

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Angelcare Feeding USA, LLC		12/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	250 Yonge St., 11th Floor		
Internal Address:	Agent Bank Services Canada		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5B 2L7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	4638381	AIRCOMFORT	
Registration Number:	4507555	ANYTIME	
Registration Number:	0334946	BINKY	
Registration Number:	5196693	BINKY	
Registration Number:	4429288	COOLSTER	
Registration Number:	4990261	DESIGN SÉLECTIONS	
Registration Number:	2027629	DROP-INS	
Registration Number:	3656837	DROP-INS	
Registration Number:	4407396	DROP-INS	
Registration Number:	2728329	INSULATOR	
Registration Number:	1752378	KINDER-GRIP	
Registration Number:	5182459	MOST LIKE MOM	
Registration Number:	1143245	MOST LIKE MOTHER	
Registration Number:	2637528	NATURAL SHAPE	
Registration Number:	2973247	NATURALATCH	
Serial Number:	88236552	NATURALATCH COMFORT	
Registration Number:	3107367	ORTHOPRO	
Registration Number:	4512345	PLAYTIME	
TRADEMARK			

OP \$740.00 4638381

Property Type	Number	Word Mark
Registration Number:	2907280	SIPSTERS
Registration Number:	4932286	SNUG 'N PLACE
Registration Number:	4700375	SUREFEED
Registration Number:	2826468	THE FIRST SIPSTER
Serial Number:	87861201	THERMOSENSE
Registration Number:	4512357	TRAININGTIME
Registration Number:	5091243	TWIST 'N CLICK
Registration Number:	4519164	TWIST 'N CLICK
Registration Number:	4115514	TWIST 'N CLICK LEAK-PROOF SEAL
Registration Number:	2601598	VENTAIRE
Registration Number:	4819515	VENTAIRE COLORS

CORRESPONDENCE DATA

Fax Number: 3128767934

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: 3128762837

Email: hope.karmo@dentons.com

Correspondent Name: Dentons US LLP c/o Tara Reedy Sliva

Address Line 1: P.O. Box #061080

Address Line 2: Wacker Drive Station, Willis Tower

Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	15016741-007001
NAME OF SUBMITTER:	Tara Reedy Sliva
SIGNATURE:	/tara reedy sliva/
DATE SIGNED:	01/08/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of December 18, 2019, between **BANK OF MONTREAL**, a bank chartered under the *Bank Act* (Canada) ("BMO"), in its capacity as administrative agent for and on behalf of the Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent") and **ANGELCARE FEEDING USA, LLC**, a Delaware limited liability company ("Grantor").

RECITALS

A. Le Holding Angelcare Inc., as borrower (the "Borrower"), BMO and the other financial institutions from time to time party thereto as lenders and Agent are entering into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Credit Agreement"). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. All of the Obligations are secured by the assets of Grantor including, without limitation, all of Grantor's patents, trademarks, copyrights and other intellectual property.

C. Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

AGREEMENT

1. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing lien and security interest in Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Intellectual Property"):

- a. any and all United States copyright rights, copyright applications, copyright registrations and like protections of Grantor in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the "Copyrights");
- b. all United States patents, patent applications and like protections of Grantor including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and all rights therein provided by international treaties or conventions (collectively, "Patents");
- c. any United States trademark and servicemark rights of Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks (collectively, the "Trademarks");
- d. any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how, operating manuals;
- e. any and all source code;

- f. any and all design rights which may be available to Grantor;
- g. any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and
- h. all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

2. Grantor hereby confirms that the attached schedules of Grantor's Copyright, Patent and Trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

3. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Credit Document by electronic means shall be effective as delivery of an original executed counterpart of such Credit Document. The words "execution," "signed," "signature" and words of like import in any Credit Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

5. This Agreement is a Credit Document and shall be governed by, and construed in accordance with, the laws of the State of New York.

