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
Summer Infant, Inc.		109/24/2010 I	CORPORATION: RHODE ISLAND

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: 15

Property Type	Number	Word Mark	
Registration Number:	3105130	ALL-IN-ONE	
Registration Number:	2972695	BABY'S QUIET SOUNDS	
Registration Number:	3248529	DELIVERING THE BEST FOR YOU AND YOUR BABY	
Registration Number:	3204550	FEVER ALERT	
Registration Number:	3321847	FOLD'N STORE	
Registration Number:	3262844	FOR MOMS BY MOMS	
Registration Number:	3457562	FOR MOMS BY MOMS	
Registration Number:	3269790	HEART-TO-HEART	
Registration Number:	3321835	MOMMIES MELODIES	
Registration Number:	3248512	SECURE SOUNDS	
Registration Number:	3218811	SOFT EMBRACE	
Registration Number:	3321834	STEP-BY-STEP	
Registration Number:	2327610	SUMMER	
Registration Number:	3350435	SUMMER INFANT	

900174321 REEL: 004299 FRAME: 0138

Registration Number: 2978484 SURE AND SECURE **CORRESPONDENCE DATA** (703)248-9244 Fax Number: Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 7032489220 Email: thomas.champagne@ipstrategiespc.comCorrespondent Name: Thomas M. Champagne Address Line 1: 1048 Dead Run Drive Address Line 4: McLean, VIRGINIA 22101 ATTORNEY DOCKET NUMBER: SUMSUM NAME OF SUBMITTER: Thomas M. Champagne Signature: /tmc/ 10/19/2010 Date: **Total Attachments: 3** source=Summer assignment#page1.tif

source=Summer assignment#page2.tif source=Summer assignment#page3.tif

TRADEMARK
REEL: 004299 FRAME: 0139

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 transferred from Summer Infant, Inc., herein referred to as "Assignor", the rights to the trademarks listed below; and

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 No.	Issue Date	Application No.	Filing Date
ALL-IN-ONE	3,105,130	2006-06-13	78/496,490	2004-10-07
BABY'S QUIET SOUNDS	2,972,695	2005-07-19	78/129,991	2002-05-20
DELIVERING THE BEST FOR YOU AND YOUR BABY	3,248,529	2007-05-29	78/715,911	2005-09-19
FEVER ALERT	3,204,550	2007-01-30	78/623,962	2005-05-05
FOLD 'N' STORE	3,321,847	2007-10-23	78/957,805	2006-08-22
FOR MOMS BY MOMS	3,262,844	2007-07-10	78/715,881	2005-09-19
FOR MOMS BY MOMS	3,457,562	2008-07-01	77/318,212	2007-10-31
HEART-TO- HEART	3,269,790	2007-07-24	78/692,714	2005-08-15
MOMMIES MELODIES	3,321,835	2007-10-23	78/954,607	2006-08-17
SECURE SOUNDS	3,248,512	2007-05-29	78/692,806	2005-08-15
SOFT EMBRACE	3,218,811	2007-03-13	78/623,998	2005-05-05
STEP BY STEP	3,321,834	2007-10-23	78/953,803	2006-08-16
SUMMER and design	2,327,610	2000-03-14	75/357,841	1997-09-12
SUMMER INFANT	3,350,435	2007-12-04	78/978,949	2006-01-25

TRADEMARK REEL: 004299 FRAME: 0140

SURE AND	2 078 484	2005-07-26	78/202,762	2003-01-13
SECURE	2,970,404	2000-07-20	70/202,702	2000 01 10

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 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:

TRADEMARK
REEL: 004299 FRAME: 0141

Signature:

Date:

Summer Infant, Inc. By Steve Gibree

Executive Vice President

State of ___

On this It day of Leptanties, 2010, before me personally appeared Steve Gibree, 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

Notary Public My commission expires: 3/31/2014

TRADEMARK REEL: 004299 FRAME: 0142

RECORDED: 10/19/2010