# OP \$65.00 2456

## 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           |
|----------------------------|----------|----------------|-----------------------|
| Strata International, Inc. |          | 09/24/2010     | CORPORATION: COLORADO |

### 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: DELAWARE     |

### PROPERTY NUMBERS Total: 2

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 2456498 | BABY SHADE |
| Registration Number: | 2827695 | SWADDLEME  |

### **CORRESPONDENCE DATA**

Fax Number: (703)248-9244

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

Phone: 7032489220

Email: thomas.champagne@ipstrategiespc.com

Correspondent Name: Thomas M. Champagne
Address Line 1: 1048 Dead Run Drive

Address Line 4: McLean, VIRGINIA 22101

| ATTORNEY DOCKET NUMBER: | SUMSTRATA            |
|-------------------------|----------------------|
| NAME OF SUBMITTER:      | Thomas M. Champagne  |
| Signature:              | /tmc/                |
| Date:                   | 10/19/2010 TRADEMARK |

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TRADEMARK
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# **ASSIGNMENT OF TRADEMARK RIGHTS**

Whereas Summer Infant (USA), Inc., a Delaware corporation, having a principal place of business at 1275 Park East Drive, Woonsocket, Rhode Island 02895, herein referred to as "Assignee", has purchased from Strata International, Inc., herein referred to as "Assignor", the rights to the trademarks listed below; and

Whereas the purchase referenced above was formalized in a purchase agreement between Assignee and Assignor on or about August 18, 2010 (the "Purchase Agreement"):

Now therefore, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title, and interest to the listed marks and any applications and registrations therefore, together with the goodwill of the business in which the marks are used and symbolized by the marks, along with all rights to sue and recover damages for past infringement of the marks.

| Mark       | Registration<br>No. | Issue Date | Application<br>No. | Filing Date |
|------------|---------------------|------------|--------------------|-------------|
| BABY SHADE | 2,456,498           | 2001-05-29 | 75/565,567         | 1998-10-06  |
| SWADDLEME  | 2,827,695           | 2004-03-30 | 78/140,997         | 2002-07-03  |

AND Assignor hereby agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest all Assignor's rights, title, and interest in and to said marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

**AND** Assignor authorizes and requests the Director of Patents and Trademarks to issue any registration of the marks on any said application to Assignee, and Assignee's successors and assigns, in accordance herewith.

AND Assignor sells, assigns, and transfers to Assignee the entire and exclusive right, title, and interest in and to any and all divisional applications and registrations that may be granted in the United States that are related to the listed registrations and applications, together with the goodwill of the business in which the marks are used and symbolized by the marks, along with all rights to sue and recover damages for past infringement of the marks. Assignor further

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authorizes and requests the Director of Patents and Trademarks to issue any said registrations to Assignee, for Assignee's exclusive benefit, to the full end of the term for which any said registrations may be granted, as fully and entirely as the same would have been held by Assignor if this assignment and sale had not been made.

AND Assignor sells, assigns, and transfers to Assignee the full and exclusive right to said trademarks in any foreign country or region in which Assignor has similar rights to those held in the United States, whether by international treaty or otherwise, and the entire right, title, and interest in and to any and all related or counterpart trademark applications and registrations that may be granted therefor in any said foreign country or region. Assignor further authorizes and requests the respective foreign trademark authority to issue any said registration to Assignee, for Assignee's exclusive benefit, to the full end of the term for which any said registration may be granted, as fully and entirely as the same would have been held by Assignor if this assignment and sale had not been made.

| Understood and agreed: |
|------------------------|
|------------------------|

ASSIGNOR

Signature:

Strata International, Inc.

By Steve Gibree, Executive Vice President

Date:

On this 24th day of September, 2010, before me personally appeared Steve Givree, to me personally known as the individual who executed the foregoing Assignment, and who acknowledged to me that he executed the same of his own free will for the purposes set

forth therein.

SEAL

My commission expires: 3/2//

TRADEMARK

RECORDED: 10/19/2010