

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAPPIEST BABY, INC.		05/16/2022	Corporation: DELAWARE
HB INNOVATIONS INC.		05/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2029 Century Park East, 38th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Serial Number:	88244119	HAPPIEST BABY	
Serial Number:	97256029	SKY MOBILE	
Registration Number:	5695179	HAPPIEST BABY	
Registration Number:	5692229	HAPPIEST BABY	
Serial Number:	97238753	HAPPIEST BABY LOLA	
Serial Number:	97119948	SNOO+	
Registration Number:	5460699	SLEEPEA	
Registration Number:	5209548	SNOO	
Registration Number:	5209488	SNOO SACK	
Registration Number:	5292558	5-SECOND SWADDLE	
Registration Number:	5292337	SNOO	
Registration Number:	5477325	HAPPIEST BABY	
Registration Number:	5277967	SAFER. BETTER. SLEEP...AT THE TOUCH OF A	
Serial Number:	86834707	SNOOCAM	
Registration Number:	5191801	SNOO	
Registration Number:	5142293	SNOO	
Registration Number:	5570850	THE OTHER NEW MEMBER OF THE FAMILY!	
Registration Number:	5129481	HAPPIEST BABY	

OP \$1240.00 88244119

Property Type	Number	Word Mark
Registration Number:	5375559	SWEET DREAMS ARE MADE OF THESE
Registration Number:	5257220	SMART SLEEPER
Registration Number:	6037464	WE'VE GOT SLEEP...DOWN TO A SCIENCE!
Registration Number:	6190055	HAPPIEST BABY
Registration Number:	4501123	THE HAPPIEST BABY
Registration Number:	4439213	THE HAPPIEST BABY
Registration Number:	3811487	FINALLY...KIDS DO COME WITH INSTRUCTIONS
Registration Number:	3434465	THE HAPPIEST BABY ON THE BLOCK
Registration Number:	3502246	MAGIC...A MIRACLE...NO IT'S A REFLEX!
Registration Number:	3619787	MAGIC...A MIRACLE...NO IT'S A REFLEX!
Registration Number:	3313059	THE FAST FOOD RULE
Registration Number:	3318991	THE HAPPIEST TODDLER
Registration Number:	3329932	TODDLER-ESE
Registration Number:	3318990	THE 5 S'S
Registration Number:	6302841	HAPPIEST BABY
Serial Number:	90286241	DR. KARP'S HAPPY BOX
Serial Number:	90218743	HAPPIEST BABY
Serial Number:	90218734	HAPPIEST BABY
Serial Number:	90085800	POO
Registration Number:	6132155	SHOO
Registration Number:	6591094	SNOOBEAR
Serial Number:	88736307	SNOO
Registration Number:	5114931	HAPPIEST BABY
Registration Number:	5162758	HAPPIEST BABY
Registration Number:	5247356	HAPPIEST BABY
Registration Number:	4501118	THE HAPPIEST TODDLER
Registration Number:	4418661	HAPPIEST BABY
Serial Number:	97335422	HAPPIEST BABY
Serial Number:	88124869	HAPPIEST BABY
Serial Number:	86644865	HAPPIEST BABY
Serial Number:	85868227	SUPER-SOOTHING WHITE NOISE

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

TRADEMARK

REEL: 007725 FRAME: 0399

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1687165 TM

NAME OF SUBMITTER: Julia Brow

SIGNATURE: /Julia Brow/

DATE SIGNED: 05/18/2022

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of May 16, 2022, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and HAPPIEST BABY, INC., a Delaware corporation, and HB INNOVATIONS INC., a Delaware corporation (each and together, jointly and severally, “Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to Borrower (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit and Security Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and among Lender and the Loan Parties, Grantor has granted to Lender 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender 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 or 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");

(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, or Trademarks, 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, or Patents; 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. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender 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.

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

5. 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.

6. 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.

7. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures included on the following page]

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:

Address:

HAPPIEST BABY, INC.

Happiest Baby, Inc.
3115 S. La Cienega Blvd.
Los Angeles, CA 90016
Attention: Gary Mark

By: Harvey Karp

Name: Harvey Karp

Title: CEO

HB INNOVATIONS INC.

Happiest Baby, Inc.
3115 S. La Cienega Blvd.
Los Angeles, CA 90016
Attention: Gary Mark

By: Harvey Karp

Name: Harvey Karp

Title: CEO, Treasurer, and Secretary

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

2029 Century Park East, 38th Floor
Los Angeles, CA 90067
Attention: Cameron Gray

By: _____

Name: _____

Title: _____

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007725 FRAME: 0403

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.

