

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM312798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BB OpCo, LLC		08/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Medallion Capital, Inc.		
Street Address:	3000 County Road 42 West Suite301		
City:	Burnsville		
State/Country:	MINNESOTA		
Postal Code:	55337		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3071774	BREATHABLE	
Registration Number:	4423226	BREATHABLES	
Registration Number:	4281548	A.C.T.	
Registration Number:	3747299	A.C.T.	
Registration Number:	3854181	BODY-BREATHE	
Registration Number:	4344362	BREATHABLE	
Registration Number:	4102605	BREATHABLEBABY	
Registration Number:	3419804	BREATHABLEBABY	
Registration Number:	4171717	BREATHABLEBABY	
Registration Number:	4407652	BREATHABLEBABY	
Registration Number:	4467015	BREATHABLESACK	
Registration Number:	3806732	CRIBSHIELD	
Serial Number:	85420438	BREATHABLES	
Serial Number:	85483956	A.C.T.	
Serial Number:	86065456	AIRFLOWBABY	
Serial Number:	86055147	AIRFLOWBABY	
Serial Number:	86054591	AIRFLOWBABY	
Serial Number:	85952257	BREATHABLEBABY	
Serial Number:	85952269	BREATHABLEBABY	
TRADEMARK			

CH \$590.00 3071774

Property Type	Number	Word Mark
Serial Number:	85471968	BREATHABLEBABY
Serial Number:	85420412	MESHWRAP
Serial Number:	85659230	POCKETSWADDLE
Serial Number:	85495436	S.P.T.

CORRESPONDENCE DATA

Fax Number: 6123713907

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.

Phone: 612 371 3970

Email: tmg@lindquist.com

Correspondent Name: LINDQUIST & VENNUM LLP

Address Line 1: 80 South Eighth Street, 4200 IDS Center

Address Line 2: Connie Heikkila

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 381721.0097

NAME OF SUBMITTER: CONNIE HEIKKILA

SIGNATURE: /connieheikkila/

DATE SIGNED: 08/04/2014

Total Attachments: 17

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement is entered into as of August 1, 2014 by and between BB OpCo, LLC, a Delaware limited liability company (the "Debtor"), and MEDALLION CAPITAL, INC. ("Secured Party") pursuant to the Loan Agreement dated August 1, 2014 among the Debtor, Secured Party and certain other parties (the "Loan Agreement"). Capitalized terms used herein without definition have the meanings provided in the Loan Agreement.

Whereas, the execution and delivery of this Agreement is a condition to the Lenders extending credit to Debtor;

Now, therefore, Debtor agrees with Secured Party as follows:

1. Definitions. All terms defined in the Loan Agreement that are not otherwise defined herein shall have the meanings stated in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A and any divisions, continuations, continuations-in-part, reissues or corresponding foreign patents and patent applications.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, any registrations or applications for registration therefor, together with the respective goodwill associated with each, fees or royalties with respect to each, including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B and any divisions or renewals thereof or corresponding foreign trademark registrations and applications.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants to the Secured Party a security interest, with power of sale to the extent permitted by law, (the "Security Interest") in the Patents and in the Trademarks to secure payment and performance of the Obligations.

3. Representations, Warranties and Agreements. Debtor hereby represents, warrants and agrees as follows:

(a) The Debtor has full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's board of directors, and if necessary its equity holders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its certificate of formation or limited liability company agreement or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct legal name of the Debtor is as set forth at the beginning of this Agreement. Except for any financing statement required to be filed under the applicable Uniform Commercial Code (the "UCC") and any filing or recording of this Agreement in the U.S. Patent and Trademark Office, the authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) All of the Patents identified in Exhibit A are owned or controlled by the Debtor as of the date hereof and the information in Exhibit A accurately reflects the existence and status of the Patents listed therein as of the date hereof.

(c) All of the Trademarks identified in Exhibit B are owned or controlled by the Debtor as of the date hereof and the information in Exhibit B accurately reflects the existence and status of Trademarks listed therein as of the date hereof.

(d) Except as set forth in Exhibit C, the Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. Except as set forth in Exhibit C, the Debtor (i) will have, at the time the Debtor acquires ownership in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark, free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) except for licenses entered into hereafter in the ordinary course of business for fair consideration and which do not cause material harm to the Secured Party as holder of the Note, will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent, except (i) as permitted in Section 3(d)(ii) above, and (ii) sale or disposition of Patents or Trademarks that provide no material continuing benefit to Debtor.

