

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bridge Healthcare Finance, LLC		03/31/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Basic Comfort, Inc.
Street Address:	5151 Franklin Street
City:	Denver
State/Country:	COLORADO
Postal Code:	80216
Entity Type:	CORPORATION: COLORADO

Name:	Summer Infant (USA), Inc.
Street Address:	1275 Park East Drive
City:	Woonsocket
State/Country:	RHODE ISLAND
Postal Code:	02895
Entity Type:	CORPORATION: RHODE ISLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78173797	INCLINED TO SLEEP
Serial Number:	78173799	SLEEP SOUNDLY
Serial Number:	78173953	REST ASSURED
Serial Number:	78183217	WRAP-N-RIDE
Serial Number:	78183287	CAMP-N-GO
Serial Number:	78183319	MY FIRST BATH
Serial Number:	78183326	NURSE EZ
Serial Number:	78185282	REST EZ

CH \$365.00 78173797

Serial Number:	78185285	TAG ALONG
Serial Number:	78185301	HANDY'S PLUS
Serial Number:	78362634	HEAD-N-BACK
Serial Number:	78455781	LIL' WIZARD
Serial Number:	78481526	SLEEP RIGHT HEAD & BACK
Serial Number:	78534610	AMUSE-N-ME

CORRESPONDENCE DATA

Fax Number: 6174430004
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 6174439292
Email: trademarks@sunsteinlaw.com
Correspondent Name: Steven A. Abreu
Address Line 1: 125 Summer Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	3763/2000
NAME OF SUBMITTER:	Steven A. Abreu
Signature:	/Steven Abreu/
Date:	02/15/2013

Total Attachments: 10
source=March 28 2008 Release#page1.tif
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source=March 28 2008 Release#page4.tif
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March 28, 2008

Basic Comfort, Inc.
5151 Franklin Street
Denver, CO 80216
Attn: John Lord, CEO & President
Telephone: 303-778-7535
Telecopy: 303-778-0143

Summer Infant (USA), Inc.
1275 Park East Drive
Woonsocket, Rhode Island 02895
Attn: Jason Macari, CEO and President
Telephone: (401) 671-6563
Telecopy: (401) 671-6051

Re: **Loan and Security Agreement dated as of February 6, 2007 among BASIC COMFORT, INC., a Colorado corporation (the "Borrower"), BRIDGE HEALTHCARE FINANCE, LLC, a Delaware limited liability company ("Bridge Healthcare"), as Revolving Loan Administrative Agent for itself as sole lender (as assignee of Fordham Financial Services, Inc.) under the Loan Agreement defined below (Bridge Healthcare, in its capacity as agent under the Loan Agreement, the "Agent"; Bridge Healthcare, in its capacity as sole lender under the Loan Agreement, the "Lender") (such Loan and Security Agreement, as the same may from time to time be amended, restated, supplemented or otherwise modified, the "Loan Agreement")**

Mr. Lord & Mr. Macari:

Reference is hereby made to the Loan Agreement described above. Capitalized terms used but not defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Agent that Borrower will, on or prior to 2:00 p.m. (Chicago time) on March 31, 2008 (such date and time, the "Payoff Deadline") repay the outstanding Obligations due to Lender with the proceeds Borrower will receive in connection with the sale of substantially all of Borrower's assets (the "Purchased Assets") pursuant to the terms of that certain Asset Purchase Agreement dated March 25, 2008 among the Borrower, Summer Infant (USA), Inc. ("Purchaser") and the other parties named therein. If the repayment of the Obligations is not received prior to the Payoff Deadline, the repayment by Borrower must include sufficient interest per diem as stated in Schedule 1 hereto to the date of that actual payoff. The aggregate amount of the Obligations is set forth as the "Total Payoff Amount" on Schedule 1 hereto (the "Payoff Amount"). The Payoff Amount assumes that no new Loans have been made, and no new collections have been received by Agent under the Loan Agreement since the date of issuance of this letter agreement and prior to the Payoff Deadline.

