

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI27031

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | CORRECTIVE ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b> | Corrective Assignment to correct the Nature of Conveyance previously recorded on Reel 50926 Frame 137. Assignor(s) hereby confirms the the "Assignment" originally recorded should be conveyance type "Security Interest". Additionally, for clarity regarding the prior attempt to correct this filing on February 6, 2020, this document does NOT serve as an oath or declaration under 37 CFR 1.63.. |

## CONVEYING PARTY DATA

| Name                | Execution Date |
|---------------------|----------------|
| BREATHABLEBABY, LLC | 09/20/2019     |

## RECEIVING PARTY DATA

|                        |                        |
|------------------------|------------------------|
| <b>Company Name:</b>   | ACCORD FINANCIAL, INC. |
| <b>Street Address:</b> | 108 WEST 13TH ST       |
| <b>City:</b>           | WILMINGTON             |
| <b>State/Country:</b>  | DELAWARE               |
| <b>Postal Code:</b>    | 19801                  |

## PROPERTY NUMBERS Total: 52

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 7055192  |
| Patent Number:      | 7523513  |
| Patent Number:      | 8220088  |
| Patent Number:      | 8793813  |
| Patent Number:      | 9247830  |
| Patent Number:      | 9370255  |
| Patent Number:      | 9451835  |
| Patent Number:      | 9642481  |
| Patent Number:      | 9700150  |
| Patent Number:      | 9730527  |
| Patent Number:      | 9872577  |
| Patent Number:      | 9877604  |
| Patent Number:      | 9993095  |
| Application Number: | 13238531 |
| Application Number: | 14451914 |
| Application Number: | 14577959 |
| Application Number: | 14682877 |

PATENT

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 14820269 |
| Application Number: | 15043957 |
| Application Number: | 15043988 |
| Application Number: | 15187343 |
| Application Number: | 15195621 |
| Application Number: | 15195663 |
| Application Number: | 15195698 |
| Application Number: | 15196021 |
| Application Number: | 15589623 |
| Application Number: | 62557867 |
| Application Number: | 62559117 |
| Application Number: | 29617668 |
| Application Number: | 29617674 |
| Application Number: | 29617690 |
| Application Number: | 29617698 |
| Application Number: | 29617718 |
| Application Number: | 29617722 |
| Application Number: | 29617725 |
| Application Number: | 29617728 |
| Application Number: | 29617733 |
| Application Number: | 29617736 |
| Application Number: | 29617782 |
| Application Number: | 29617789 |
| Application Number: | 29617795 |
| Application Number: | 29617798 |
| Application Number: | 29617804 |
| Application Number: | 29617815 |
| Application Number: | 29617816 |
| Application Number: | 29617821 |
| Application Number: | 29617827 |
| Application Number: | 29617830 |
| Application Number: | 15729514 |
| Application Number: | 15729530 |
| Application Number: | 62608914 |
| Application Number: | 62644046 |

**CORRESPONDENCE DATA**

Fax Number: 6126046800

***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:** 6126046394  
**Email:** mmiller@winthrop.com  
**Correspondent Name:** Megan M. Miller Esq.  
**Address Line 1:** Winthrop & Weinstine, P.A.  
**Address Line 2:** 225 South 6th Street, Suite 3500  
**Address Line 4:** Minneapolis, MINNESOTA 55402

|                                |           |
|--------------------------------|-----------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 13805.148 |
|--------------------------------|-----------|

|                           |              |
|---------------------------|--------------|
| <b>NAME OF SUBMITTER:</b> | Megan Miller |
|---------------------------|--------------|

|                   |              |
|-------------------|--------------|
| <b>SIGNATURE:</b> | Megan Miller |
|-------------------|--------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 02/14/2024 |
|---------------------|------------|

