

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Kiddopotamus and Company		11/02/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Summer Infant (USA), Inc.		
Street Address:	1275 Park East Drive		
City:	Woonsocket		
State/Country:	RHODE ISLAND		
Postal Code:	02895		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	3044618	POSHPOUCH	
Registration Number:	3069285	DOODLEDINER	
Serial Number:	85127141	CRADLER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)443-0004		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-443-9292		
Email:	trademarks@sunsteinlaw.com		
Correspondent Name:	Nicole Rizzo Smith		
Address Line 1:	125 Summer Street		
Address Line 2:	Sunstein Kann Murphy & Timbers LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1618		
ATTORNEY DOCKET NUMBER:	3637/314,331,339		
NAME OF SUBMITTER:	Nicole Rizzo Smith		

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**TRADEMARK**  
 REEL: 004409 FRAME: 0951

Signature:	/nicole rizzo smith/
Date:	11/04/2010
Total Attachments: 5 source=3637314 assignment#page1.tif source=3637314 assignment#page2.tif source=3637314 assignment#page3.tif source=3637314 assignment#page4.tif source=3637314 assignment#page5.tif	

## CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (the "Assignment"), entered into as of the 18th day of August, 2010 (the "Effective Date"), is made by and between Kiddopotamus & Company, a corporation organized under the laws of Delaware, with its principal place of business at 14012 Fontana Street, Leawood, Kansas 66224 (the "Assignor"), and Summer Infant (USA), Inc., a corporation organized under the laws of Delaware, with its principal place of business at 1275 Park East Drive, Woonsocket, Rhode Island, 02895 (the "Assignee").

In consideration of the value received and the mutual covenants of the parties, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

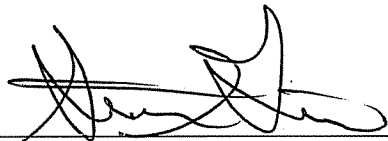
1. Background. On or about August 18, 2010, Assignor assigned the trademarks set forth on Schedule A attached hereto (the "Trademarks"), together with the goodwill associated therewith, to the Assignee. Assignor now confirms its assignment of the Trademarks to Assignee and Assignee confirms that it accepted such assignment on the terms and conditions set forth in this Assignment.
2. Grant. Assignor has sold, assigned, and transferred, to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks. If Assignor's prior assignment is, for any reason, ineffective, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights, trademark applications, registrations,

and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks.

3. Further Acts / Recordal. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable the Assignee to record the Assignment in the territories concerned, including recordations of assignment of trademark suitable for filing with the United States Patent and Trademark Office and equivalent foreign agencies. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recordal of the assignment of the Trademarks and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this Confirmatory Trademark Assignment to be executed as of the Effective Date.

KIDDOPOTAMUS & COMPANY

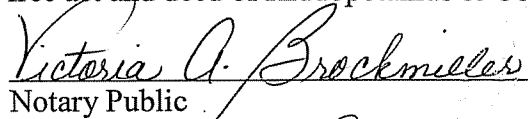
By:   
Name: Steve Gibree  
Title: Executive Vice President

Date: 7-2-2010

**CERTIFICATE OF ACKNOWLEDGMENT**

COUNTRY OF U.S.A.  
STATE OF Rhode Island  
COUNTY OF Providence


Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 2nd day of November, 2010, Steve Gibree personally appeared and who being by me duly sworn, deposes and says that he is the Executive Vice President of Kiddopotamus & Co. and that he/she is authorized to sign and has signed the foregoing instrument as such Executive Vice President and that he/she acknowledges such signing to be the free act and deed of Kiddopotamus & Co.

  
Notary Public

Victoria A. Brockmiller  
Print or Stamp Name of Notary

3/21/2014  
My Commission Expires

SUMMER INFANT (USA), INC.

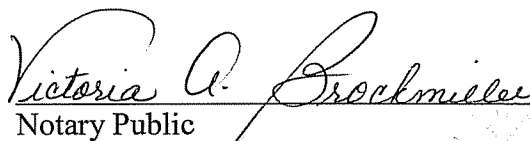
By:   
Name: Steve Gibree  
Title: Executive Vice President

Date: 11-2-2010

**CERTIFICATE OF ACKNOWLEDGMENT**

COUNTRY OF U.S.A.  
STATE OF Rhode Island  
COUNTY OF Providence

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 2nd day of November, 2010, Steve Gibree personally appeared and who being by me duly sworn, deposes and says that he is the Executive Vice President of Summer Infant (USA) Inc. and that he/she is authorized to sign and has signed the foregoing instrument as such Executive Vice President and that he/she acknowledges such signing to be the free act and deed of Summer Infant (USA), Inc.

  
Notary Public

Victoria A. Brockmiller  
Print or Stamp Name of Notary

3/21/2014  
My Commission Expires

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**SCHEDULE A**

The Trademarks being assigned include all formatives of the marks listed below, namely, all marks comprised of or containing any of the marks listed below, including, but not limited to the marks in all colors, styles, fonts, combinations of upper and lower case letters:

<b>TRADEMARK</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>
<b>POSHPOUCH</b>	<b>78/389,296</b>	<b>3,044,618</b>
<b>DOODLEDINER</b>	<b>78/420,993</b>	<b>3,069,285</b>
<b>CRADLER</b>	<b>85/127,141</b>	

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