

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Summer Infant (USA), Inc.		04/10/2008	CORPORATION: RHODE ISLAND

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	2972695	BABY'S QUIET SOUNDS
Registration Number:	2978484	SURE AND SECURE
Registration Number:	3105130	ALL-IN-ONE
Registration Number:	3262844	FOR MOMS BY MOMS
Registration Number:	3457562	FOR MOMS BY MOMS
Registration Number:	3204550	FEVER ALERT
Registration Number:	3218811	SOFT EMBRACE
Registration Number:	3269790	HEART-TO-HEART
Registration Number:	3248512	SECURE SOUNDS
Registration Number:	3248529	DELIVERING THE BEST FOR YOU AND YOUR BABY
Registration Number:	3350435	SUMMER INFANT
Registration Number:	3321834	STEP-BY-STEP
Registration Number:	3321835	MOMMIES MELODIES
Registration Number:	3321847	FOLD'N STORE

CH \$1090.00 2972695

Serial Number:	77398206	NATURAL BASICS
Serial Number:	77408833	SUPER SEAT
Serial Number:	77424916	THE BEST TIME OF YOUR LIFE
Serial Number:	77352334	AIRCARE FOAM
Registration Number:	3028922	AMUSE-N-ME
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
Registration Number:	3550264	HOOKED ON COMFORT
Registration Number:	2861415	INCLINED TO SLEEP
Registration Number:	3193397	LIL' SNUGGLER
Registration Number:	3105022	LIL' WIZARD
Registration Number:	3193398	MAIN SQUEEZE
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
Serial Number:	77279471	SYMMETRY SLEEP SYSTEM
Registration Number:	2771804	TAG ALONG
Registration Number:	3401442	WRAP-N-GO
Registration Number:	2834380	WRAP-N-RIDE

CORRESPONDENCE DATA

Fax Number: (203)975-7180

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 203-353-6834

Email: clondon@eapdlaw.com

Correspondent Name: Edwards Angell Palmer & Dodge LLP

Address Line 1: 301 Tresser Boulevard
Address Line 2: Paralegal Christina London
Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	51442.0174 BOA
NAME OF SUBMITTER:	Christina London
Signature:	/christina london/
Date:	01/22/2009

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 10, 2008 is made between Summer Infant (USA), Inc., a Rhode Island corporation (the "Grantor"), and Bank of America, N.A., as Agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor and the Agent, among others, are parties to a Credit Agreement, dated as of April 10, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Secured Parties party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor, among others, has executed and delivered a Guaranty and Security Agreement, dated as of April 10, 2008 (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations and Guarantor Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for the benefit of the Secured Parties, and hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings

and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Guaranty and Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for the benefit of the Secured Parties under the Guaranty and Security Agreement. The Guaranty and Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

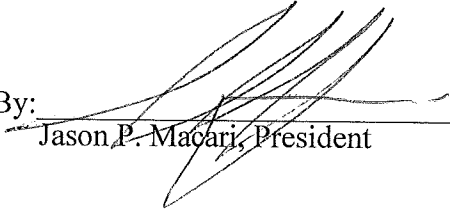
Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

(The next page is the signature page.)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SUMMER INFANT (USA), INC.

By: 
Jason P. Macari, President

BANK OF AMERICA, N.A.,
as Agent

By: _____
Todd G. MacNeill, Vice President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Woonsocket on the 4th day of April, 2008, before me personally appeared Jason P. Macari, the President of SUMMER INFANT (USA), INC., to me known and known by me to be the person executing the foregoing instrument and he acknowledged the foregoing by him executed to be his free act and deed in his said capacity and the free act and deed of SUMMER INFANT (USA), INC.


Notary Public

My commission expires: 7/22/09
-seal-

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the _____ day of April, 2008, before me personally appeared Todd G. MacNeill, the Vice President of BANK OF AMERICA, N.A., to me known and known by me to be the person executing the foregoing instrument and he acknowledged the foregoing by him executed to be his free act and deed in his said capacity and the free act and deed of BANK OF AMERICA, N.A.