(f) The Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party, which would cause material harm to the Secured Party.

(g) The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register or obtain letters patent, file all affidavits and renewals, and pay all

annuities and maintenance fees possible with respect to issued registrations and letters patent. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark (except for those that provide no material continuing benefit to Debtor), nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice to allow the Secured Party to timely pay any such maintenance fees or annuity or take such other action which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, or take such other action, should such be necessary or desirable.

(h) If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all Obligations.

4. Debtor's-Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses

thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains unwaived or uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) a Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail promptly (including any applicable grace period) to observe or perform any covenant or agreement herein binding on it and such breach or default is not cured (if capable of cure) within 30 days of the date such breach or default occurs; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter during its continuance, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement and Secured Party's rights under this Agreement or under applicable law may be enforced by Secured Party, at its discretion, against any one or more of the parties referred to above which are encompassed within the term Debtor, without any need to bring any enforcement action against the other parties who are encompassed within the term Debtor. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose

of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Consent to Jurisdiction. AT THE OPTION OF THE SECURED PARTY, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR MINNESOTA STATE COURT SITTING IN MINNEAPOLIS OR ST. PAUL, MINNESOTA; AND EACH PARTY HERETO CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT ANY PARTY COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, SECURED PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

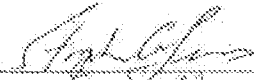
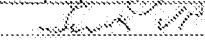
9. Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

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In Witness Whereof, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

MEDALLION CAPITAL, INC.

BB OPCO, LLC

By: 
Its: 

By: _____
Its: _____

In Witness Whereof, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

MEDALLION CAPITAL, INC.

BB OPCO, LLC

By: _____
Its: _____

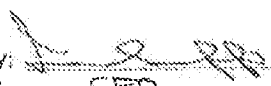
By:  _____
Its: CEO _____

EXHIBIT A
TO PATENT AND TRADEMARK SECURITY AGREEMENT

ISSUED PATENTS

Title	Country	Application No.	Issue Date	Patent No.	Last Recorded Assignee
CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS	USA	10/738,616	6/6/2006	7,055,192	BB OpCo
CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS	CANADA	2,549,343	8/19/2008	2,549,343	BB OpCo (applicant)
CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS	CANADA	2,633,317	5/26/2009	2,633,317	BB OpCo (applicant)
CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS	CANADA	2,632,865	7/20/2010	2,632,865	BB OpCo (applicant)
CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS	USA	11/446,017	4/28/2009	7,523,513	BB OpCo
CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS	USA	12/429,734	7/17/2012	8,220,088	BB OpCo



BREATHABLE GARMENT AND METHOD OF USE	USA	12/755,547	08/05/2014	8,793,813	BB OpCo
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PATENT APPLICATIONS

Title	Country	Filing Date	Application No.	Last Recorded Assignee / Applicant
CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS	CANADA	12/16/2003	2,703,143	BB OpCo (applicant)
CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS	USA	9/14/2010	12/881,737	BB OpCo
CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS	USA	3/27/2012	13/431,364	BB OpCo
CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS	USA	3/27/2012	13/431,517	BB OpCo
CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS	USA	3/27/2012	13/431,620	BB OpCo
BREATHABLE GARMENT AND METHOD OF USE	CANADA	4/6/2011	2,795,733	BB OpCo (applicant)
CRIB SHIELD SYSTEM AND OTHER BREATHABLE APPARATUS	USA	9/21/2011	13/238,878	BB OpCo
BREATHABLE PILLOW	USA	9/21/2011	13/238,269	BB OpCo
BREATHABLE PLAYMAT	USA	9/21/2011	13/238,211	BB OpCo
BREATHABLE BLANKET	USA	9/21/2011	13/238,593	BB OpCo
BREATHABLE TOY	USA	9/21/2011	13/238,531	BB OpCo
BREATHABLE PILLOW	PCT	9/20/2012	PCT/US2012/056334	BB OpCo (applicant)
BREATHABLE TOY	PCT	9/20/2012	PCT/US2012/056371	BB OpCo (applicant)

