

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Basic Comfort, Inc.		03/27/2008	CORPORATION:

RECEIVING PARTY DATA	
Name:	Summer Infant (USA), Inc.
Street Address:	1275 Park East Drive
City:	Woonsocket
State/Country:	RHODE ISLAND
Postal Code:	02895
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	77352334	AIRCARE FOAM
Registration Number:	3028922	AMUSE-N-ME
Serial Number:	77243170	BREATHE EASY
Registration Number:	3193394	BREATHE SAFE
Registration Number:	2761964	CAMP-N-GO
Registration Number:	2213573	EZ CHANGE
Serial Number:	77236354	FLOTHRU
Registration Number:	2764422	HANDY'S PLUS
Registration Number:	2925311	HEAD-N-BACK
Serial Number:	78820882	HOOKED ON COMFORT
Registration Number:	2861415	INCLINED TO SLEEP
Registration Number:	3193397	LIL' SNUGGLER
Registration Number:	3105022	LIL' WIZARD
Registration Number:	3193398	MAIN SQUEEZE

CH \$715.00 77352334

Registration Number:	3240602	MOM ESSENTIALS
Registration Number:	2823209	MY FIRST BATH
Registration Number:	2764404	NURSE EZ
Registration Number:	3193989	OVER THE TOP
Registration Number:	2924128	REST ASSURED
Registration Number:	2764420	REST EZ
Registration Number:	2990239	RESTING UP
Registration Number:	3008940	SLEEP RIGHT HEAD & BACK
Registration Number:	2872972	SLEEP SAFELY
Registration Number:	2849487	SLEEP SOUNDLY
Serial Number:	77279471	SYMMETRY SLEEP SYSTEM
Registration Number:	2771804	TAG ALONG
Serial Number:	77236144	WRAP-N-GO
Registration Number:	2834380	WRAP-N-RIDE

CORRESPONDENCE DATA

Fax Number: (617)310-6001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: behrakisa@gtlaw.com
Correspondent Name: Alex Behrakis
Address Line 1: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	093902-010600
NAME OF SUBMITTER:	Alex Behrakis
Signature:	/Alex Behrakis/
Date:	04/04/2008

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered as of this 31st day of March, 2008 ("Effective Date") by Basic Comfort, Inc., a Colorado corporation ("Assignor"), to and in favor of Summer Infant (USA) Inc. a Rhode Island corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, entered into as of March 25, 2008 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to all of the Assignor's trademarks and service marks, as well as Internet domain names, trade names, fictitious names and other names used in Assignor's business, including, but not limited to, any and all United States and foreign trademark registrations, applications, common law rights, domain name registrations and other rights set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all common law and other corresponding rights that are or may be secured in the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner for Trademarks, and the corresponding entity or agency in each applicable foreign country, to record Assignee as the Assignee and owner of the Marks.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any

of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining by Assignee any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

No provision of this Assignment shall modify, replace, amend, change, rescind, waive or in any way effect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications, and the limitations relating thereto, of the Assignor) set forth in the Purchase Agreement. This Assignment being intended solely to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Rhode Island without giving effect to any choice or conflict of law provision or rule (whether of the State of Rhode Island or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

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SCHEDULE A
MARKS

Filing or Registration Number	Title	Jurisdiction	Date of Filing or Issuance
77/352,334	AirCare Foam	United States	12/14/2007
3,028,922	Amuse-n-Me	United States	12/13/2005
77/243,170	BREATHE EASY	United States	07/31/2007
3,193,394	BREATHE SAFE	United States	01/02/2007
2,761,964	CAMP-N-GO	United States	09/09/2003
2,213,573	EZ CHANGE	United States	12/29/1998
77/236,354	Flothru	United States	07/23/2007
2,764,422	HANDY'S PLUS	United States	09/16/2003
2,925,311	HEAD-N-BACK	United States	02/08/2005
78/820,882	HOOKED ON COMFORT	United States	02/22/2006
2,861,415	INCLINED TO SLEEP	United States	07/06/2004
3,193,397	LIL' SNUGLER	United States	01/02/2007
3,105,022	LIL' WIZARD	United States	06/13/2006
3,193,398	MAIN SQUEEZE	United States	01/02/2007
3,240,602	MOM ESSENTIALS	United States	05/08/2007
2,823,209	MY FIRST BATH	United States	03/16/2004
2,764,404	NURSE EZ	United States	09/16/2003
3,193,989	OVER THE TOP	United States	01/02/2007
2,924,128	REST ASSURED	United States	02/01/2005
2,764,420	REST EZ	United States	09/16/2003
2,990,239	RESTING UP	United States	08/30/2005
3,008,940	SLEEP RIGHT HEAD & BACK	United States	10/25/2005
2,872,972	SLEEP SAFELY	United States	08/10/2004
2,849,487	SLEEP SOUNDLY	United States	06/01/2004
77/279,471	Symmetry Sleep System	United States	09/14/2007
2,771,804	TAG ALONG	United States	10/07/2003
77/236,144	WRAP-N-GO	United States	07/23/2007
2,834,380	WRAP-N-RIDE	United States	04/20/2004