

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322802

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Grant of Security Interest in Patents and Trademarks
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation (as successor by merger to Allied Capital Corporation), as Administrative Agent		10/31/2014	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Infantino, LLC
Street Address:	4920 Carroll Canyon Road, Suite 200
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2801089	6INONERIDER
Registration Number:	2669781	BEBE STYLE
Registration Number:	2192697	BRIGHT STEPS
Registration Number:	2549290	BUZZY
Registration Number:	2503172	COZY RIDER
Registration Number:	2757331	CUDDLRYRIDER
Registration Number:	2837358	CURLY WHIRLY
Registration Number:	3127723	EASYRIDER
Registration Number:	3108141	FLUTTERBUG
Registration Number:	2870507	GO BUDDIES
Registration Number:	2837359	GO CART
Registration Number:	2837360	GO MAT
Registration Number:	2672303	GO MOBILE
Registration Number:	2918061	GOGORIDER
Registration Number:	3015295	HURRAY FOR PLAY!
Registration Number:	3249920	RIDER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2900656	SHOP & PLAY
Registration Number:	2863686	SLINGRIDER
Registration Number:	2825942	WE THINK LIKE BABIES
Registration Number:	2767923	EURORIDER

CORRESPONDENCE DATA

Fax Number: 2027393001
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: 202-739-5723
Email: chimmelfarb@morganlewis.com
Correspondent Name: Carolyn Himmelfarb
Address Line 1: 1111 Pennsylvania Avenue, N.W.
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	032084-0003
NAME OF SUBMITTER:	Carolyn Himmelfarb
SIGNATURE:	/Carolyn Himmelfarb/
DATE SIGNED:	11/11/2014

Total Attachments: 8

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TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN PATENTS
AND TRADEMARKS

THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (the "**Agreement**") is made as of October 31, 2014 by Ares Capital Corporation (as successor by merger to Allied Capital Corporation), a Maryland corporation, as administrative agent ("**Secured Party**") in favor of Infantino, LLC, a California limited liability company (the "**Grantor**").

WHEREAS, the Grantor granted a security interest in certain intellectual property and related rights to Secured Party pursuant to that certain Grant of Security Interest in Patents and Trademarks, dated as September 17, 2007, by Grantor in favor of Secured Party (the "**IP Security Agreement**");

WHEREAS, an executed copy of the IP Security Agreement was recorded in the United States Patent and Trademark Office at reel 3631, frame 0413 on October 1, 2007;

WHEREAS, an executed copy of the IP Security Agreement was recorded in the United States Patent and Trademark Office at reel 019899, frame 0348 on October 1, 2007;

WHEREAS, Grantor has requested that Secured Party terminate and release its interest in Grantor's (i) trademarks identified in Schedule I attached hereto (the "**Trademarks**") and (ii) patents identified in Schedule II attached hereto (the "**Patents**", and together with the Trademarks, the "**Intellectual Property**").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. terminates and releases any and all security interests of Secured Party in Grantor's: (i) Intellectual Property, and (ii) all products and proceeds of any of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent or (b) injury to the goodwill associated with any such trademarks or patents, without recourse or representation or warranty, express or implied, of any kind;

2. agrees that any power of attorney or similar rights granted by Grantor to Secured Party with respect to the Intellectual Property pursuant to or in connection with the IP Security Agreement is terminated; and

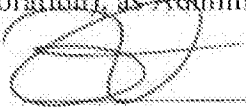
3. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Termination and Release of Grant of Security Interest in Patents and Trademarks to be executed by its duly authorized officer as of the date above first written.

SECURED PARTY:

ARES CAPITAL CORPORATION (as successor by merger to Allied Capital Corporation), as Administrative Agent

