

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HB Innovations Inc.		05/16/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6302841	HAPPIEST BABY	
Registration Number:	6132155	SHOO	
Serial Number:	90286241	DR. KARP'S HAPPY BOX	
Serial Number:	90085800	POO	
Serial Number:	90218743	HAPPIEST BABY	
Serial Number:	90218734	HAPPIEST BABY	
Serial Number:	90159192	EVERYTHING DRESS	
Serial Number:	88736307	SNOO	
Serial Number:	88736310	SNOOBEAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	561-859-5603		
Email:	tbinder@vlplawgroup.com		
Correspondent Name:	Tatiana Binder		
Address Line 1:	305 Cambridge Drive		
Address Line 4:	Lynchburg, VIRGINIA 24502		
NAME OF SUBMITTER:	Tatiana Binder		

OP \$240.00 6302841

SIGNATURE:	/TatianaBinder/
DATE SIGNED:	06/02/2021
Total Attachments: 9 source=SVB_Happiest Baby_Updated IPSA (HBII)_Executed_5-16-19 (as filed 6-2-21)#page1.tif source=SVB_Happiest Baby_Updated IPSA (HBII)_Executed_5-16-19 (as filed 6-2-21)#page2.tif source=SVB_Happiest Baby_Updated IPSA (HBII)_Executed_5-16-19 (as filed 6-2-21)#page3.tif source=SVB_Happiest Baby_Updated IPSA (HBII)_Executed_5-16-19 (as filed 6-2-21)#page4.tif source=SVB_Happiest Baby_Updated IPSA (HBII)_Executed_5-16-19 (as filed 6-2-21)#page5.tif source=SVB_Happiest Baby_Updated IPSA (HBII)_Executed_5-16-19 (as filed 6-2-21)#page6.tif source=SVB_Happiest Baby_Updated IPSA (HBII)_Executed_5-16-19 (as filed 6-2-21)#page7.tif source=SVB_Happiest Baby_Updated IPSA (HBII)_Executed_5-16-19 (as filed 6-2-21)#page8.tif source=SVB_Happiest Baby_Updated IPSA (HBII)_Executed_5-16-19 (as filed 6-2-21)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of May 16, 2019 by and between SILICON VALLEY BANK (“Bank”) and HB INNOVATIONS INC. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank, Happiest Baby, Inc., and Grantor dated as of November 28, 2018 (as the same has been or may be further amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

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

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

HB INNOVATIONS INC.

DocuSigned by:
By: Harvey Karp
Title: CEO
4683BECF8EA644D1...

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: Gillian DeGennaro
Title: Vice President
5D93BEEC73C445F...

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Bassinet attachment	D866,678 D/598,761	11-12-2019 03-28-2017
Wingless sleep sack	D866,122 D/599,548	11-12-2019 04-04-2017
Infant calming/sleep-aid and SIDS prevention device with drive system	10,463,168 15/055,077	11-05-2019 02-26-2016
INFANT CALMING/SLEEP-AID, SIDS PREVENTION DEVICE, AND METHOD OF USE	20160165961 15/051355	06-16-2016 02-23-2016
INFANT CALMING/SLEEP-AID, SIDS PREVENTION DEVICE, AND METHOD OF USE	20170043117 15/336519	02-16-2017 10-27-2016
INFANT SWADDLE SACK WITH HARNESS	20210059319 17/002325	03-04-2021 08-25-2020
SYSTEM AND METHOD FOR MONITORING/DETECTING AND RESPONDING TO INFANT BREATHING	20200397349 16/905424	12-24-2020 06-18-2020
INFANT CALMING/SLEEP-AID, SIDS PREVENTION DEVICE, AND METHOD OF USE	20200171271 16/742611	06-04-2020 01-14-2020
Infant calming/sleep-aid device and method of use	10,827,851	11-10-2020
Bassinet	D889,878	07-14-2020
Infant calming/sleep-aid device and method of use	10,532,182	1-14-2020
Infant calming/sleep-aid device and method of use	10,532,180	1-14-2020

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HAPPIEST BABY	5162758	05-14-2017
HAPPIEST BABY	5247356	07-18-2017
HAPPIEST BABY	5114931	01-03-2017
THE HAPPIEST BABY ON THE BLOCK	3434465	05-27-2008
MAGIC... A MIRACLE... NO IT'S A REFLEX!	3502246	09-16-2008
MAGIC... A MIRACLE... NO IT'S A REFLEX!	3619787	05-12-2009
THE FAST FOOD RULE	3313059	10-16-2007
THE HAPPIEST TODDLER	3318991	10-23-2007
TODDLER-ESE	3329932	11-06-2007
THE 5 S'S	3318990	10-23-2007
THE HAPPIEST TODDLER	4537000	05-27-2014
THE HAPPIEST BABY	4501123	03-25-2014
THE HAPPIEST TODDLER	4501118	03-25-2014
THE HAPPIEST BABY	4566383	07-15-2014
THE HAPPIEST BABY	4432547	11-12-2013
THE HAPPIEST BABY	4418661	10-15-2013
THE HAPPIEST BABY	4439213	11-26-2013
FINALLY... KIDS DO COME WITH INSTRUCTIONS!	3811487	6-29-2010
HAPPIEST BOX	88612476	09-11-2019
HAPPIEST BABY	88124869	9-20-2018
HAPPIEST BABY	88244119	12-28-2018
HAPIEST BABY	5477325	05-22-2018
HAPPIEST BABY	5695179	03-12-2019
SLEEPEA	5460699	05-01-2018
WE'VE GOT SLEEP... DOWN TO A SCIENCE!	6037464	04-21-2020
SNOO	5209548	05-23-2017
HAPPIEST BABY	5692229	03-05-2019

SNOO SACK	5209488	05-23-2017
SAFER. BETTER. SLEEP...AT THE TOUCH OF A BUTTON.	5277967	08-29-2017
5-SECOND SWADDLE	5292558	09-17-2017
HAPPIEST BABY	6190055	11-3-2020
SNOO	5292337	9-19-2017
SNOOCAM	86834707	11-30-2015
SMART SLEEPER	5257220	8-1-2017
SNOO	5191801	4-25-2017
SNOO	5142293	2-14-2017
THE OTHER NEW MEMBER OF THE FAMILY!	5570850	9-25-2018
HAPPIEST BABY	5129481	01-24-2017
SWEET DREAMS ARE MADE OF THESE	5375559	01-9-2018
DR. KARP's HAPPY BOX	90286241	10-29-2020
POO	90085800	7-31-2020
HAPPIEST BABY	90218743	9-28-2020
HAPPIEST BABY	90218734	9-28-2020
EVERYTHING DRESS	90159192	9-4-2020
SNOO	88736307	12-21-2019
HAPPIEST BABY	6302841	03-23-2021
SNOOBEAR	88736310	12-21-2019
SHOO	6132155	08-18-2020

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		