

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Balance Point Capital Partners, L.P.		11/30/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Halo Innovations, Inc.		
Street Address:	111 Cheshire Lane		
Internal Address:	Suite 700		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55305		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3518407	BACK IS BEST	
Registration Number:	4664202	BASSINEST	
Registration Number:	4016929	COMFORTLUXE	
Registration Number:	2809073	HALO	
Registration Number:	3582012	HALO	
Registration Number:	3589765	HALO	
Registration Number:	4778523	HALO BASSINEST	
Registration Number:	4123043	HEALTHY HIPS	
Registration Number:	3435487	ON THE GO	
Registration Number:	3122164	PURENIGHT	
Registration Number:	3176761	SAFE DREAMS	
Registration Number:	3765713	SLEEPSACK	
Registration Number:	4411980	SWADDLE CHANGE	
Registration Number:	3522075	TECHNICAL COMFORT SYSTEM	
Registration Number:	3302138	THE SAFER WAY TO SLEEP	
Registration Number:	4112482	THE SAFER WAY TO SWADDLE	
Serial Number:	85830309	HALO	
Serial Number:	85830295	HALO	
TRADEMARK			

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CORRESPONDENCE DATA**Fax Number:** 3128622200*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:** 3128622000**Email:** rob.soneson@kirkland.com**Correspondent Name:** Rob Soneson**Address Line 1:** 300 N LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654**ATTORNEY DOCKET NUMBER:** 17343-2-RFS**NAME OF SUBMITTER:** Rob Soneson**SIGNATURE:** /rsoneson/**DATE SIGNED:** 12/01/2016**Total Attachments: 9**

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Release of Intellectual Property Security Interest (the "**Release**") is made and effective as of November 30, 2016 and granted by Balance Point Capital Partners, L.P., a Delaware limited partnership (the "**Secured Party**"), in favor of Halo Innovations, Inc., a Minnesota corporation (the "**Grantor**").

WHEREAS, pursuant to that certain Subordinated Credit and Security Agreement dated as of June 9, 2014 (the "**Credit and Security Agreement**") the Grantor executed and delivered to the Secured Party that certain Grant of Security Interest In Trademarks and Patents by and between the Grantor and the Secured Party dated as of June 9, 2014 (the "**IP Security Agreement**") and, together with the Credit and Security Agreement, the "**Agreements**");

WHEREAS, pursuant to the Agreements, the Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 5314/0648 on July 2, 2014 and Reel/Frame 033265/0958 on July 2, 2014, and with the Canadian Intellectual Property Office on July 15, 2014; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the IP Collateral pursuant to the IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. Release of Security Interest. The Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**IP Collateral**");

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1 hereto, together with any patents that may issue from these patents, as well as all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto;

(b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations, applications, and common law marks set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. The Secured Party agrees to take, at Grantor's sole cost and expense, all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

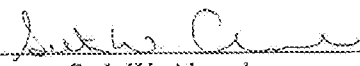
3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**BALANCE POINT CAPITAL
PARTNERS, L.P.**

By: BALANCE POINT CAPITAL
MANAGERS, LLC
Its: General Partner

By: 
Name: Seth W. Alvord
Title: Managing Member

[IP Release - Halo]

**TRADEMARK
REEL: 005932 FRAME: 0724**

SCHEDULE 1

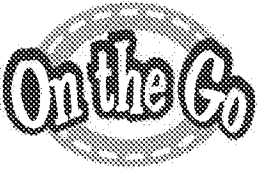
Patents


Patent No. / Appl. No.	Title	Filing Date	Status
6,052,853	MATTRESS AND METHOD FOR PREVENTING ACCUMULATION OF CARBON DIOXIDE IN BEDDING	1/14/1997	Expired
6,334,228	APPARATUS, SYSTEM AND METHOD FOR QUANTIFYING CARBON DIOXIDE DISPERSAL ON VENTILATED SLEEP SURFACES	10/1/1999	Issued
6,370,718	MATTRESS AND METHOD FOR PREVENTING ACCUMULATION OF CARBON DIOXIDE IN BEDDING	2/14/2000	Issued
6,336,237	MATTRESS WITH CONDITIONED AIRFLOW	5/11/2000	Issued
7,036,163	FURNITURE COVER SHEET	2/6/2003	Issued
7,037,188	SYSTEMS FOR DELIVERING CONDITIONED AIR TO PERSONAL BREATHING ZONES	4/6/2004	Issued
7,127,763	CRIB MATTRESS SAFETY FEATURES	4/29/2005	Issued
7,246,392	SWADDLE ACCESSORY	9/9/2005	Issued
8,347,432	ONE-PIECE BLANKET SWADDLE	6/2/2011	Issued
Ser. No. 13/638,246	INFANT HIP JOINT POSITIONING DEVICE AND ASSOCIATED METHODS	9/28/2012	Pending
Unpublished, Ser. No. 11/820,364	GARMENT WITH INDIVIDUAL CARE INFORMATION		Pending -- appeal filed
Unpublished, Ser. No. 14/142,129	INFANT SLEEP DEVICE		Pending

