

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4412329

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SKIP HOP HOLDINGS, INC.	05/11/2017
SKIP HOP, INC.	05/11/2017
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	IL1-1145/54/63, P.O. BOX 6026
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60680
PROPERTY NUMBERS Total: 46	
Property Type	Number
Patent Number:	9060653
Patent Number:	D731788
Patent Number:	D730995
Patent Number:	D727463
Patent Number:	9538823
Patent Number:	D758717
Patent Number:	D770763
Patent Number:	D714546
Patent Number:	8827102
Patent Number:	8424129
Patent Number:	D680197
Patent Number:	8387783
Patent Number:	D668898
Patent Number:	D661669
Patent Number:	D657430
Patent Number:	D651470
Patent Number:	D625129
Patent Number:	D623902
Patent Number:	7793392

Property Type	Number
Patent Number:	D615420
Patent Number:	D612455
Patent Number:	D611306
Patent Number:	D609008
Patent Number:	D591642
Patent Number:	D587970
Patent Number:	D587949
Patent Number:	D585170
Patent Number:	D573795
Patent Number:	D543803
Patent Number:	D751531
Application Number:	14478909
Application Number:	14955840
Application Number:	62139206
Application Number:	29537249
Application Number:	14833923
Application Number:	29537521
Application Number:	29532181
Application Number:	15057937
Application Number:	29557202
Application Number:	15061676
Application Number:	29566590
Application Number:	62294532
Application Number:	62300439
Application Number:	14682765
Application Number:	11896551
Application Number:	11362853

CORRESPONDENCE DATA

Fax Number: (404)572-5100

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.

Phone: 4045723408

Email: mramic@kslaw.com

Correspondent Name: MIA RAMIC KING AND SPALDING

Address Line 1: 1180 PEACHTREE STREET NE

Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 58708.015016

NAME OF SUBMITTER: /S/ MIA RAMIC

SIGNATURE:	/s/ Mia Ramic
DATE SIGNED:	05/12/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 13 source=Carters - Patent Security Agreement#page1.tif source=Carters - Patent Security Agreement#page2.tif source=Carters - Patent Security Agreement#page3.tif source=Carters - Patent Security Agreement#page4.tif source=Carters - Patent Security Agreement#page5.tif source=Carters - Patent Security Agreement#page6.tif source=Carters - Patent Security Agreement#page7.tif source=Carters - Patent Security Agreement#page8.tif source=Carters - Patent Security Agreement#page9.tif source=Carters - Patent Security Agreement#page10.tif source=Carters - Patent Security Agreement#page11.tif source=Carters - Patent Security Agreement#page12.tif source=Carters - Patent Security Agreement#page13.tif	

Patent Security Agreement

Patent Security Agreement, dated as of May 11, 2017, by Skip Hop Holdings, Inc., a Delaware corporation, and Skip Hop, Inc., a New York corporation (individually, a “Pledgor” and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to an Amended and Restated Security Agreement, dated September 16, 2015 (the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds (other than Excluded Property) of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. When all the Secured Obligations (other than (i) contingent indemnification obligations and (ii) obligations and liabilities under Swap Contracts and Treasury Management Agreements not then due and payable) have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have expired or have been terminated or cash collateralized or with respect to which other arrangements reasonably satisfactory to the Administrative Agent and the L/C Issuer shall have been made in accordance with the provisions of the Credit Agreement, this Patent Security Agreement shall terminate. Upon the termination of the Patent Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]


IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SKIP HOP HOLDINGS, INC.

By: 
Name: Michael D. Casey
Title: President

SKIP HOP, INC.

By: 
Name: Michael D. Casey
Title: President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SKIP HOP HOLDINGS, INC.

By: _____

Name: Michael D. Casey

Title: President

SKIP HOP, INC.

