

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Patricia A. Gilbert		09/10/2013	INDIVIDUAL: UNITED STATES
April D. Lowell		09/10/2013	INDIVIDUAL: UNITED STATES
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: RHODE ISLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3729116	NIGHTY NIGHT NURSING LIGHT	
CORRESPONDENCE DATA			
Fax Number:	4014536411		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	401 453 6400		
Email:	lcserr@crflp.com		
Correspondent Name:	LuAnn Cserr		
Address Line 1:	One Park Row Suite 300		
Address Line 2:	Chace Ruttenberg & Freedman		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	SIT.MISC		
NAME OF SUBMITTER:	LUANN CSERR		
SIGNATURE:	/LuAnn Cserr/		
DATE SIGNED:	07/07/2014		
Total Attachments: 5			
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TRADEMARK			

OP \$40.00 3729116

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered as of this 12 day of September, 2013 ("Effective Date") by April D Lowell, a resident of the State of New Jersey ("Lowell") and Patricia A. Gilbert a resident of the Commonwealth of Pennsylvania (Gilbert, and together with Lowell collectively referred to as the "Assignor"), to and in favor of Summer Infant (USA) Inc. a Rhode Island corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, entered into as of even date herewith (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to all of the Assignor's trademarks and service marks, as well as Internet domain names, trade names, fictitious names and other names used in Assignor's business, including, but not limited to, any and all United States and foreign trademark registrations, applications, common law rights, domain name registrations and other rights set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, together with the goodwill of the business associated with the Marks; for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all common law and other corresponding rights that are or may be secured in the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner for Trademarks, and the corresponding entity or agency in each applicable foreign country, to record Assignee as the Assignee and owner of the Marks.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution

of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining by Assignee any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

No provision of this Assignment shall modify, replace, amend, change, rescind, waive or in any way effect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications, and the limitations relating thereto, of the Assignor) set forth in the Purchase Agreement. This Assignment being intended solely to effect the transfer of certain property sold and purchased, pursuant to the Purchase Agreement in accordance with the Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Rhode Island without giving effect to any choice or conflict of law provision or rule (whether of the State of Rhode Island or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

ASSIGNOR:

Pink Magnolia, Limited Liability Company

By: [Signature]
Name: April Lowell
Title: COO

[Signature]
Patricia Gilbert

[Signature]
April Lowell

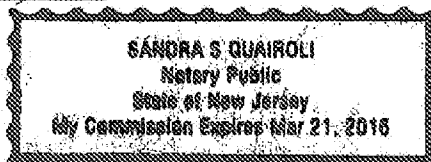
ACKNOWLEDGEMENT

STATE OF New Jersey
COUNTY OF Hunterdon

SS.

The foregoing Assignment was acknowledged before me this 10 day September, 2013 by Patricia Gilbert, a member of Pink Magnolia, Limited Liability Company, a New Jersey limited liability company. She is personally known to me or has produced NJ DL as identification.

Notary: [Signature]
Print Name: _____
My commission expires: _____



SCHEDULE A

MARKS

Trademark -- Nighty Night Nursing Light, Registration # 3729116