Address:

Happiest Baby, Inc.
3115 S. La Cienega Blvd.
Los Angeles, CA 90016
Attn: Gary Mark

Happiest Baby, Inc.
3115 S. La Cienega Blvd.
Los Angeles, CA 90016
Attn: Gary Mark

Address:

2029 Century Park East, 38th Floor
Los Angeles, CA 90067
Attention: Cameron Gray

GRANTOR:

HAPPIEST BABY, INC.

By: _____

Name: _____

Title: _____

HB INNOVATIONS INC.

By: _____

Name: _____

Title: _____

LENDER:

JPMORGAN CHASE BANK, N.A.

By: Cameron Gray

Name: Cameron Gray

Title: Associate

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Sound Recording: Super-sleeper white noise CD	SR0000322986	2002-10-10
Text: The Happiest Baby Guide To Great Sleep	TX0007639562	2012-12-20
Motion Picture: The happiest baby on the block	PA0001142750	2002-06-10
Motion Picture: The happiest baby on the block.	PA0001143138	2002-06-29
Visual Material: The happiest baby on the block.	VAu000562070	2002-07-25
Text: The happiest baby on the block: the new way to calm crying and help your baby sleep longer	TX0005877436	2002-07-29
Text: THE HAPPIEST BABY ON THE BLOCK The New Way to Calm Crying and Help Your Newborn Baby Sleep Longer, Fully Revised and Updated Second Edition	TX0008255051	2016-03-16
Text: THE HAPPIEST TODDLER ON THE BLOCK How to Eliminate Tantrums and raise a Patient, Respectful, and Cooperative One-to Four -Year- Old	TX0007004846	2008-10-31
Text: The happiest toddler on the block : the new way to stop the daily battle of wills and raise a secure and well-behaved one to four-year-old / Harvey Karp with Paula Spencer	TX0005953527	2004-04-30
Sound Recording: THE HAPPIEST BABY SUPER SOOTHING SLEEP SOUNDS	SRu000985811	2009-07-24

EXHIBIT B

Patents

<u>Description</u>	<u>Registration or Publication/ Application Number</u>	<u>Registration or Publication/ Application Date</u>
SLEEP SACK FOR INFANT CALMING/SLEEP AID ABANDONED	20170245555 15/055105	08-31-2017
INFANT CALMING/SLEEP-AID, SIDS PREVENTION DEVICE, AND METHOD OF USE ABANDONED	20170043118 15/336551	02-16-2017
INFANT CALMING/SLEEP-AID, SIDS PREVENTION DEVICE, AND METHOD OF USE ABANDONED	20150045608 14/448679	02/12/201507/31/2014
INFANT CALMING/SLEEP-AID DEVICE AND METHOD OF USE ABANDONED	20140250592 14/353258	09/11/2014 10/19/2012
INFANT CALMING/SLEEP-AID, SIDS PREVENTION DEVICE, AND METHOD OF USE	10,532,182 15/336519	01/14/2020 10/27/2016
INFANT CALMING/SLEEP-AID AND SIDS PREVENTION DEVICE WITH DRIVE SYSTEM	10,463,168 15/055077	11/05/2019 02/26/2016
INFANT CALMING/SLEEP-AID DEVICE AND METHOD OF USE	10,827,851 15/051308	11/10/2020 02/23/2016
INFANT CALMING/SLEEP-AID, SIDS PREVENTION DEVICE, AND METHOD OF USE	10,532,180 15/051355	01/14/2020 02/23/2016
CRIB	D825219 29/598762	08-14-2018 03-28-2017
BASSINET	D780472 29/522,058	03-07-2017 03/27/2025

<u>Description</u>	<u>Registration or Publication/ Application Number</u>	<u>Registration or Publication/ Application Date</u>
SLEEP SACK	D772532 29/511731	11-29-2016 12/12/2014
INFANT CALMING/SLEEP-AID DEVICE	11,052,221 16/342050	07/06/2021 04/15/2019
INFANT SLEEP GARMENT	20190313702 16/282091	10/17/2019 02/21/2019
BASSINET	D848175 29/595780	05/14/2019 03/02/2017
BASSINET ATTACHMENT	D866678 29/598761	11/12/2019 03/28/2017
WINGLESS SLEEP SACK	D866122 29/599,548	11/12/2019 04/04/2017
BASSINET	D889878 29/686664	07/14/2020 04/05/2019
SLEEP AID SYSTEM INCLUDING SMART POWER HUB	20200384239 16/431207	12/10/2020 06/4/2019
INFANT CALMING/SLEEP-AID, SIDS PREVENTION DEVICE, AND METHOD OF USE	11,123,515 16/742611	09/21/2021 01/14/2020
INFANT CALMING/SLEEP-AID, SIDS PREVENTION DEVICE, AND METHOD OF USE	20210268227 17/325473	09/02/2021 05/20/2021
INFANT SWADDLE SACK WITH HARNESS	11,147,319 17/002325	10/19/2021 08-25-2020
SYSTEM AND METHOD FOR MONITORING/DETECTING AND RESPONDING TO INFANT BREATHING	20200397349 16/905424	12-24-2020 06-18-2020
SYSTEM AND METHOD FOR MONITORING/DETECTING AND RESPONDING TO INFANT BREATHING	20210361172 17353762	11/25/2021 06/21/2021