EXHIBIT B
TO PATENT AND TRADEMARK SECURITY AGREEMENT


TRADEMARK REGISTRATIONS

Mark	Country	Goods / Services	Reg No / Reg Date	Owner
	U.S.	Class 24: Crib accessories, namely crib liners, crib pads, and crib bumpers	3,071,774 3/21/2006	BB OpCo
	U.S.	Class 28: Plush toys animals; crib toys; infant toys	4,423,226 10/22/2013	BB OpCo
A.C.T.	U.S.	Class 24: Crib liners, namely, mesh crib bumpers Class 25: Infant wearable blankets	4,281,548 01/29/2013	BB OpCo
A.C.T.	U.S.	Class 24: Children's blankets; mixed fiber fabrics	3,747,299 2/9/2010	BB OpCo
BODY-BREATHE	U.S.	Class 25: Sleepwear	3,854,181 9/28/2010	BB OpCo
BREATHABLE	U.S.	Class 24: Crib accessories, namely, crib liners, crib pads, and crib bumpers	4,344,362 05/28/2013	BB OpCo
BREATHABLEBABY	U.S.	Class 25: Infant wearable blankets	4,102,605 2/21/2012	BB OpCo
BREATHABLEBABY	U.S.	Class 24: Crib bumper pads and crib liners; bed sheets; contoured bed sheets; diaper changing pads not of paper; burp pads not of paper; bed and crib blankets; receiving blankets; Class 28: Crib toys; infant toys; infant development toys; plush toys; toy stuffed animals; soft sculpture toys;	3,419,804 4/29/2008	BB OpCo
BREATHABLEBABY	U.S.	Class 24: Bed dust ruffles and bed skirts	4,171,717 7/10/2012	BB OpCo
BREATHABLEBABY	U.S.	Class 24: Swaddle blankets; and security blankets, namely, children's blankets Class 25: Swaddle wraps, namely, infant wearable blankets	4,407,652 09/24/2013	BB OpCo

Mark	Country	Goods / Services	Reg No / Reg Date	Owner
BREATHABLEBABY	Australia	<p>Class 20: Pillows, toy pillows, travel pillows; crib accessories, namely, crib pads, crib bumpers, crib bumper pads; mattress pads (as amended)</p> <p>Class 24: Crib accessories, namely, crib liners, and crib canopies; bed linen; blankets; bed and crib blankets; receiving blankets; children's blankets; security blankets; wearable blankets; blanket wraps; swaddle wraps; swaddle blankets; baby sacks; crib sheets; bed sheets; mattress covers; contoured mattress covers; contoured bed sheets; comforters; pillow cases; pillow covers; pillow shams; bed dust ruffles, bed skirts, bath towels; hand towels; mixed fiber fabrics; diaper changing pads not of paper; burp pads not of paper; burp cloths; pet blankets; pet towels (as amended)</p> <p>Class 28: Plush toy animals; pet toys; water toys; bath toys; play mats; crib toys; crib mobiles; infant action crib toys; infant toys; infant development toys; baby multiple activity toys; children's multiple activity toys; inflatable toys; musical toys; plush toys; toy stuffed animals; soft sculpture toys; children's mobiles; toy mobiles; bath toys; attachable toys, namely, toys designed to be attached to car seats, attached to strollers, attached to cribs, attached to cradles, and attached to high chairs; toys, namely, infant play mats and activity mats</p>	1462870 10/02/2012	BB OpCo
BREATHABLEBABY	China	Class 20: Pillows, toy pillows, and travel pillows	10420594 03/21/2013	BB OpCo
BREATHABLEBABY	China	Class 24: Crib pads, crib bumpers, crib bumper pads, and crib canopies; blankets; bed and crib blankets; receiving blankets; children's blankets; security blankets; wearable blankets; blanket wraps; swaddle wraps; swaddle blankets; baby sacks; crib sheets; bed sheets; mattress pads; mattress covers; contoured mattress covers; contoured bed sheets; comforters; pillow cases; pillow covers; pillow shams; bed dust ruffles, bed skirts, bath towels; hand towels; mixed fiber fabrics; burp cloths; pet blankets; pet towels	10420593 08/07/2013	BB OpCo