**Total Attachments: 16**

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## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5802981

|   |  |                       |
|---|--|-----------------------|
| <b>SUBMISSION TYPE:</b>                                   | NEW ASSIGNMENT                                 |                       |
| <b>NATURE OF CONVEYANCE:</b>                              | ASSIGNMENT                                     |                       |
| <b>CONVEYING PARTY DATA</b>                               |  |                       |
| <b>Name</b>   |  | <b>Execution Date</b> |
| BREATHABLEBABY, LLC, A DELAWARE LIMITED LIABILITY COMPANY |  | 09/20/2019            |
| <b>RECEIVING PARTY DATA</b>                               |  |                       |
| <b>Name:</b>  | ACCORD FINANCIAL, INC., A DELAWARE CORPORATION |                       |
| <b>Street Address:</b>                                    | 108 WEST 13TH ST                               |                       |
| <b>City:</b>  | WILMINGTON                                     |                       |
| <b>State/Country:</b>                                     | DELAWARE                                       |                       |
| <b>Postal Code:</b>                                       | 19801  |                       |
| <b>PROPERTY NUMBERS Total: 52</b>                         |  |                       |
| <b>Property Type</b>                                      | <b>Number</b>                                  |                       |
| Patent Number:  | 7055192  |                       |
| Patent Number:  | 7523513  |                       |
| Patent Number:  | 8220088  |                       |
| Patent Number:  | 8793813  |                       |
| Patent Number:  | 9247830  |                       |
| Patent Number:  | 9370255  |                       |
| Patent Number:  | 9451835  |                       |
| Patent Number:  | 9642481  |                       |
| Patent Number:  | 9700150  |                       |
| Patent Number:  | 9730527  |                       |
| Patent Number:  | 9872577  |                       |
| Patent Number:  | 9877604  |                       |
| Patent Number:  | 9993095  |                       |
| Application Number:                                       | 13238531                                       |                       |
| Application Number:                                       | 14451914                                       |                       |
| Application Number:                                       | 14577959                                       |                       |
| Application Number:                                       | 14682877                                       |                       |
| Application Number:                                       | 14820269                                       |                       |
| Application Number:                                       | 15043957                                       |                       |
| Application Number:                                       | 15043988                                       |                       |

PATENT

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 15187343 |
| Application Number: | 15195621 |
| Application Number: | 15195663 |
| Application Number: | 15195698 |
| Application Number: | 15196021 |
| Application Number: | 15589623 |
| Application Number: | 62557867 |
| Application Number: | 62559117 |
| Application Number: | 29617668 |
| Application Number: | 29617674 |
| Application Number: | 29617690 |
| Application Number: | 29617698 |
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| Application Number: | 29617815 |
| Application Number: | 29617816 |
| Application Number: | 29617821 |
| Application Number: | 29617827 |
| Application Number: | 29617830 |
| Application Number: | 15729514 |
| Application Number: | 15729530 |
| Application Number: | 62608914 |
| Application Number: | 62644046 |

#### CORRESPONDENCE DATA

Fax Number:

*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: 3124560189

Email: zlevi@rsplaw.com

**Correspondent Name:** ZACHARY LEVI  
**Address Line 1:** 180 N. LASALLE  
**Address Line 2:** STE 3300  
**Address Line 4:** CHICAGO, ILLINOIS 60601

**NAME OF SUBMITTER:** ZACK LEVI

**SIGNATURE:** /Zack Levi/

**DATE SIGNED:** 11/04/2019

**Total Attachments: 13**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of September 20, 2019 by and between BREATHABLEBABY, LLC, a Delaware limited liability company (the "Grantor"), in favor of ACCORD FINANCIAL, INC., a Delaware corporation (together with its successors and permitted assigns, "Accord"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Financing Agreements (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain (i) Master Purchase and Sale Agreement and Addendum thereto; (ii) Revolving Secured Note and Financing Agreement (Inventory); and (iii) Overadvance Note and Security Agreement, each dated as of the date hereof (as the same may hereafter be amended, modified, extended or restated from time to time, collectively referred to as the "Financing Agreements") by and among Grantor and Accord, Accord has agreed to make certain loans and other financial accommodations for the benefit of the Grantor.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Financing Agreements.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Grantor's Obligations, Grantor hereby grants to Accord a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including the issued Patents and Patent applications referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests in the Collateral granted to Accord pursuant to the Financing Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of Accord with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Financing Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This 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 Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Patent Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Accord and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of South Carolina.

