

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3270322

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
INFANTINO, LLC		10/31/2014
RECEIVING PARTY DATA		
Name:	BLUE BOX OPCO LLC	
Street Address:	4920 CARROLL CANYON RD	
Internal Address:	SUITE 200	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92121	
PROPERTY NUMBERS Total: 26		
Property Type	Number	
Application Number:	13535754	
Application Number:	13622723	
Application Number:	13675402	
Patent Number:	6598771	
Patent Number:	6763983	
Patent Number:	D452993	
Patent Number:	D453066	
Patent Number:	D455546	
Patent Number:	D444983	
Patent Number:	D467458	
Patent Number:	D459136	
Patent Number:	D458503	
Patent Number:	6851749	
Patent Number:	8616932	
Patent Number:	7762865	
Patent Number:	7670014	
Patent Number:	D633683	
Patent Number:	D613106	
Patent Number:	D640882	

PATENT

Property Type	Number
Patent Number:	8579168
Patent Number:	D642375
Patent Number:	8770663
Application Number:	13368981
Application Number:	13455958
Application Number:	13455968
Application Number:	14315817

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	48616-030
NAME OF SUBMITTER:	DARREN W. SAUNDERS
SIGNATURE:	/Darren W. Saunders/
DATE SIGNED:	03/18/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 4

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Patent Assignment"), dated as of October 31, 2014, is made by INFANTINO, LLC, a California limited liability company ("Seller"), in favor of BLUE BOX OPCO LLC, a Delaware limited liability company ("Purchaser"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Seller, Step2 Holding Company, LLC, a Delaware limited liability company, and Purchaser, dated as of October 31, 2014 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, all of Seller's right, title and interest in and to the patents, patent applications (including applications in progress), provisional patents, continuations, divisionals, continuations-in-part thereof, right to claim priority, extensions and counterparts in the United States and all foreign countries that are listed on Schedule 1 hereto, (the "Patents").
2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Purchaser. Seller shall, at any time and from time to time, upon written request therefor, solely at Purchaser's expense, take such steps and actions, including the execution of any documents, files, registrations or other similar items, that may be reasonably necessary to ensure that the Patents are properly assigned to Purchaser in the applicable jurisdiction.
3. Counterparts. This Patent Assignment 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 Patent Assignment 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 Patent Assignment.
4. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. The provisions hereof shall be governed and interpreted in all respects pursuant to the substantive laws of the State of New York without regard to its conflict of laws principles.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment to be effective as of the date first above written.

INFANTINO, LLC

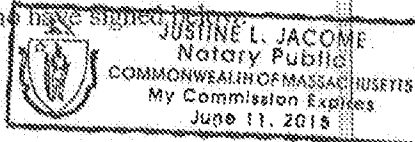
By: [Signature]
Name: Thomas B Doherty
Title: President + CEO

State of MA
County of Worcester

This instrument was acknowledged before me on 10/31/14 (date) by

Thomas B Doherty (name of person)
who made and acknowledged making his/her mark on the instrument in my presence
and in the presence of two persons who have signed below

[Signature]
(Signature of Notary Public)
(Seal)



[Signature]
(Signature and Address of Witness)

Justine Jacome
22 Reilly Ave
Blackstone, MA
01584

[Signature]
(Signature and Address of Witness)

LISA KRATZSCHNIG
5 ROCKLAND CIR
BELLINGHAM MA

02019

[Signature Page to Patent Assignment]

INFANTINO, LLC

Assignment - Patent Schedule I

CASE	TITLE	FILING DATE	SERIAL NO.	REGI PAT NO.
INFAN-007A Utility Patent	INFANT CARRIER	5/24/2001	09/864,910	6,598,771
INFAN-007C Utility Patent	INFANT CARRIER	3/19/2003	10/391,946	6,763,983
INFAN-008D Design Patent	INFANT CARRIER	5/24/2001	29/142,415	D452,993
INFAN-009D Design Patent	INFANT CARRIER	5/24/2001	29/142,413	D453,066
INFAN-010D Design Patent	INFANT CARRIER	5/24/2001	29/142,354	D455,546
INFAN-013D Design Patent	CAR SEAT SUPPORT	12/7/2000	29/133,829	D444,983
INFAN-014D Design Patent	CAR SEAT SUPPORT	12/7/2000	29/133,815	D467,458
INFAN-015D Design Patent	CAR SEAT SUPPORT	6/25/2002	29/133,821	D459,136
INFAN-016D Design Patent	CAR SEAT SUPPORT	12/7/2000	29/133,822	D458,503
INFAN-027A Utility Patent	SHOPPING CART INSERT	5/2/2002	10/137,849	6,851,749
INFAN-066A Utility Patent	UMBRELLA GYM	8/22/2006	11/508,063	8,616,932
INFAN-077A Utility Patent	CRIB MOBILE WITH ANIMATED CHARACTERS	1/23/2007	11/626,246	7,762,865
INFAN-084A Utility Patent	INFANT VIEWING AUTO MIRROR	5/15/2007	11/749,055	7,670,014
INFAN-102D Design Patent	SHOPPING CART COVER	6/7/2010	29/363,264	D633,683

U.S. Design Patents expire 14 years from the date of issue

Infantino Patent Matrix

CASE	TITLE	FILING DATE	SERIAL NO.	REG/PAT NO.
INFAN-107D Design Patent	SWADDLE BLANKET	7/23/2009	29/340,679	D613,106
INFAN-123D Design Patent	FOLDING BASKET TRAVEL BED	12/9/2010	29/380,709	D640,882
INFAN-135B Utility Patent	MULTIFUNCTION INFANT CARRIER WITH LUMBAR BELT	4/4/2012	13/439,700	8,579,168
INFAN-135D Design Patent	MULTIFUNCTION INFANT CARRIER	6/1/2010	29/362,871	D642,375
INFAN-180A Utility Patent Application	EASY WRAP CARRIER WITH LUMBAR SUPPORT	2/8/2012	13/358,981	
INFAN-207A Utility Patent Application	UMBRELLA STROLLER STORAGE DEVICE	4/25/2012	13/455,958	
INFAN-208A Utility Patent Application	UNIVERSAL RAIN AND COOL WEATHER CARRIER COVER	4/25/2012	13/455,968	
INFAN-241A Utility Patent Application	COMBINATION SHOPPING CART AND HIGH CHAIR COVER WITH PLUSH CHARACTER	7/30/2012	13/561,962	
	INTERACTIVE APPARATUS AND METHODS		13/535,754	
	METHOD AND SYSTEM FOR FILING FOOD POUCHES	9/19/2012	13/622,723	
	SYSTEMS, COMPONENTS AND METHODS FOR EXTRACTING BREAST MILK	5/15/2014	13/675,402	

PATENT

RECORDED: 03/18/2015

REEL: 035222 FRAME: 0744

U.S. Design Patents expire 14 years from the date of issue