SCHEDULE 2

Trademarks

U.S. Applications and Registrations

Mark	Owner	Serial No. / Registration No.	Filing Date / Registration Date	Status
BACK IS BEST	Halo Innovations, Inc.	78/892,941 3,518,407	May 25, 2006 October 14, 2008	Registered
COMFORTLUXE	Halo Innovations, Inc.	85/068,746 4,016,929	June 22, 2010 August 23, 2011	Registered
HALO	Halo Innovations, Inc.	85/830,309	January 23, 2013	Pending
HALO	Halo Innovations, Inc.	76/289,261 2,809,073	July 23, 2001 January 27, 2004	Registered
HALO	Halo Innovations, Inc.	76/517,247 3,582,012	May 27, 2003 March 3, 2009	Registered
	Halo Innovations, Inc.	77/292,956 3,589,765	October 1, 2007 March 17, 2009	Registered
HEALTHY HIPS	Halo Innovations, Inc.	85/294,128 4,123,043	April 13, 2011 April 3, 2012	Registered
	Halo Innovations, Inc.	77/288,172 3,435,487	September 25, 2007 May 27, 2008	Cancelled
PURENIGHT	Halo Innovations, Inc.	78/645,312 3,122,164	June 7, 2005 July 25, 2006	Registered
SAFE DREAMS	Halo Innovations, Inc.	78/777,242 3,176,761	December 20, 2005 November 28, 2006	Registered
SLEEPSACK	Halo Innovations, Inc.	76/444,234 3,765,713	August 26, 2002 March 30, 2010	Registered
SWADDLE CHANGE	Halo Innovations, Inc.	85/660,790 4,411,980	June 25, 2012 October 1, 2013	Registered

Mark	Owner	Serial No. / Registration No.	Filing Date / Registration Date	Status
TECHNICAL COMFORT SYSTEM	Halo Innovations, Inc.	77/288,174 3,522,075	September 25, 2007 October 21, 2008	Cancelled
THE SAFER WAY TO SLEEP	Halo Innovations, Inc.	78/875,709 3,302,138	May 3, 2006 October 2, 2007	Registered
THE SAFER WAY TO SWADDLE	Halo Innovations, Inc.	85/059,875 4,112,482	June 10, 2010 March 13, 2012	Registered
	Halo Innovations, Inc.	86/268,972 4,778,523	May 1, 2014 July 21, 2015	Registered
BassiNest	Halo Innovations, Inc.	85/751,352 4,664,202	October 11, 2012 December 30, 2014	Registered
HALO	Halo Innovations, Inc.	85/830,295	January 23, 2013	Pending

Canadian Registrations

Mark	Owner	Serial No. / Registration No.	Filing Date / Registration Date	Status
	Halo Sleep Systems, Inc.	0850477 TMA531600	July 11, 1997 May 27, 1998	Cancelled
HALO	Halo Innovations, Inc.	1128045 TMA770187	January 15, 2002 June 21, 2010	Registered
HALO SLEEPSACK	Halo Innovations, Inc.	1479668 TMA804173	April 23, 2010 August 11, 2011	Registered
HEALTHY TIPS	Halo Innovations, Inc.	1541615 TMA884228	August 23, 2011 August 18, 2014	Registered

Mark	Owner	Serial No. / Registration No.	Filing Date / Registration Date	Status
SWADDLE CHANGE	Halo Innovations, Inc.	1605883 TMA888800	December 10, 2010 October 27, 2014	Registered
BassiNest	Halo Innovations, Inc.	1622282 TMA935545	April 9, 2013 April 20, 2016	Registered

**Common Law Trademarks
(Unregistered Color Marks, Designs and Taglines)**



HALO
Sleep Sack
Early Walker
the original wearable blanket

HALO
Sleep Sack
Big Kids
the original wearable blanket

HALO
Sleep Sack
Gift Sets

HALO
bassinest

HALO
Swaddle Change

HALO
Comfortlux

purenight
Your oasis for better sleep.

Everyone Sleeps
Better with HALO®