8. FORUM SELECTION AND CONSENT TO JURISDICTION. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL, IN ACCORD'S SOLE DISCRETION, BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE SOUTH CAROLINA UNITED STATES DISTRICT COURT OR THE STATE COURT IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE ACCORD FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. THE GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE SOUTH CAROLINA UNITED STATES DISTRICT COURT AND THE STATE COURT OF THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY NATIONALLY RECOGNIZED COURIER OR BY PERSONAL SERVICE. THE GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9. WAIVER OF JURY TRIAL. ACCORD AND THE GRANTOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, THE COLLATERAL, OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH ACCORD AND THE GRANTOR ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ACCORD GRANTING ANY FINANCIAL ACCOMMODATION TO THE GRANTOR.

[signature page follows]



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

BREATHABLEBABY, LLC,  
a Delaware limited liability company

By:   
Name: Robb Carr Bell  
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

ACCORD FINANCIAL, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

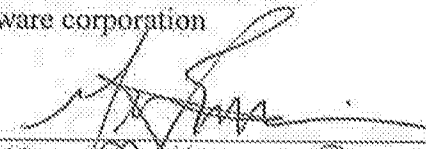
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BREATHABLEBABY, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

**ACCORD FINANCIAL, INC.**  
a Delaware corporation

By:   
Name: Matthew Pincus  
Title: Sr. Vice President

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

EXHIBIT A  
REGISTERED U.S. PATENTS

| Patent Title                                      | Patent Number | Issue Date         |
|---|---------------|--------------------|
| CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS | 7055192       | June 6, 2006       |
| CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS | 7523513       | April 28, 2009     |
| CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS | 8220088       | July 17, 2012      |
| BREATHABLE GARMENT AND METHOD OF USE              | 8793813       | August 5, 2014     |
| BREATHABLE PILLOW                                 | 9247830       | February 2, 2016   |
| CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS | 9370255       | June 21, 2016      |
| BREATHABLE PLAYMAT                                | 9451835       | September 27, 2016 |
| CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS | 9642481       | May 9, 2017        |
| CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS | 9700150       | July 11, 2017      |
| CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS | 9730527       | August 15, 2017    |
| BREATHABLE PILLOW                                 | 9872577       | January 23, 2018   |
| BREATHABLE BLANKET                                | 9877604       | January 30, 2018   |
| CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS | 9993095       | June 12, 2018      |

# U.S. PATENT APPLICATIONS

| Patent Application Title                          | Application No. | Application Filing Date |
|---|-----------------|-------------------------|
| BREATHABLE TOY                                    | 13238531        | September 21, 2011      |
| BREATHABLE GARMENT AND METHOD OF USE              | 14451914        | August 5, 2014          |
| POCKET SWADDLE                                    | 14577959        | December 19, 2014       |
| BREATHABLE MATTRESS PAD AND SLEEPING ACCESSORIES  | 14682877        | April 9, 2015           |
| CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS | 14820269        | August 6, 2015          |
| BREATHABLE SECURITY BLANKET                       | 15043957        | February 15, 2016       |
| BREATHABLE MODAL BLANKET                          | 15043988        | February 15, 2016       |
| CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS | 15187343        | June 20, 2016           |
| DURABLE CRIB SHIELD SYSTEM                        | 15195621        | June 28, 2016           |
| POROUS CRIB SHIELD SYSTEM                         | 15195663        | June 28, 2016           |
| LAYERED CRIB SHIELD SYSTEM                        | 15195698        | June 28, 2016           |
| REVERSIBLE CRIB SHIELD SYSTEM                     | 15196021        | June 28, 2016           |
| CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS | 15589623        | May 8, 2017             |
| MESH CRIB   | 62557867        | September 13, 2017      |
| BREATHABLE CRIB SHIELD                            | 62559117        | September 15, 2017      |
| CRIB LINER  | 29617668        | September 15, 2017      |
| CRIB LINER  | 29617674        | September 15, 2017      |
| CRIB LINER  | 29617690        | September 15, 2017      |