Notary Public

My commission expires:
-seal-

[Summer Infant – Trademark Security Agreement]

TRADEMARK
REEL: 003923 FRAME: 0602

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SUMMER INFANT (USA), INC.

By: _____
Jason P. Macari, President

BANK OF AMERICA, N.A.,
as Agent

By: _____
Todd G. MacNeill, Vice President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In _____ on the _____ day of April, 2008, before me personally appeared Jason P. Macari, the President of SUMMER INFANT (USA), INC., to me known and known by me to be the person executing the foregoing instrument and he acknowledged the foregoing by him executed to be his free act and deed in his said capacity and the free act and deed of SUMMER INFANT (USA), INC.

Notary Public
My commission expires:
-seal-

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 3 day of April, 2008 before me, the undersigned notary public, personally appeared Todd MacNeill, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized Vice President of Bank of America, N.A.

Notary Public
My commission expires: 1-25-2013
Print Notary Public's Name: Kalens Herold
Qualified in the Commonwealth of Massachusetts
[Seal]



KALENS HEROLD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 25, 2013

TRADEMARK
REEL: 003923 FRAME: 0603

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Trademarks Mark	Matter Type	Serial No.	Reg. No.	Status
BABY'S QUIET SOUNDS			2,972,695	Registered
SUMMER and design		2,327,610		Expired
LIGHTS & LULLABY		2,239,951		Expired
SURE AND SECURE			2,978,484	Registered
ALL-IN-ONE			3,105,130	Registered
FOR MOMS BY MOMS		78/715,881	3,262,844	Registered
FOR MOMS BY MOMS		77/318,212		Pending
FEVER ALERT		78/623,962	3,204,550	Registered
SOFT EMBRACE		78/623,998	3,218,811	Registered
HEART-TO-HEART		78/692,714	3,269,790	Registered
FOLD AWAY		78/692,752		Abandoned
SECURE SOUNDS		78/692,806	3,248,512	Registered
DELIVERING THE BEST FOR YOU AND YOUR BABY		78/715,911	3,248,529	Registered
SUMMER INFANT		78/799,455		Abandoned
SUMMER INFANT			3,350,435	Registered
STEP BY STEP		78/953,803	3,321,834	Pending
MOMMIES MELODIES		78/954,607	3,321,835	Registered
SIMPLE ASSEMBLY SYSTEM		78/955,530		Abandoned
FOLD 'N' STORE		78/957,805	3,321,847	Registered
QUIET COMFORT		78/968,327		Pending
NATURAL BASICS		77/398,206		Pending
SUPER SEAT		77/408,833		Pending
PLAY YARD PALS		75/446,929		Abandoned
BATH MOBILE		75/374,747		Abandoned
THE BEST TIME OF YOUR LIFE		77/424,916		Pending
AirCare Foam		77/352,334		
Amuse-n-Me			3,028,922	
BREATHE EASY		77/243,170		
BREATH SAFE			3,193,394	
CAMP-N-GO			2,761,964	
EZ CHANGE			2,213,573	
Flothru		77/236,354		
HANDY'S PLUS			2,764,422	
HEAD-N-BACK			2,925,311	

HOOKED ON COMFORT	78/820,882	
INCLINED TO SLEEP		2,861,415
LIL' SNUGGLER		3,193,397
LIL' WIZARD		3,105,022
MAIN SQUEEZE		3,193,398
MOM ESSENTIALS		3,240,602
MY FIRST BATH		2,823,209
NURSE EZ		2,764,404
OVER THE TOP		3,193,989
REST ASSURED		2,924,128
REST EZ		2,764,420
RESTING UP		2,990,239
SLEEP RIGHT HEAD & BACK		3,008,940
SLEEP SAFELY		2,872,972
Symmetry Sleep System	77/279,471	
TAG ALONG		2,771,804
WRAP-N-GO	77/236,144	
WRAP-N-RIDE		2,834,380

Item B. Trademark Licenses. None.