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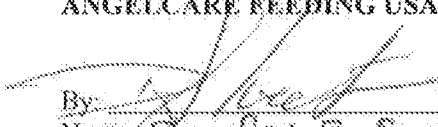
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Angelcare Feeding USA, LLC
201 boulevard de l'Industrie, Local 104
Candiac, Province of Quebec, J5R 6A6

GRANTOR:

ANGELCARE FEEDING USA, LLC

By: 
Name: Douglas E. Sweetbaum
Title: Vice President & Authorized Person

Address of Agent:

Bank of Montreal
Agent Bank Services Canada
250 Yonge St., 11th Floor
Toronto, Ontario M5B 2L7

AGENT:

BANK OF MONTREAL, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Angelcare Feeding USA, LLC
201 boulevard de l'Industrie, Local 104
Candiac, Province of Quebec, J5R 6A6

GRANTOR:

ANGELCARE FEEDING USA, LLC

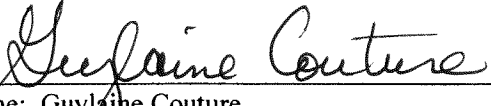
By: _____
Name: _____
Title: _____

Address of Agent:

Bank of Montreal
Agent Bank Services Canada
250 Yonge St., 11th Floor
Toronto, Ontario M5B 2L7

AGENT:

BANK OF MONTREAL, as Agent

By:  _____
Name: Guylaine Couture
Title: Managing Director

By:  _____
Name: Nicolas Vanier
Title: Managing Director

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER
Bayonet Style Sealing Closure for Sippy Cups and Mealtime Products	15/671420
Maverick Vent Disk (USP)//Vent Valve Assemblies For Baby Bottles (USU&WOU)	14/813465
A Container (USD)//Seal Indication Mechanism for Containers (USP)	12/411752
(USU,USD1,USQ,) Nipple // Textured Easy Latch-On Nipple // Textured Nipple With Alternative Positionings Of Texture (USD2)	14/257122
Maverick Vent Disk (Usp)//Vent Valve Assemblies for Baby Bottles (USU&WOU)	14/036949
Click-In Angled Nurser	16/108364
Cup	29/682839
Cup	29/682845
Cup Assembly	29/682852
Cup Lid	29/682862
Improved Coating or Layering for Tableware	62/847491
Bottle	29/691298
Bottle	29/691307
Bottle Liner	29/691309
Bottle Liner	29/691311
Cap	29/691315
Container Ring	29/691330
Feeding Bottle	29/691324
Feeding Bottle	29/691320
Container ring	29/691327
Maverick Vent Disk (Usp)//Vent Valve Assemblies for Baby Bottles (USU&WOU)	16/297951
Ring for Cup Assembly	29/691333
Child Utensil	D850197
Bowl and Base Assembly	D567029
Plate and Base Assembly	D565905
Plate	D613556
Spoon	D614922

Spoon	D615368
Fork	D615367
Bowl	D613999
Lip-Openable Spill-Proof Container	8272525
A Container (USD)//Seal Indication Mechanism Forcontainers (USP)	D628078
Pacifier	6695869
Container (USD) / Easy Tohold Container (USP/USU)	6722514
Food Container	D675067
Pacifier And A Sterilizingcase Therefor (USP)//Pacifier (USD)	D656619
Two Petal Teether	D658773
Bowl With Lid	D687678
Three Petal Teether	D658303
Four Petal Teether	D657471
Ergonomic Bottle	D685653
Vent Disc For Baby Bottle and Method and Apparatus for Manufact. thereof (USU&V//Vent Disc for Baby Bottle with Center Knob//Vent Disc (Design Appl.)//Vent Disc Withcenter Knob (Title Of Us--)//Meth. and Appar. for Manuf. of Vent Disc for Baby Botler (EPV)	7163113
(USU) Breast Pump System // (USD2) Breast Cup // (Usu1) Breast Cup // Bag System (USU2) // Side Compartment for a Bag (USD6)// Hexagonal Breast Cup Insert (USQ2) // Battery Powered Breast Pump (USQ3)//Breast Cup (USX)	6779638
Lip-Openable Spill-Proofcontainer	6202877
Container Assembly Andbottom Cap Therefor	6719159
Design for insulated Cup, 12 oz nothreads	D755016
(USP) Disposable Liner Formula Mixing System // (USD, USDV) AGITATOR // (USU & USX) Bottle with Mixing System // (CAD) Agitator for Container/	6616319
(USP) Disposable Liner Formula Mixing System // (USD, USDV) AGITATOR // (USU & USX) Bottle with Mixing System // (CAD) Agitator For Container/	7036975
(USU,USD1,USQ.) Nipple // Textured Easy Latch-On Nipple // Textured Nipple With Alternative Positionings of Texture (USD2)	7828821
(USD) Cover Assembly // (USU) Cover Assembly For Use With A Breast Milk Storage System	6732773
Infant Feeding and Storage System	6616000
Infant Feeding and Storage System	6884229
Infant Feeding and Storage System	7004339
Spill-Proof Cup Assembly with Vented Bottom	7201284
Spill-Proof Cup Assembly with Vented Bottom	7798361
Cup (USD)/ (USD1) Spill Proof Trainer Cup (Lid) / (USU1) Spill Proof Trainer Cup (Handles)/ (USU) Spill Proof Trainer Cup (Spout) / Cup	D520809