By: 
Name: _____
Title: Mitchell Goldstein
Authorized Signatory

Schedule I

Trademarks

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Reg. No./ Reg. Date	Country	Serial No./ Filing Date
Infantino LLC	6INONERIDER	2,801,089 12/30/2003	U.S.	76/402,918 5/2/2002
Infantino, LLC	BEBE STYLE	2,669,781 12/31/2002	U.S.	76/066,945 6/12/2000
Infantino, LLC	BRIGHT STEPS	2,192,697 9/29/1998	U.S.	75/199,517 11/18/1996
Infantino LLC	BUZZY	2,549,290 3/19/2002	U.S.	76/082,959 7/5/2000
Infantino, LLC	COZY RIDER	2,503,172 10/30/2001	U.S.	76/066,944 6/12/2000
Infantino LLC	CUDDLRYRIDER	2,757,331 8/26/2003	U.S.	76/403,084 5/2/2002
Infantino, LLC	CURLY WHIRLY	2,837,358 4/27/2004	U.S.	78/170,388 10/2/2002
Infantino, LLC	EASYSRIDER	3,127,723 8/8/2006	U.S.	78/434,214 6/11/2004
Infantino LLC	EURORIDER	2,767,923 9/23/2003	U.S.	76/403,201 5/2/2002
Infantino, LLC	FLUTTERBUG	3,108,141 6/20/2006	U.S.	78/560,684 2/4/2005
Infantino, LLC	GO BUDDIES	2,870,507 8/3/2004	U.S.	78/178,228 10/24/2002
Infantino, LLC	GO CART	2,837,359 4/27/2004	U.S.	78/170,389 10/2/2002
Infantino, LLC	GO MAT	2,837,360 4/27/2004	U.S.	78/170,390 10/2/2002
Infantino LLC	GO MOBILE	2,672,303 1/7/2003	U.S.	78/111,818 2/28/2002
Infantino, LLC	GOGORIDER	2,918,061 1/11/2005	U.S.	78/206,313 1/23/2003
Infantino, LLC	HURRAY FOR PLAY!	3,015,295 11/15/2005	U.S.	78/452,910 7/19/2004
Infantino, LLC	RIDER	3,249,920 6/5/2007	U.S.	78/244,393 5/1/2003

Owner	Mark	Reg. No./ Reg. Date	Country	Serial No./ Filing Date
Infantino, LLC	SHOP & PLAY	2,900,656 11/2/2004	U.S.	78/178,227 10/24/2002
Infantino, LLC	SLINGRIDER	2,863,686 7/13/2004	U.S.	78/184,877 11/13/2002
Infantino LLC	WE THINK LIKE BABIES	2,825,942 3/23/2004	U.S.	76/402,923 5/2/2002

Schedule II

Patents

PATENTS & PATENT APPLICATIONS

Owner	Name	Applic. No./ Filing Date	Country	Patent No. Issue Date
Infantino, LLC	Unpublished application	11/754,155 5/25/2007	U.S.	
Infantino, LLC	Unpublished application	11/749,063 5/15/2007	U.S.	
Infantino, LLC	Unpublished application	11/749,055 5/15/2007	U.S.	
Infantino, LLC	Unpublished application	11/626,246 1/23/2007	U.S.	
Infantino, LLC	Unpublished application	60/845,730 9/19/2006	U.S.	
Infantino, LLC	Collapsible umbrella gym	11/508,063 8/22/2006	U.S.	
Infantino, LLC	Infant mobile	11/168,821 6/28/2005	U.S.	
Infantino, LLC	Multi function shopping cart insert	10/137,849 5/2/2002	U.S.	6,851,749 2/8/2005
Infantino, LLC	Car seat support member	10/426,492 4/30/2003	U.S.	6,814,405 11/9/2004
Infantino, LLC	Infant carrier	10/391,946 3/19/2003	U.S.	6,763,983 7/20/2004
Infantino, LLC	Infant carrier	09/864,910 5/24/2001	U.S.	6,598,771 7/29/2003
Infantino	Car seat support	29/133,815 12/7/2000	U.S.	D467,458 12/24/2002
Infantino	Car seat support	29/133,821 12/7/2000	U.S.	D459,136 6/25/2002
Infantino	Car seat support	29/133,822 12/7/2000	U.S.	D458,503 6/11/2002
Infantino	Infant carrier	29/142,354 5/24/2001	U.S.	D455,546 4/16/2002
Infantino	Infant carrier	29/142,413 5/24/2001	U.S.	D453,066 1/29/2002
Infantino	Infant carrier	29/142,415 5/24/2001	U.S.	D452,993 1/22/2002
Infantino	Car seat support	29/133,829 12/7/2000	U.S.	D444,983 7/17/2001

Owner	Name	Applic. No./ Filing Date	Country	Patent No. Issue Date
Infantino, a Doral Company	Three arm mobile	29/055,677 6/10/1996	U.S.	D387,395 12/9/1997

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RECORDED: 11/11/2014

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