

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COMMERCE CAPITAL, LP		07/06/2009	LIMITED PARTNERSHIP: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMMERCE CAPITAL, LP		
<b>Street Address:</b>	5115 Maryland Way, Suite 304		
<b>City:</b>	BRENTWOOD		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37027		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77346434	USA BABY WELCOME HOME.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(615)251-1059		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6152560500		
<b>Email:</b>	jaf@h3gm.com		
<b>Correspondent Name:</b>	Jacob A. Feldman, Esq		
<b>Address Line 1:</b>	315 DeaderickStreet, Suite 1800		
<b>Address Line 4:</b>	NASHVILLE, TENNESSEE 37238-1800		
<b>NAME OF SUBMITTER:</b>		Andrew Higgins	
<b>Signature:</b>		/Andrew Higgins/	
<b>Date:</b>		08/26/2010	
Total Attachments: 3			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is entered into as of July 6, 2009 (the "Effective Date"), by and between COMMERCE CAPITAL, LP, a Tennessee limited partnership, as the secured party of substantially all of the assets of USA Baby, Inc. ("Secured Party"), and COMMERCE CAPITAL, LP, a Tennessee limited partnership, as the successful bidder to purchase substantially all of the assets of USA Baby, Inc. at the Uniform Commercial Code sale held on the Effective Date ("Buyer").

### WITNESSETH:

WHEREAS, Secured Party extended credit to USA Baby, Inc. pursuant to a loan agreement dated as of May 14<sup>th</sup>, 2004, together with a secured promissory note, a security agreement, and certain other guarantees and pledge agreements (the "Loan Documents");

WHEREAS, USA Baby, Inc. filed for bankruptcy and defaulted under the Loan Documents, and Secured Party foreclosed and was granted relief from the automatic stay granted by the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, dated May 13<sup>th</sup>, 2009 to conduct the Uniform Commercial Code sale held on the Effective Date (the "Sale");

WHEREAS, Secured Party's sale of substantially all of the assets of USA Baby, Inc. at the Sale included the sale of the trademark application listed on Exhibit A to this Assignment (the "Mark"); and

WHEREAS, because Buyer was the successful bidder at the Sale, Secured Party has agreed to assign and transfer all of its rights to the Mark to Buyer.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and as part of the Sale and the transactions contemplated therein, the parties, intending to be legally bound, agree as follows:

Secured Party does hereby transfer and assign to Buyer all of Secured Party's right, title and interest in and to the Mark, together with all of Secured Party's common law rights with respect thereto and the goodwill associated with the Mark.

Secured Party shall execute any documentation necessary to effectuate the foregoing assignment to Buyer and shall take any and all action necessary to assist Buyer in maintaining or defending the Mark.

\* \* \* \*

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date.

**SECURED PARTY:**  
COMMERCE CAPITAL, LP

By: Commerce Equity Capital Corp.,  
General Partner

By: *Andrew Higgins*  
Andrew Higgins

**BUYER:**  
COMMERCE CAPITAL, LP

By: Commerce Equity Capital Corp.,  
General Partner

By: *Andrew Higgins*  
Andrew Higgins

STATE OF TENNESSEE  
COUNTY OF Williamson

Personally appeared before me, the undersigned Notary Public for the state and county aforesaid, Andrew Higgins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she is the President of COMMERCE EQUITY CAPITAL CORP., a corporation and the general partner of COMMERCE CAPITAL, LP, a limited partnership, the within named bargainor, and that he/she, as such President of said general partner, being authorized so to do, executed the within instrument as the act and deed of said bargainor for the purposes therein contained by signing the name of said general partner by himself/herself as such President.

WITNESS my hand and seal at office this 26<sup>th</sup> day of August, 2010.

*Billie Kay Patton*  
Notary Public

My Commission Expires: 05/07/2013



**EXHIBIT A**

Trademark Application

<u>Mark</u>	<u>Serial No.</u>	<u>Reg. No.</u>
USA Baby Welcome Home	77346434	Application filed 12/07/07

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