Mark	Country	Goods / Services	Reg No / Reg Date	Owner
BREATHABLEBABY	China	Class 28: Plush toy animals; pet toys; water toys; bath toys; play mats; crib toys; crib mobiles; infant action crib toys; infant toys; infant development toys; baby multiple activity toys; children's multiple activity toys; inflatable toys; musical toys; plush toys; toy stuffed animals; soft sculpture toys; children's mobiles; toy mobiles; attachable toys, namely, toys designed to be attached to car seats, attached to strollers, attached to cribs, attached to cradles, and attached to high chairs; toys, namely, infant play mats and activity mats	10420592 03/21/2013	BB OpCo
BREATHABLEBABY	Euro- pean Union	Class 20: Pillows, toy pillows, and travel pillows Class 24: Crib accessories, namely, crib pads, crib bumpers, crib bumper pads, crib liners, and crib canopies; blankets; bed and crib blankets; receiving blankets; children's blankets; security blankets; wearable blankets; blanket wraps; swaddle wraps; swaddle blankets; baby sacks; crib sheets; bed sheets; mattress pads; mattress covers; contoured mattress covers; contoured bed sheets; comforters; pillow cases; pillow covers; pillow shams; bed dust ruffles, bed skirts, bath towels; hand towels; mixed fiber fabrics; diaper changing pads not of paper; burp pads not of paper; burp cloths; pet blankets; pet towels Class 28: Plush toy animals; pet toys; water toys; bath toys; play mats; crib toys; crib mobiles; infant action crib toys; infant toys; infant development toys; baby multiple activity toys; children's multiple activity toys; inflatable toys; musical toys; plush toys; toy stuffed animals; soft sculpture toys; children's mobiles; toy mobiles; bath toys; attachable toys, namely, toys designed to be attached to car seats, attached to strollers, attached to cribs, attached to cradles, and attached to high chairs; toys, namely, infant play mats and activity mats	10478683 05/07/2012	BB OpCo
BREATHABLESACK	U.S.	Class 25: Infant wearable blankets	4,467,015 01/14/2104	BB OpCo
CRIBSHIELD	U.S.	Class 24: Crib accessories, namely, crib liners	3,806,732 06/22/2010	BB OpCo

TRADEMARK APPLICATIONS

Mark	Country	Goods / Services	Appl No. / Appl Date	Owner
	U.S.	<p>Class 20: Pillows; travel pillows</p> <p>Class 24: Baby blankets; bed and crib blankets; receiving blankets; children's blankets; children's security blankets; swaddles, namely, swaddling blankets; crib sheets; bed sheets; comforters; pillow cases; bath towels; hand towels; mixed fiber fabrics; crib accessories, namely, crib pads, crib bumpers, crib bumper pads, crib liners, and crib canopies; mattress pads; mattress covers; contoured mattress covers; pillow covers; pillow shams; diaper changing pads not of paper; burp cloths; pet blankets; pet towels</p> <p>Class 25: Wearable blankets in the nature of blankets with sleeves; baby clothing, namely, blanket wraps and swaddle wraps; swaddles, namely, swaddling clothes; baby sacks, namely, baby bunting</p> <p>Class 28: pet toys; water toys; bath toys; play mats containing infant toys; crib mobiles; infant action crib toys; infant development toys; baby multiple activity toys; children's multiple activity toys; inflatable toys; musical toys; soft sculpture toys; children's mobiles; toy mobiles; attachable toys, namely, toys designed to be attached to car seats, attached to strollers, attached to cribs, attached to cradles, and attached to high chairs; toys, namely, activity mats for playing upon; stuffed toy figures that may be used as pillows</p>	85/420,438 9/12/2011	BB OpCo
A.C.T.	U.S.	<p>Class 20: Mats for infant playpens; pillows</p> <p>Class 24: Swaddles and swaddle blankets; play matts; receiving blankets, security blankets, baby blankets; bed sheets, mattress pads, mattress covers, contoured mattress covers, contoured bed sheets comforters, pillows, pillow cases, pillow covers, pillow shams; burp pads not of paper and burp cloths; pet blankets and pet towels</p>	85/483,956 11/30/2011	BB OpCo
AIRFLOWBABY	U.S.	<p>Class 25: Clothing for babies, namely, nursing cover, baby layettes, baby caps, onesies, pajamas, jackets, shirts, pants, jumpers, baby dresses, T-shirts, coats, hats, baby underwear, baby bottoms; baby tops, one-piece garments for infants and toddlers, bodysuits, baby shoes, baby headwear, baby bibs not of paper</p>	86/065,456 09/16/2013	BB OpCo
AIRFLOWBABY	U.S.	Class 28: Infant toys	86/055,147 09/04/2013	BB OpCo

