

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323033

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Grant of Security Interest in Patents and Trademarks
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares 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: 38

Property Type	Number	Word Mark
Serial Number:	78515507	STYLERIDER
Serial Number:	78950689	SIDERIDER
Serial Number:	78942446	SAVVY SEAT
Serial Number:	77198382	FITS YOU. FITS BABY. FITS LIFE.
Serial Number:	77143132	INFANTINO
Serial Number:	77099598	BREATHMESH
Serial Number:	77458586	IF BABIES COULD SHOP THEY'D BUY INFANTIN
Serial Number:	77458505	CART ADVENTURES
Serial Number:	77488844	TRIPLE COMFORT RIDER
Serial Number:	77907348	BALANCE
Serial Number:	77907362	CRADLE NEST & SIT SLING
Serial Number:	77907370	CURVE NESTING SLING
Serial Number:	77907357	ECOSASH
Serial Number:	77907380	FLIP
Serial Number:	77907367	BREATHE
Serial Number:	85016209	INFINITY
Serial Number:	77961458	SWITCH
Serial Number:	77963396	LULLABUDDY

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Property Type	Number	Word Mark
Serial Number:	77961511	LUNA
Serial Number:	77961236	CLOUD
Serial Number:	77961472	CLOUD 9
Serial Number:	85007375	PARK PLACE
Serial Number:	85038256	WONDER COVER
Serial Number:	85038248	TOP & SHOP
Serial Number:	85038245	TOP & PLAY
Serial Number:	85038261	RENEW
Serial Number:	85038282	KABOODLE
Serial Number:	85038278	COCOON
Serial Number:	85038272	SNUGGLER
Serial Number:	85038268	FOLD & GO BOUNCER
Serial Number:	85095301	THERE'S NO PLACE LIKE CLOSE
Serial Number:	85073899	UNION ERGONOMIC CARRIER
Serial Number:	85128564	COMPACT
Serial Number:	85143077	SMARTLY-DESIGNED CARRIERS WITH HAPPY LIT
Serial Number:	85143081	COMPACT
Serial Number:	85147855	NAPNEST
Serial Number:	85148359	SMARTLY-DESIGNED PRODUCTS FOR HAPPY PARE
Serial Number:	77960532	ECLIPSE COVER & SHADE CARRIER

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: 003279-0036

NAME OF SUBMITTER: Carolyn Himmelfarb

SIGNATURE: /Carolyn Himmelfarb/

DATE SIGNED: 11/12/2014

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, 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 January 28, 2011, 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 4464, frame 0319 on January 31, 2011;

WHEREAS, an executed copy of the IP Security Agreement was recorded in the United States Patent and Trademark Office at reel 025722, frame 0281 on January 31, 2011;

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:

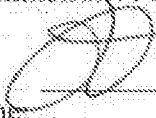
1. terminates and releases any and all security interests of Secured Party in Grantor’s: (i) Intellectual Property, and (ii) all products and proceeds of any of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution 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
Administrative Agent

