

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5897309

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	HAPPIEST BABY, INC.	05/16/2019
RECEIVING PARTY DATA		
Name:	SILICON VALLEY BANK	
Street Address:	3003 TASMAN DRIVE, HF150	
City:	SANTA CLARA	
State/Country:	CALIFORNIA	
Postal Code:	95054	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	16342050	
Application Number:	16282091	
Application Number:	14448679	
Application Number:	14353258	
Patent Number:	D848175	
CORRESPONDENCE DATA		
Fax Number:		
<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:	7033826485	
Email:	DHall@vlplawgroup.com	
Correspondent Name:	DAVIS HALL	
Address Line 1:	12703 HITCHCOCK COURT	
Address Line 4:	RESTON, VIRGINIA 20191	
ATTORNEY DOCKET NUMBER:	SVB-HAPPIEST BABY	
NAME OF SUBMITTER:	DAVIS HALL	
SIGNATURE:	/DavisHall/	
DATE SIGNED:	01/07/2020	
Total Attachments: 10		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of May 16, 2019 by and between SILICON VALLEY BANK ("Bank") and HAPPIEST BABY, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor, and HB Innovations Inc. dated as of November 28, 2018 (as the same has been or may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

HAPPIEST BABY, INC.

By: DocuSigned by: Harvey Karp
1C63ECF6EA644D1...
Title: CEO

BANK:

SILICON VALLEY BANK

By: DocuSigned by: Gillian DeGennaro
5D93BEEC73C445F...
Title: Vice President

EXHIBIT A¹

Copyrights

[NONE]

¹ All copyrights transferred to THB Media, LLC per September 1, 2015 Contribution Agreement.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SLEEP SACK FOR INFANT CALMING/SLEEP AID	20170245555	08-31-2017
INFANT CALMING/SLEEP-AID, SIDS PREVENTION DEVICE, AND METHOD OF USE	20170043118	02-16-2017
INFANT CALMING/SLEEP-AID, SIDS PREVENTION DEVICE, AND METHOD OF USE	20170043117	02-16-2017
INFANT CALMING/SLEEP-AID AND SIDS PREVENTION DEVICE WITH DRIVE SYSTEM	20160174728	06-23-2016
INFANT CALMING/SLEEP-AID DEVICE AND METHOD OF USE	20160166081	06-16-2016
INFANT CALMING/SLEEP-AID, SIDS PREVENTION DEVICE, AND METHOD OF USE	20160165961	06-16-2016
CRIB	D825,219	08-14-2018
BASSINET	D780,472	03-07-2017
SLEEP SACK	D772,532	11-29-2016
INFANT CALMING/SLEEP-AID DEVICE	20190247611 16/342050	08/15/2019 10/17/2017
INFANT SLEEP GARMENT	20190313702 16/282091	10/17/2019 02/21/2019

INFANT CALMING/SLEEP-AID, SIDS PREVENTION DEVICE, AND METHOD OF USE	20150045608 14/448679	02/12/2015 07/31/2014
INFANT CALMING/SLEEP-AID DEVICE AND METHOD OF USE	20140250592 14/353258	09/11/2014 10/19/2012
Bassinet	D848,175 D/595,780	05/14/2019 03/02/2017

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HAPPIEST BABY	88244119	12-28-2018
HAPPIEST BABY	88124869	09-20-2018
HAPPIEST BABY	5695179	03-12-2019
HAPPIEST BABY	5692229	03-05-2019
HAPPIEST BABY	87094943	07-06-2016
WE'VE GOT SLEEP...DOWN TO A SCIENCE!	87334170	02-13-2017
SLEEPEA	5460699	05-01-2018
SNOO	5209548	05-23-2017
SNOO SACK	5209488	05-23-2017
5-SECOND SWADDLE	5292558	09-19-2017
SNOO	5292337	09-19-2017
HAPPIEST BABY	87236658	11-15-2016
HAPPIEST TODDLER	87360467	03-06-2017
HAPPIEST BABY	5477325	05-22-2018
SAFER. BETTER. SLEEP...AT THE TOUCH OF A BUTTON.	5277967	08-29-2017
SNOOCAM	86834707	11-30-2015
SNOO	86799686	11-26-2015
SNOO	5191801	04-25-2017
SNOO	5142293	02-14-2017
THE OTHER NEW MEMBER OF THE FAMILY!	5570850	09-25-2018
HAPPIEST BABY	5129481	01-24-2017

SWEET DREAMS ARE MADE OF THESE	5375559	01-09-2018
SMART SLEEPER	5257220	08-01-2017

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		