# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the date of the Assignment referenced as August 18, 2010, previously recorded on Reel 004409 Frame 0951. Assignor(s) hereby confirms the date of the Assignment is November 12, 2010.	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kiddopotamus and Company		11/02/2010	CORPORATION: DELAWARE

#### **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: 3

Property Type	Number	Word Mark
Serial Number:	85127141	CRADLER
Registration Number:	3044618	POSHPOUCH
Registration Number:	3069285	DOODLEDINER

### CORRESPONDENCE DATA

Fax Number: (617)443-0004

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

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

TRADEMARK REEL: 004463 FRAME: 0577 85127141

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NAME OF SUBMITTER:	Nicole Rizzo Smith
Signature:	/nicole rizzo smith/
Date:	01/28/2011
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:

Background. On or about August 18, 2010, Assignor assigned the trademarks set forth 1.

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.

Grant. Assignor has sold, assigned, and transferred, to Assignee, its successors and 2.

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 Phode Saland

COUNTY OF Proudence

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this And day of Notamber, 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. DROCKMI

Print or Stamp Namé of Notary

My Commission Expires

SUMMER INFANT (USA), INC.

lame:\Steve Gibree

Title: Executive Vice President

Date: 11-2 -7010

### CERTIFICATE OF ACKNOWLEDGMENT

COUNTRY OF

STATE OF

COUNTY OF

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this Ind 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.

Print or Stamp Name of Notary

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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:

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

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**RECORDED: 01/28/2011**