By: 
Name: _____
Title: Mitchell Goldstein
Authorized Signatory

Schedule I

Trademarks

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Mark	Reg. No./ Reg. Date	Country	Appl. No./ Filing Date
Infantino, LLC	STYLERIDER	3,366,627 1/08/2008	U.S.	78/515,507 11/11/2004
Infantino, LLC	SIDE RIDER	3,410,948 4/8/2008	U.S.	78/950,689 8/11/2006
Infantino, LLC	SAVVY SEAT	3,407,257 4/01/2008	U.S.	78/942,446 8/01/2006
Infantino, LLC	FITS YOU. FITS BABY. FITS LIFE.	3,499,805 9/09/2008	U.S.	77/198,382 6/05/2007
Infantino, LLC	INFANTINO	3,437,251 05/27/2008	U.S.	77/143,132 3/28/2007
Infantino, LLC	BREATHEMESH	3,454,650 6/24/2008	U.S.	77/099,598 2/05/2007
Infantino, LLC	IF BABIES COULD SHOP THEY'D BUY INFANTINO	3,620,640 5/12/2009	U.S.	77/458,586 4/25/2008
Infantino, LLC	CART ADVENTURES	3,677,423 9/01/2009	U.S.	77/458,505 4/25/2008
Infantino, LLC	TRIPLE COMFORT RIDER	3,677,542 9/01/2009	U.S.	77/488,844 6/02/2008
Infantino, LLC	BALANCE	3,901,875 1/04/2011	U.S.	77/907,348 1/07/2010
Infantino, LLC	CRADLE NEST & SIT SLING	Pending	U.S.	77/907,362 1/07/2010
Infantino, LLC	CURVE NESTING SLING	Pending	U.S.	77/907,370 1/07/2010
Infantino, LLC	ECOSASH	3,905,611 1/11/2011	U.S.	77/907,357 1/07/2010
Infantino, LLC	FLIP	3,901,877 1/04/2011	U.S.	77/907,380 1/07/2010
Infantino, LLC	BREATHE	3,901,876 1/04/2011	U.S.	77/907,367 1/07/2010
Infantino, LLC	INFINITY	Pending	U.S.	85/016,209 4/16/2010

Infantino, LLC	ECLIPSE COVER & SHADE CARRIER	Pending	U.S.	77/960,532 3/16/2010
Infantino, LLC	SWITCH	Pending	U.S.	77/961,458 3/17/2010
Infantino, LLC	LULLABUDDY	Pending	U.S.	77/963,396 3/19/2010
Infantino, LLC	LUNA	Pending	U.S.	77/961,511 3/17/2010
Infantino, LLC	CLOUD	Pending	U.S.	77/961,236 3/17/2010
Infantino, LLC	CLOUD 9	Pending	U.S.	77/961,472 3/17/2010
Infantino, LLC	PARK PLACE	Pending	U.S.	85/007,375 4/06/2010
Infantino, LLC	WONDER COVER	Pending	U.S.	85/038,256 5/13/2010
Infantino, LLC	TOP & SHOP	Pending	U.S.	85/038,248 5/13/2010
Infantino, LLC	TOP & PLAY	Pending	U.S.	85/038,245 5/13/2010
Infantino, LLC	RENEW	Pending	U.S.	85/038,261 5/13/2010
Infantino, LLC	KABOODLE	Pending	U.S.	85/038,282 5/13/2010
Infantino, LLC	COCOON	Pending	U.S.	85/038,278 5/13/2010
Infantino, LLC	SNUGGLER	Pending	U.S.	85/038,272 5/13/2010
Infantino, LLC	FOLD & GO BOUNCER	Pending	U.S.	85/038,268 5/13/2010
Infantino, LLC	THERE'S NO PLACE LIKE CLOSE	Pending	U.S.	85/095,301 7/28/2010
Infantino, LLC	UNION ERGONOMIC CARRIER	Pending	U.S.	85/073,899 6/29/2010
Infantino, LLC	COMPACT	Pending	U.S.	85/128,564 9/13/2010

Infantino, LLC	SMARTLY- DESIGNED CARRIERS WITH HAPPY LITTLE PRICE TAGS	Pending	U.S.	85/143,077 10/01/2010
Infantino, LLC	COMPACT	Pending	U.S.	85/143,081 10/01/2010
Infantino, LLC	NAPNEST	Pending	U.S.	85/147,855 10/07/2010
Infantino, LLC	SMARTLY- DESIGNED PRODUCTS FOR HAPPY PARENTING	Pending	U.S.	85/148,359 10/01/2010

Schedule II

Patents

PATENTS AND PATENT APPLICATIONS

Owner	Name	Appl. No./ Filing Date	Country	Patent No. Issue Date
Infantino, LLC	Infant Viewing Auto Mirror	11/749,055 5/15/2007	U.S.	7,670,014 3/02/2010
Infantino, LLC	Crib Mobile with Animated Characters	11/626,246 1/23/2007	U.S.	7,762,865 7/27/2010

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