

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Summer Infant (USA), Inc.		08/02/2010	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	800 Fifth Avenue		
Internal Address:	17th Floor		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 60			
Property Type	Number	Word Mark	
Registration Number:	3457562	FOR MOMS BY MOMS	
Registration Number:	3636403	THE BEST TIME OF YOUR LIFE	
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	

CH \$1515.00 3457562

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**TRADEMARK
 REEL: 004255 FRAME: 0390**

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
Registration Number:	3592243	SYMMETRY SLEEP SYSTEM
Registration Number:	3472275	GERM DEFENSE
Registration Number:	3176443	TABLE BIB
Registration Number:	3153413	CLEAN BETWEEN
Registration Number:	3091057	TABLE BIB REUSABLE PROTECTIVE PLACEMAT
Registration Number:	2849487	SLEEP SOUNDLY
Serial Number:	77773353	COZYUP
Registration Number:	3779694	COMPLETE COVERAGE
Serial Number:	77773405	PIDDLEPAD
Serial Number:	77979307	AIRCARE FOAM
Registration Number:	3765393	SWADDLESQUARE
Registration Number:	3765390	SWADDLEPOD
Serial Number:	77682879	STYLISH N' SECURE
Serial Number:	77682877	SECURE SURROUND
Serial Number:	77958898	SLUMBER BUDDIES
Serial Number:	77944964	PRODIGY
Serial Number:	77740343	DR. MOM
Serial Number:	77977907	DR. MOM
Serial Number:	77933548	KEEP ME CLEAN
Serial Number:	77781988	BUTTERFLY LIVING
Serial Number:	77747563	SLUMBER SACK
Serial Number:	77690948	SWADDLEME POD
Serial Number:	77690938	SLUMBERME

Registration Number:	3745375	BEST VIEW
Registration Number:	3716539	NATURALLY YOURS
Serial Number:	77559264	CUDDLE ME
Serial Number:	77542440	SECURE SLEEP
Serial Number:	77536408	BREATHE EASY
Registration Number:	3690233	SMART SOLUTIONS
Registration Number:	3604143	DAY & NIGHT
Registration Number:	3401442	WRAP-N-GO
Serial Number:	77094179	BOO-BOO RESCUE FIRST AID AND BRAVERY KIT
Serial Number:	77094173	BOO-BOO JUICE
Serial Number:	77011752	BOO-BOO CARE
Serial Number:	77398206	NATURAL BASICS

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-239-0310
Email: jdavis@eapdlaw.com
Correspondent Name: Jessica Davis
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	51442.0174
NAME OF SUBMITTER:	Jessica Davis
Signature:	/Jdavis/
Date:	08/05/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 2, 2010 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 August 2, 2010 (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 August 2, 2010 (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;

WHEREAS, the Grantor and the Agent have entered into that certain Reaffirmation of Trademark Security Agreement, of even date herewith, reaffirming that certain Trademark Security Agreement dated April 10, 2008; 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: [Signature]
Jason P. Macari, President and CEO

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name:
Title:

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Woonsocket on the 29th day of July, 2010, before me personally appeared Jason P. Macari, the President and CEO 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.

[Signature]
Notary Public
My commission expires: 7/22/2013
-seal-

STATE OF WASHINGTON
COUNTY OF _____

In _____ on the ____ day of _____, 2010, before me personally appeared _____, the _____ 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-

[Trademark Security Agreement]

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 and CEO

BANK OF AMERICA, N.A.,
as Agent

By: *Ken Puro*
Name: Ken Puro
Title: Vice President

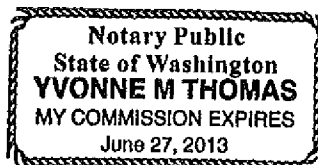
STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In _____ on the ____ day of _____, 2010, before me personally appeared Jason P. Macari, the President and CEO 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-

STATE OF WASHINGTON
COUNTY OF King

In Seattle on the 29 day of July, 2010, before me personally appeared Ken Puro, the VP 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.



Yvonne M. Thomas
Notary Public Yvonne M. Thomas
My commission expires: 6/27/2013
-seal-

[Trademark Security Agreement]

TRADEMARK
REEL: 004255 FRAME: 0397

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Trademarks

Mark	Serial No.	Reg. No.
FOR MOMS BY MOMS	77/318,212	3,457,562
NATURAL BASICS	77/398,206	3,732,029
THE BEST TIME OF YOUR LIFE	77/424,916	3,636,403
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' SNUGLER		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	3,592,243
GERM DEFENSE	78828956	3,472,275
TABLE BIB	78687662	3,176,443
CLEAN BETWEEN	78674069	3,153,413
TABLE BIB	78357318	3,091,057
REUSABLE PROTECTIVE PLACEMAT		
SLEEP SOUNDLY	78173799	2,849,487

COZYUP	77773353	
COMPLETE	77662858	3,779,694
COVERAGE		
PIDDLEPAD	77773405	
AIRCARE FOAM	77979307	
SWADDLESQUARE	77772661	3,765,393
SWADDLEPOD	77767230	3,765,390
STYLISH N' SECURE	77682879	
SECURE	77682877	
SURROUND		
SLUMBER BUDDIES	77958898	
PRODIGY	77944964	
DR. MOM	77740343	
DR. MOM	77977907	
KEEP ME CLEAN	77933548	
BUTTERFLY LIVING	77781988	
SLUMBER SACK	77747563	
SWADDLEME POD	77690948	
SLUMBERME	77690938	
BEST VIEW	77667670	3,745,375
NATURALLY	77559359	3,716,539
YOURS		
CUDDLE ME	77559264	
SECURE SLEEP	77542440	
BREATHE EASY	77536408	
SMART SOLUTIONS	77482781	3,690,233
DAY & NIGHT	77481088	3,604,143
WRAP-N-GO	77236144	3,401,442
BOO-BOO RESCUE	77094179	
FIRST AID KIT		
BOO-BOO JUICE	77094173	
BOO-BOO CARE	77011752	

Item B. Trademark Licenses. None.