| Patent Application Title | Application No. | Application Filing Date |
|--------------------------|-----------------|-------------------------|
| CRIB LINER               | 29617698        | September 15, 2017      |
| CRIB LINER               | 29617718        | September 15, 2017      |
| CRIB LINER               | 29617722        | September 15, 2017      |
| CRIB LINER               | 29617725        | September 15, 2017      |
| CRIB LINER               | 29617728        | September 15, 2017      |
| CRIB LINER               | 29617733        | September 15, 2017      |
| CRIB LINER               | 29617736        | September 15, 2017      |
| MESH PATTERN             | 29617782        | September 15, 2017      |
| MESH PATTERN             | 29617789        | September 15, 2017      |
| MESH PATTERN             | 29617795        | September 15, 2017      |
| MESH PATTERN             | 29617798        | September 15, 2017      |
| MESH PATTERN             | 29617804        | September 15, 2017      |
| MESH PATTERN             | 29617815        | September 15, 2017      |
| MESH PATTERN             | 29617816        | September 15, 2017      |
| MESH PATTERN             | 29617821        | September 15, 2017      |
| MESH PATTERN             | 29617827        | September 15, 2017      |
| MESH PATTERN             | 29617830        | September 15, 2017      |
| CRIB LINER               | 15729514        | October 10, 2017        |
| CRIB LINER               | 15729530        | October 10, 2017        |
| SWADDLE DUO              | 62608914        | December 21, 2017       |
| SWADDLES                 | 62644046        | March 16, 2018          |

**NOTICE OF  
GRANT OF SECURITY INTEREST  
IN PATENTS**

Dated: September 20, 2019

United States Patent and Trademark

Office Ladies and Gentlemen:

Please be advised that pursuant to a certain Patent Security Agreement dated as of the date hereof (as the same may hereafter be amended, modified, extended or restated from time to time, the "Patent Security Agreement") by and between BreathableBaby, LLC, a Delaware limited liability company ("Grantor") and Accord Financial, Inc., a Delaware corporation (together with its successors and assigns, "Accord"), Grantor has granted to Accord a continuing security interest in and continuing lien upon, among other things, all of Grantor's patents and patent applications, including without limitation those set forth on Exhibit A hereto.

Grantor and Accord hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Patent Security Agreement, and (ii) is not to be construed as an assignment of any patents or patent applications.

*[Remainder of page intentionally blank;  
signature page follows]*

IN WITNESS WHEREOF, this Notice of Grant of Security Interest in Patents has been duly executed by the Grantor as of the date first above written.

BREATHABLEBABY, LLC,  
a Delaware limited liability company

By:   
Name: Robb Van Delft  
Title: CFO

Acknowledged and accepted:

ACCORD FINANCIAL, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Notice of Grant of Security Interest in Patents]*




IN WITNESS WHEREOF, this Notice of Grant of Security Interest in Patents has been duly executed by the Grantor as of the date first above written.

BREATHABLEBABY, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and accepted:

ACCORD FINANCIAL, INC.  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Matthew Ransosian  
Title: Sr. Vice President

*[Signature Page to Notice of Grant of Security Interest in Patents]*

**EXHIBIT A**

**REGISTERED U.S. PATENTS**

| Patent Title   | Patent Number  | Issue Date          |
|--|----------------|---------------------|
| <b>CRIB SHIELD SYSTEM AND OTHER<br/>BREATHABLE APPARATUS</b> | <b>7055192</b> | <b>June 6, 2006</b> |

U.S. PATENT APPLICATIONS

| Patent Application Title | Application No. | Application Filing Date |
|--------------------------|-----------------|-------------------------|
| CRIB LINER               | 15729514        | October 10, 2017        |