Borrower hereby acknowledges and agrees that if the Payoff Amount and the per diem, if applicable, are not received by Lender by 2:00 p.m. (Chicago time) April 7, 2008, the Payoff

Amount and stated per diem set forth in this letter agreement shall have no force or effect, Agent shall not be bound hereby and Borrower and Purchaser shall not be entitled to rely hereon. The parties to this letter agreement acknowledge and agree that from the date hereof through April 7, 2008, no new Loans may be made under the Loan Agreement.

Upon Agent's receipt of the Payoff Amount and, if applicable, the per diem, in immediately available funds prior to the Payoff Deadline and receipt by Agent of a copy of this letter agreement executed by Borrower and Purchaser in unaltered form: (i) all amounts (other than Continuing Obligations and Indemnity Obligations (defined below)) then owing to Agent and Lender shall have been paid in full, (ii) the Loan Documents shall be terminated except to the extent provisions therein survive termination by their terms; (iii) all security interests and liens granted to Agent in all Collateral of Borrower pursuant to the Loan Documents shall automatically terminate without further action required; (iv) Agent authorizes Borrower and Purchaser to prepare and file any and all releases and terminations necessary to terminate any and all UCC financing statements or other Loan Documents filed against Borrower by or on behalf of Agent, and Agent agrees to promptly execute all reasonable and customary lien releases to give effect thereto upon Borrower's written request; and (v) Agent hereby agrees to promptly deliver to any depository institution with which a control agreement is in effect written notice of termination of any lockbox and/or control account arrangements.

Notwithstanding anything to the contrary contained herein, Borrower is not released from, and Borrower hereby ratifies and confirms its continuing liability to Agent and Lender for the indefeasible payment and satisfaction in full of the following (collectively, "Continuing Obligations"): (i) any and all indemnity obligations under any of the Loan Documents not yet due and payable and which by their terms survive the termination of the Loan Documents (collectively, the "Indemnity Obligations"); (ii) interest (at the interest rate provided for in the Loan Agreement) upon all amounts owed to Agent and Lender in respect of the Continuing Obligations, which interest shall accrue from the date on which each such amount is due under the terms of the Loan Documents as in effect immediately prior to the effectiveness hereof, until Agent has received full and final payment thereof in immediately available funds; and (iii) all obligations of Borrower to Agent and Lender under this letter agreement. In the event any payment made to, or other amount or value received by, Agent or Lender from or for the account of Borrower is avoided, rescinded, set aside or must otherwise be returned or repaid by Agent or Lender whether in any bankruptcy, reorganization, insolvency or similar proceeding involving Borrower, any of its subsidiaries or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) as unsecured debt and shall be enforceable against Borrower. In such event, Borrower shall, be and remain liable to Agent and Lender for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Agent and Lender with interest accruing thereon from and after the date such amount is so repaid or recovered. Notwithstanding the foregoing, upon Agent's receipt of the Payoff Amount and, if applicable, the per diem, neither Agent nor Lender shall have any further right or claim against the Purchased Assets.

By execution of this letter agreement, Borrower acknowledges and confirms that it

does not have any offsets, defenses, recoupments or claims against the Agent or Lender, or any of the Agent's or Lender's parent company, present and former affiliates and subsidiaries, predecessors in interest, present and former officers, agents, directors, attorneys and employees, and the respective heirs, executors, successors and assigns of all of the foregoing, whether past, present or future (collectively with Agent and Lender, the "Lender Affiliates"), whether asserted or unasserted. To the extent that they may have such offsets, defenses, recoupments or claims, the Borrower and each of its successors, assigns, affiliates, predecessors, employees, agents, heirs, executors, shareholders and subsidiaries, whether past present or future (collectively with Borrower, the "Borrower Affiliates") as applicable, jointly and severally, release and forever discharge the Agent and Lender and the Lender Affiliates, of and from any and all manner of action and actions, cause and causes of action, suits, debts, torts, controversies, damages, judgments, executions, recoupments, claims and demands whatsoever, asserted or unasserted, in law or in equity which, against the Agent, the Lender and/or the Lender Affiliates, they ever had, now have or which Borrower Affiliates ever had or now has, upon or by reason of any matter, cause, causes or thing whatsoever, including, without limitation, any presently existing claim, recoupment or defense, whether or not presently suspected, contemplated or anticipated.