Assembly(USQ,USQ1)//Lid(V1)//Lid with Handles(V2)//	
Cup (USD)/ (USD1) Spill Proof Trainer Cup (Lid) / (USU1) Spill Proof Trainer Cup (Handles)/ (USU) Spill Proof Trainer Cup (Spout) / Cup Assembly(USQ,USQ1)//Lid(V1)//Lid with Handles(V2)//	D515867
Cup Assembly (USU) // Non Spouted Spill Proof Cup with Vent (USQ) (USD)//Cup(USD, USD2) // Cap (USD1)	D545623
Cup Assembly (USU) // Non Spouted Spill Proof Cup with Vent (USQ) (USD)//Cup(USD, USD2) // Cap (USD1)	D545118
Cup Assembly (USU) // Non Spouted Spill Proof Cup with Vent (USQ) (USD)//Cup(USD, USD2) // Cap (USD1)	D582723
Cup Assembly (USU) // Non Spouted Spill Proof Cup with Vent (USQ) (USD)//Cup(USD, USD2) // Cap (USD1)	8403168
Bottle	7326234
Bottle	D511385
Pacifier Case (Little Joey) //(Usd & Cad) Container	D545055
Project E 6 Oz Cup(USD)//Project E 9 Oz Cup(USD1)//Project E Bowl (USD2)//Project E Plate(USD3)//Project E Fork (USD4)//Project E Spoon (USD5)//Cup (USD6)//Bowl(USD7)//Plate (USD8)	D551904
Project E 6 Oz Cup(USD)//Project E 9 Oz Cup(USD1)//Project E Bowl (USD2)//Project E Plate(USD3)//Project E Fork (USD4)//Project E Spoon (USD5)//Cup (USD6)//Bowl(USD7)//Plate (USD8)	D551021
Project E 6 Oz Cup(USD)//Project E 9 Oz Cup(USD1)//Project E Bowl (USD2)//Project E Plate(USD3)//Project E Fork (USD4)//Project E Spoon (USD5)//Cup (USD6)//Bowl(USD7)//Plate (USD8)	D551910
Project E 6 Oz Cup(USD)//Project E 9 Oz Cup(USD1)//Project E Bowl (USD2)//Project E Plate(USD3)//Project E Fork (USD4)//Project E Spoon (USD5)//Cup (USD6)//Bowl(USD7)//Plate (USD8)	D551024
Maverick Vent Disk (USP)//Vent Valve Assemblies For Baby Bottles (USU&WOU)	8016142
Expandable Preformed Liners	8499946
Pacifier	D572368
Pacifier	D574963
Pacifier	D559391
Pacifier Cover	D596302
Teething Device (USD&USD1, USD2)//Baby Teething Devices Having Teething Ridges (USP)	D602595
Teething Device (USD&USD1, USD2)//Baby Teething Devices Having Teething Ridges (USP)	D593203
Pacifier (USU)	8066738
Pacifier (USU)	D594559
A Container (USD)//Seal Indication Mechanism for Containers (USP)	D624428
Lid With A Sliding Closure	D584102

