacity and the free act and deed of SUMMER INFANT (USA), INC.

Notary Public
My commission expires:
-seal-

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 3 day of April, 2008 before me, the undersigned notary public, personally appeared Todd MacNeill, proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized Vice President of Bank of America, N.A.

Notary Public

My commission expires: 1-25-2013

Print Notary Public's Name: Kalens Herold

Qualified in the Commonwealth of Massachusetts

[Seal]



KALENS HEROLD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 25, 2013

PATENT

REEL: 022137 FRAME: 0366

SCHEDULE I
to Patent Security Agreement

Item A. Patents

U.S. Patents

Invention	Matter Type	Serial No.	Patent No.	Status
Bed Rail Assembly (double-sided, no horizontal member)			6,725,476	Issued
Bed Guard Assembly (double-sided, horizontal member)			6,959,463	Issued
Bed Guard Assembly (single-sided, horizontal member)			7,080,419	Issued
Bed Guard Assembly (double-sided, horizontal member)			7,150,053	Issued
Bed Guard Assembly (clamps, horiz. member optional)		11/261,946		Pending
Bed Guard Assembly (three-sided)			7,055,193	Issued
Rocking Collapsible Bassinet			5,694,655	Expired
Spring-Mounted Infant Seat			5,451,093	Expired
Portable Infant Activity Center			5,732,999	Issued
Infant Bath Toy Vibrator/Bouncer			Des. 403,719	Issued
Attachment for Infant Seat			6,431,646	Issued
Bouncer Seat and Drive Mechanism Therefor			6,378,940	Issued
Infant Bath Toy Mounting Device			6,016,926	Expired
Portable Infant Seat			5,503,458	Issued
Infant Seating and Lounge Unit			4,553,786	Expired
Child's Potty Chair			Des. 368,517	Issued
Infant Bouncer With Vibration Feature		10/767,417		Abandoned
Infant Car Seat Simulated Windshield			Des. 398,662	Issued
Remote Sound Monitor		10/601,823		Pending

and Receiver Therefor			
Satellite Lighting	11/119,299		Pending
Assembly			
Bathing Apparatus		7,065,805	Issued
Infant bath support	60/552,944		Abandoned
Electrical outlet cover	60/557,015		Abandoned
Removable Medical	11/105,161		Pending
Device Adapter			
Parameter Value Indicator	11/122,786		Pending
for a Parameter-			
Measuring Device			
Alarmed Safety Device	11/145,013		Pending
Transferable Baby Seat	11/286,275		Pending
Adaptable Probe for a	11/207,617		Pending
Measuring Instrument			
Infant Swing with	11/387,449		Pending
Vibration			
Baby Stroller with	11/520,492		Pending
Vibration Unit			
Folding Stroller	60/817,495		Abandoned
Combination Child	60/870,004		Abandoned
Bouncer and Walker			
Bed Guard Assembly	60/869,641		Abandoned
With night Light			
Super Activity Seat	Provisional	61/030,131	Pending
	Application		
FORMABLE SLEEP	12/013,382		
POSITIONER ALONG			
WITH METHOD FOR			
ADJUSTING SAME			
HEARTBEAT	12/019,599		
SIMULATOR AND			
SLEEP AID			
INCORPORATING THE			
SAME			
SLEEP AID ALONG	12/014,645		
WITH METHOD			
INCORPORATING			
SAME			
INFANT CHANGING	11/435,318		
PAD			
INFANT CHANGING	11/161,010		
STATION AND			
METHOD OF USE			
THEREWITH			
INFANT SUPPORT	6,125,487		

CUSHION MULTI-PURPOSE BODY PILLOW WITH INSERT PANEL AND METHOD OF USING THE SAME	11/941,709
NURSING APRON PACKAGED ITEM ALONG WITH CONTAINER FOR USE THEREWITH	5,544,364 60/934,044

**International/Foreign
Patents**

Invention	Serial No.	Patent No.	Status
Bed Guard Assembly (single-sided, horizontal member)	PCT/US2003/034385		Abandoned
Bed Guard Assembly (double-sided, horizontal member)	PCT/US2004/22855		Abandoned
Bed Rail Assembly	PCT/US2003/034385		Abandoned
Bouncer Seat and Drive Mechanism Therefor		0027287	Issued
Remote Sound Monitor and Receiver Therefor	PCT/US2004/019991		Abandoned

Item B. Patent Licenses. None.