From and after the date of Agent's receipt of the Pay Off Amount, Borrower hereby irrevocably directs Agent, and Agent agrees, to forward on a weekly basis to Purchaser, pursuant to the instructions listed below (the "Purchaser's Account") any collected funds (net of any wire transfer or other fees or expenses of Agent associated therewith and any indemnification amounts described below in the following sentence) received by Agent from the Lockbox in effect pursuant to the Loan Documents. In consideration of the foregoing, Purchaser agrees to indemnify and hold harmless Agent and Lender from and against any (i) returned or charged-back items, (ii) reversals or cancellations of payment orders or other electronic fund transfers and (iii) overdrafts resulting from adjustments or corrections of previous charges or postings, to the extent that such actions occur with respect to funds transferred to Purchaser's Account pursuant to this paragraph. Agent shall transfer any funds pursuant to this paragraph to Purchaser pursuant to the following instructions:

Purchaser's Account:

Bank Name: Bank of America
City & State: 111 Westminster Street
Providence RI 02903
ABA Routing No.: 011500010
Account No.: 003940329741
Reference: Summer Infant (USA), Inc.

Borrower represents and warrants that (i) it is represented by legal counsel of its choice, is fully aware of the terms contained in this letter agreement and has voluntarily and without coercion or duress of any kind entered into this letter agreement and documents executed in

Basic Comfort; Summer Infant (USA), Inc.

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connection with this letter agreement or (ii) it has knowingly and intentionally waived its right to have legal counsel of its choice review and represent it with respect to the negotiation and preparation of this letter agreement.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without reference to the conflicts or choice of law principles thereof. This letter agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and by facsimile, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same letter agreement.

[Remainder of page intentionally left blank.]

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Please acknowledge your receipt of and agreement to the terms and conditions set forth in this letter agreement by executing a copy of this letter agreement in the appropriate space indicated below and returning it to Agent via fax.

Very truly yours,

BRIDGE HEALTHCARE FINANCE LLC, as
Revolving Loan Administrative Agent for the
Lender

By: 

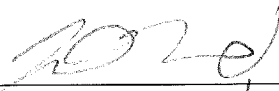
Name: Kim Gordon

Title: Executive Vice President and Chief Credit Officer

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ACKNOWLEDGED AND AGREED TO
this 31st day of March, 2008:

Basic Comfort, Inc., a Colorado corporation

By: 
Name: John L. O.
Title: CEO

Summer Infant (USA), Inc.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED TO
this 28th day of March, 2008:

BASIC COMFORT, INC., a Colorado corporation


By: _____
Name: _____
Title: _____

Summer Infant (USA), Inc.

By: _____
Name: JOHN P. MORGAN
Title: CEO

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ACKNOWLEDGED AND AGREED TO
this 31st day of March, 2008:



John D. Lord, Guarantor

Schedule 1
Payoff Amount

Outstanding Principal and Interest as of March 31, 2008:

Revolving Loan:	\$1,373,278.49
Accrued and Unpaid Collateral Management Fee (through Payoff Deadline)	\$ 75,000.00
Legal Fees and Expenses (through Payoff Deadline)	\$ 5,000.00
Yield Maintenance/Collateral Management Fee	\$ 25,000.00
<u>Total Payoff Amount:</u>	\$ 1,478,278.49
Per Diem	\$0.00

Wire Funds to:

Agent's Bank: LaSalle Bank, N.A.
ABA No.: 071000505
Credit to: Bridge Healthcare Finance, LLC
Account No.: 5800678236
Re: Basic Comfort, Inc.

Colorado UCC Financing Statement - Termination

Printed On: 04/01/2008 12:55:01 MDT

County: 99-Secretary_of_State

Reception Number: 2008F032945

Filed: 04/01/2008 12:54:50 MDT

Filing Information

Original County Code: 99 - Secretary of State

Original Reception Number: 20072009215

Original Date Filed: 01/26/2007

EFS Yes

**Authorized Party #1: BRIDGE
HEALTHCARE FINANCE LLC**

Optional Filer Reference Data

093902BASIC FBO BRIDGE