

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clinical Innovations, LLC		10/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3402659	ACCUCIRC	
Registration Number:	2752902		
Registration Number:	1973681	CLEARVIEW	
Registration Number:	4253800	C-SNORKEL	
Registration Number:	3887754	EBB	
Registration Number:	5037497	FOR MOM. FOR BABY. FOR LIFE.	
Registration Number:	2615500	KIWI	
Registration Number:	4502892	KOALA	
Registration Number:	2145670	KOALA	
Registration Number:	4734563	KOALA	
Registration Number:	4502933	KOALA	
Registration Number:	4659822	LEHRN	
Registration Number:	2562058	OMNICUP	
Registration Number:	4260042	ROM +	
Registration Number:	4151217	ROM PLUS	
CORRESPONDENCE DATA			
Fax Number:	2126983599		

CH \$390.00 3402659

TRADEMARK

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: 2126983500
Email: patents@dechert.com
Correspondent Name: DECHERT LLP
Address Line 1: 1095 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10036-6797

ATTORNEY DOCKET NUMBER:	379520-156224
NAME OF SUBMITTER:	Zhenghui Wang
SIGNATURE:	/Zhenghui Wang/
DATE SIGNED:	10/17/2017

Total Attachments: 7

source=Bambino - Trademark Security Agreement (executed)#page1.tif
source=Bambino - Trademark Security Agreement (executed)#page2.tif
source=Bambino - Trademark Security Agreement (executed)#page3.tif
source=Bambino - Trademark Security Agreement (executed)#page4.tif
source=Bambino - Trademark Security Agreement (executed)#page5.tif
source=Bambino - Trademark Security Agreement (executed)#page6.tif
source=Bambino - Trademark Security Agreement (executed)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of October 17, 2017, (this "Agreement"), by Clinical Innovations, LLC, a Delaware limited liability company (the "Grantor") in favor of Ares Capital Corporation ("Ares"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of October 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement dated as of October 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), by and among BAMBINO MIDCO INC., a Delaware corporation ("Holdings"), BAMBINO MERGER SUB INC., a Delaware corporation (the "Initial Borrower") to be merged with and into BAMBINO CI INC., a Delaware corporation, with such company surviving the merger (prior to such merger, the "Company"; from and after such merger, the "Borrower"), the Lenders from time to time party thereto and Ares, in its capacities as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties and as Swingline Lender). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

in each case to the extent the foregoing items constitute Collateral.

Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

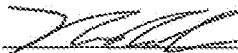
Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.




CLINICAL INNOVATIONS, LLC


By: 
Name: Ken Reali
Title: Chief Executive Officer and President

SCHEDULE I

TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Current Owner of Record
ACCUCIRC	U.S.	77/101460 07-Feb-2007	3402659 25-Mar-2008	10	Clinical Innovations, LLC
CCC Design 	U.S.	78/098150 19-Aug-2003	2752902 19-Aug-2003	10	Clinical Innovations, LLC
CLEARVIEW	U.S.	74/624990 24-Jan-1995	1973681 14-May-1996	10	Clinical Innovations, LLC
C-SNORKEL	U.S.	85/602861 19-Apr-2012	4253800 04-Dec-2012	10	Clinical Innovations, LLC
EBB	U.S.	77/863727 03-Nov-2009	3887754 07-Dec-2010	10	Clinical Innovations, LLC
FOR MOM. FOR BABY. FOR LIFE.	U.S.	86/637021 20-May-2015	5037497 06-Sep-2016	05, 10	Clinical Innovations, LLC
KIWI	U.S.	78/069188 14-Jun-2001	2615500 03-Sep-2002	10	Clinical Innovations, LLC
KOALA	U.S.	85/809322 21-Dec-2012	4502892 25-Mar-2015	10	Clinical Innovations, LLC
KOALA	U.S.	75/071812 13-Mar-1996	2145670 24-Mar-1998	10	Clinical Innovations, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Current Owner of Record
KOALA and Design 	U.S.	86/376406 25-Aug-2014	4734563 12-May-2015	10	Clinical Innovations, LLC
KOALA and Design 	U.S.	85/814890 03-Jan-2013	4502933 25-Mar-2014	10	Clinical Innovations, LLC
LEHRN	U.S.	85/161472 26-Oct-2010	4659822 23-Dec-2014	35, 38	Clinical Innovation, LLC
OMNICUP	U.S.	78/082179 31-Aug-2001	2562058 16-Apr-2002	10	Clinical Innovations, LLC
ROM +	U.S.	85/381620 26-Jul-2011	4260042 18-Dec-2012	05	Clinical Innovations, LLC
ROM PLUS	U.S.	85/250892 24-Feb-2011	4151217 29-May-2012	05	Clinical Innovations, LLC
BABYLANCE	U.S. International Register	79/080935 19-Feb-2010	IR 1034270 19-Feb-2010 US 3857040 05-Oct-2010	10	Clinical Innovations, LLC
BABYLANCE and Design 	U.S. International Register	79/086209 24-Jun-2010	IR 1048021 24-Jun-2010 US 3964587 24-May-2011	10	Clinical Innovations, LLC
KIWI	WIPO International Register	—	1253011 14-Jan-2015	10	Clinical Innovations, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Current Owner of Record
KOALA	WIPO International Register	—	1166145 13-Jun-2013	10	Clinical Innovations, LLC
KOALA and Design 	WIPO International Register	—	1167611 13-Jun-013	10	Clinical Innovations, LLC