By: _____

Name: Michael D. Casey

Title: President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____

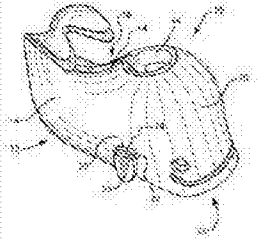
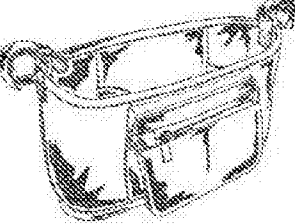
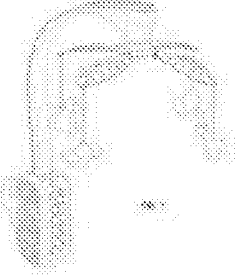
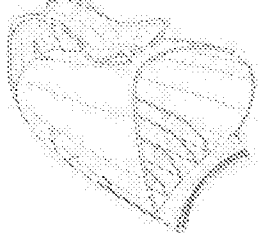
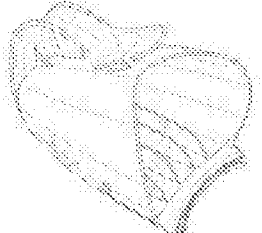
Name: John A. Horst

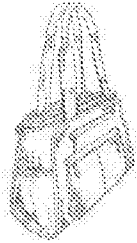
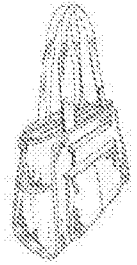
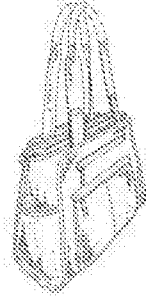
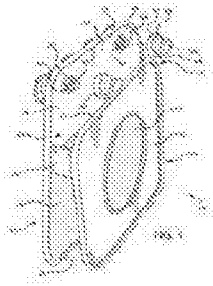
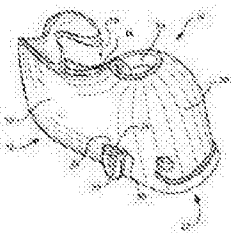
Title: Executive Director



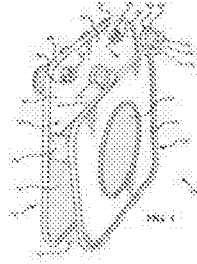
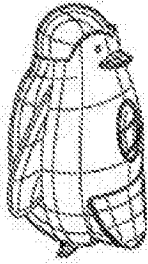
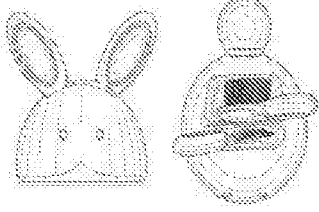
SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

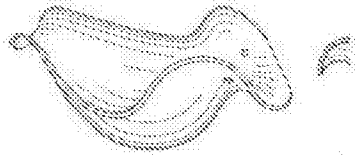
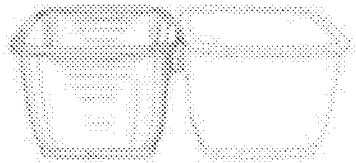

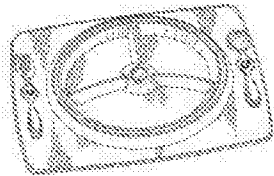
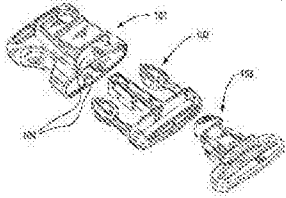
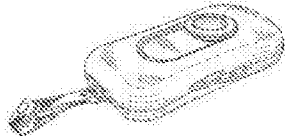
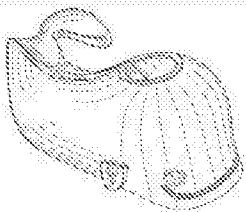
See attached (all owned by Skip Hop, Inc.).