Mark	Country	Goods / Services	Appl No. / Appl Date	Owner
AIRFLOWBABY	U.S.	Class 24: Mesh crib liners for covering crib slats; crib blankets; crib skirts; bedding sets comprised of fitted crib sheets, crib bumpers, crib skirts and crib blankets; and sleeping baby blankets	86/054,591 09/03/2013	BB OpCo
AIRFLOWBABY	Canada	Mesh crib liners for covering crib slats; crib blankets; crib skirts; bedding sets comprised of fitted crib sheets, crib bumpers, crib skirts and crib blankets; and sleeping baby blankets	1665925 02/28/2014	BB OpCo
BREATHABLEBABY	U.S.	Class 24: Crib canopies, mattress pads, mattress covers, pillow cases, pillow covers, pillow shams, comforters, crib skirts, diaper changing pad covers not of paper Class 25: Bibs not of paper	85/952,257 06/06/2013	BB OpCo
BREATHABLEBABY	U.S.	Class 28: Crib mobiles, inflatable toys, musical toys, toy mobiles, bath toys, infant play mats and activity mats containing toys	85/952,269 06/06/2013	BB OpCo
BREATHABLEBABY	U.S.	Class 20: Pillows, toy pillows, travel pillows Class 28: Stuffed toy figures that may be used as toy pillows	85/471,968 11/14/2011	BB OpCo
BREATHABLEBABY	Canada	Pillows, toy pillows, and travel pillows Crib accessories, namely, crib pads, crib bumpers, crib bumper pads, crib liners, and crib canopies; blankets; bed and crib blankets; receiving blankets; children's blankets; security blankets; wearable blankets; blanket wraps; swaddle wraps; swaddle blankets; baby sacks; crib sheets; bed sheets; mattress pads; mattress covers; contoured mattress covers; contoured bed sheets; comforters; pillow cases; pillow covers; pillow shams; bed dust ruffles, bed skirts, bath towels; hand towels; mixed fiber fabrics; diaper changing pads not of paper; burp pads not of paper; burp cloths; pet blankets; pet towels; plush toy animals; pet toys; water toys; bath toys; play mats; crib toys; crib mobiles; infant action crib toys; infant toys; infant development toys; baby multiple activity toys; children's multiple activity toys; inflatable toys; musical toys; plush toys; toy stuffed animals; soft sculpture toys; children's mobiles; toy mobiles; bath toys; attachable toys, namely, toys designed to be attached to car seats, attached to strollers, attached to cribs, attached to cradles, and attached to high chairs; toys, namely, infant play mats and activity mats Crib liners Wearable blankets	1555304 12/07/2011	BB OpCo

Mark	Country	Goods / Services	Appl No. / Appl Date	Owner
MESHWRAP	U.S.	Class 24: Baby blankets; bed and crib blankets; receiving blankets; children's blankets; children's security blankets; swaddles, namely, swaddling blankets; crib sheets; bed sheets; comforters; pillow cases; bath towels; hand towels; mixed fiber fabrics; crib accessories, namely, crib pads, crib bumpers, crib bumper pads, crib liners, and crib canopies; mattress pads; mattress covers; contoured mattress covers; pillow covers; pillow shams; diaper changing pads not of paper; burp cloths (as amended)	85/420,412 9/12/2011	BB OpCo
POCKETSWADDLE	U.S.	Class 24: Wearable baby blankets; children's security blankets	85/659,230 6/22/2012	BB OpCo
S.P.T.	U.S.	Class 20: Mats for infant playpens; pillows Class 24: Swaddles and swaddle blankets; play mats; children's blankets, receiving blankets, security blankets, wearable blankets, baby blankets; bed sheets, crib liners, mattress pads, mattress covers, contoured mattress covers, contoured bed sheets comforters, pillows, pillow cases, pillow covers, pillow shams; burp pads not of paper and burp cloths; pet blankets and pet towels Class 25: Swaddles, namely, infant wearable blankets	85/495,436 12/14/2011	BB OpCo

UNREGISTERED COMMON LAW TRADEMARKS AND TRADENAMES

Wick-Dry	BreathableBaby
AirPad	BreathableBaby

AirFlow	SAFER THAN A BUMPER
Wick-Dry Plush	Breathable Baby
Baby	Sure-Breathe
No-Gap-Wrap	Airflow
	

REGISTERED DOMAIN NAMES:

www.breathablebaby.com
www.Breathablebaby.info
www.Cribshield.com
www.Air-flowbaby.com
www.Airflow-baby.com

EXHIBIT C
TO PATENT AND TRADEMARK SECURITY AGREEMENT

SECURITY INTERESTS, LIENS AND ENCUMBRANCES

Security Interest of Anchor Bank, N.A.

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