Lid With A Spout	D584103
Lil' Gripper Spoutless	D609046
Bottle	D615871
Bottle	D618108
Bowl	D613125
Bottle	D617659
Bottle	D617645
Bottle	D619471
Bottle	D618105
USD&USD1, USD2)//Baby Teething Devices Having Teething Ridges (USP)	D623304
Teether/Pacifier Securing Device	D666730
Teether/Pacifier Securing Device	D679406
(USU,USD1,USQ,) Nipple // Textured Easy Latch-On Nipple // Textured Nipple With Alternative Positionings Of Texture (USD2)	8961562
Bowl With Lid	8746486
Bottle	D635459
Tether	D645969
Feeding Cup Lid And Straw	D644067
Nipple Brush	690945
Drying Rack	690483
Basket For Dishwasher	D703882
Bottle Brush	694018
Container	698608
Bottle Brush	693128
Sterilizer	704349
Food Container	D686042
Food Container	D686043
CUP (USD)/ (USD1) Spill Proof Trainer Cup (LID) / (USU1) Spill Proof Trainer Cup (Handles)/ (USU) Spill Proof Trainer Cup (SPOUT) / Cup Assembly(USQ,USQ1)//LID(V1)//LI D WITH Handles(V2)//	9591936
Pacifier And A Sterilizing Case Therefor (USP)//Pacifier(USD)	D659253
Click-In Angled Nurser	10085919
Bayonet Style Sealing Closure for Sippy Cups and Mealtime Products	9944005
Bowl	D626791
Cup Assembly Having Cup And Straw Lid(USD)//Infant Trainer Cup With Straw Lid(USP)// Feeding Cup Lid And Straw (USDV1, 2)	D652248
Cup Assembly Having Cup And Straw Lid(USD)//Infant Trainer Cup With	D673008

Straw Lid(USP)// Feeding Cup Lid And Straw (USDV1, 2)	
Bottle	D649057
(USU; USPI; USU1; USQX; USX1, WOU1) Manual Breast Pump//Manual Breast Pump With Side And Axial Piston(USQ1)	8734385
Maverick Vent Disk (USP)//Vent Valve Assemblies For Baby Bottles (USU&WOU)	8567619
Cup	D722829
Cup	D723866
Cup	D722249

EXHIBIT C
TRADEMARKS

DESCRIPTION	REGISTRATION/ SERIAL NUMBER
AIRCOMFORT	Registration No. 4638381
ANYTIME	Registration No. 4507555
BINKY	Registration No. 334946
BINKY (stylized and/or with design)	Registration No. 5196693
COOLSTER & CAP DESIGN	Registration No. 4429288
DESIGN SÉLECTIONS	Registration No. 4990261
DROP-INS	Registration No. 2027629
DROP-INS	Registration No. 3656837
DROP-INS (bottle) & DESIGN	Registration No. 4407396
INSULATOR	Registration No. 2728329
KINDER-GRIP	Registration No. 1752378
MOST LIKE MOM	Registration No. 5182459
MOST LIKE MOTHER	Registration No. 1143245
NATURAL SHAPE	Registration No. 2637528
NATURALATCH	Registration No. 2973247
NATURALATCH COMFORT	Application No. 88236552
ORTHO-PRO	Registration No. 3107367
PLAYTIME	Registration No. 4512345
SIPSTERS	Registration No. 2907280
SNUG 'N PLACE	Registration No. 4932286
SUREFEED	Registration No. 4700375
THE FIRST SIPSTER	Registration No. 2826468
THERMOSENSE	Application No. 87861201
TRAININGTIME & Design	Registration No. 4512357
TWIST 'N CLICK	Registration No. 5091243
TWIST 'N CLICK (stylized and/or with design)	Registration No. 4519164
TWIST 'N CLICK LEAK-PROOF SEAL & Design	Registration No. 4115514
VENTAIRE	Registration No. 2601598
VENTAIRE COLORS	Registration No. 4819515