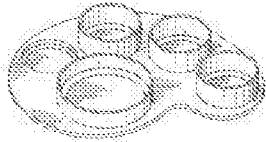
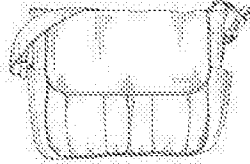
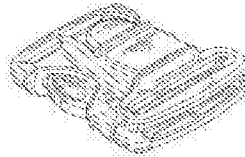
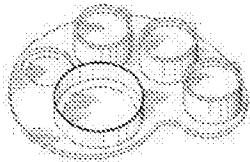
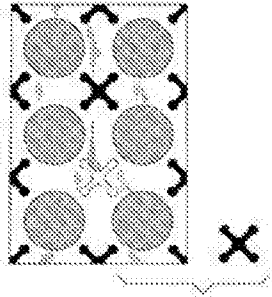
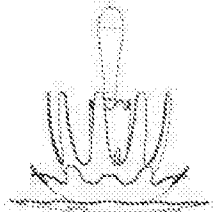
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PATENTS

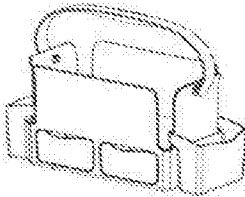
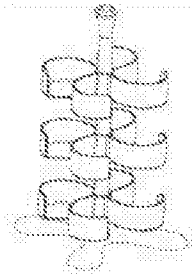
Patent No	Country	Title	Representative Figure
9, 060,653	US	Bath spout cover	
D731,788	US	Organizer with detachable pouch	
D730,995	US	Infant mobile	
D727,463	US	Rinser pitcher	
9,538,823	US	Bathtub Baby Rinser	

Patent No	Country	Title	Representative Figure
D758,717	US	Tote	
D770,763	US	Tote	
D714,546	US	Tote	
8,827,102	US	Device for holding bath toys	
8,424,129	US	Bath Spout Cover	

Patent No	Country	Title	Representative Figure
9,060,653	US	Bath Spout Cover	
D680,197	US	Bath spout cover	
8,387,783	US	Device for holding bath toys	
D668,898	US	Penguin-shaped soap dispenser	
D661,669	US	Combined comb and brush with case	

Patent No	Country	Title	Representative Figure
D657,430	US	Duck shaped bath toy	
D651,470	US	Connectable storage container	
D625,129	US	Device for holding bath toys	
D623,902	US	Tray with plate, fork and spoon	
7,793,392	US	Compound buckle	
D615,420	US	Dispenser	
D612,455	US	Bath spout cover	

Patent No	Country	Title	Representative Figure
D611,306	US	Palette plate	
D609,008	US	Diaper bag	
D591,642	US	Compound buckle	
D587,970	US	Children's dining set	
D587,949	US	User-configurable floor mat	
D585,170	US	Combined drying rack and bottle brush therefore	

Patent No	Country	Title	Representative Figure
D573,795	US	Diaper caddy	
D543,803	US	Jar/ bottle holder	
D751,531	US	Owl Shaped Sound Machine	
14/478,909	US	Infant Mobile with Illuminated and Rotating Elements	
14/955,840	US	Plush Stuffed Animal with Removable Rigid Teething Bandana	
62/139,206	US	Baby Bouncer with Adjustable Height Mechanism	
29/537,249	US	Mobile Device Cover with Strap	
14/833,923	US	Mobile Device Cover with Strap	
29/537,521	US	Foot Muff	
29/532,181	US	Rattle	
15/057,937	US	Playmat	
29/557,202	US	Stroller Shade	
15/061,676	US	Stroller Shade	
29/566,590	US	Elephant-Shaped Sound Machine	
62/294,532	US	Infant Activity Center	

Patent No	Country	Title	Representative Figure
62/300,439	US	Infant Activity Center	

Country	Title	Patent App. No.	Patent App. Date
United States	Toy with removable container	14/682765	October 13, 2016
United States	Bathtub baby rinser	14/260018	October 29, 2015
United States	Bath spout cover	13/863785	September 24, 2015
United States	Device for holding bath toys	13/782560	August 1, 2013
United States	User-configurable floor mat	11/896551	March 5, 2009
United States	User-expandable changing pad	11/362853	August 30, 2007