<u>Description</u>	<u>Registration or Publication/ Application Number</u>	<u>Registration or Publication/ Application Date</u>
ACCESSORY ATTACHMENT DEVICE	20210175935 16808864	09/09/2021 03/04/2020
BASSINET	D933993 29690998	10/26/2021 05/13/2019
INFANT CALMING/SLEEP-AID AND SIDS PREVENTION DEVICE	N/A 17/367914	N/A 07/06/2021
SMART INFANT MONITORING SYSTEM AND METHOD	N/A 17/696825	N/A 03/16/2022
INFANT SWADDLE SACK WITH HARNESS	20220030957 17/503889	02/03/2022 10/18/2021
SYSTEM AND METHOD FOR MEASURING INFANT WEIGHT	20220061766 17/006223	03/03/2022 08/28/2020
COMBINATIONAL OUTPUT SLEEP SYSTEM	20210228150 16/752,411	07/29/2021 01/24/2020
BASSINET MOSQUITO NET	N/A 29/750376	N/A 09/14/2020
COMBINATION NURSING ARTICLE	20210401073 16/913313	12/30/2021 06/26/2021
GLOBAL MOVEMENT IMAGE STABILIZATION SYSTEMS AND METHODS	N/A 17/136228	N/A 12/29/2020
PET CALMING DEVICE	N/A 17/692834	N/A 03/11/2022
MOBILE	N/A 29/761580	N/A 12/10/2020
MOBILE HUB	N/A 17/696,404	N/A 03/16/2022
MOBILE OBJECT	N/A 29/820550	N/A 12/22/2021
NIGHT LIGHT WITH CADENCED SOUND OUTPUT	N/A 17/519644	N/A 11/05/2021
SYSTEM AND METHOD FOR VIDEO DETECTION OF BREATHING RATES	N/A 17/682645	N/A 02/28/2022

<u>Description</u>	Registration or Publication/ Application/ <u>Number</u>	Registration or Publication/ Application/ <u>Date</u>
CRIB PANEL ASSEMBLY	N/A 17/487469	N/A 09/28/2021

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
happiest  baby	88244119	12-28-2018
SKY MOBILE	97256029	02-07-2022
happiest  baby	5695179	03-12-2019
HAPPIEST BABY	5692229	03-05-2019
HAPPIEST BABY LOLA	97238753	01-26-2022
SNOO+	97119948	11-11-2021
SLEEPEA	5460699	05-01-2018
SNOO	5209548	05-23-2017
SNOO SACK	5209488	05-23-2017
5-SECOND SWADDLE	5292558	09-19-2017
SNOO	5292337	09-19-2017
HAPPIEST BABY	5477325	05-22-2018
SAFER. BETTER. SLEEP ... AT THE TOUCH OF A BUTTON.	5277967	08-29-2017
SNOOCAM	86834707	11-30-2015
SNOO	5191801	04-25-2017
SNOO	5142293	02-14-2017
THE OTHER NEW MEMBER OF THE FAMILY!	5570850	09-25-2018
HAPPIEST BABY	5129481	01-24-2017

SWEET DREAMS ARE MADE OF THESE	5375559	01-09-2018
SMART SLEEPER	5257220	08-01-2017
WE'VE GOT SLEEP... DOWN TO A SCIENCE!	6037464	04-21-2020
HAPPIEST BABY	6190055	11-3-2020
THE HAPPIEST BABY	4501123	03-25-2014
THE HAPPIEST BABY	4439213	11-26-2013
FINALLY ... KIDS DO COME WITH INSTRUCTIONS!	3811487	6-29-2010
THE HAPPIEST BABY ON THE BLOCK	3434465	5-27-2008
MAGIC ... A MIRACLE ... NO IT'S A REFLEX!	3502246	9-16-2008
MAGIC ... A MIRACLE ... NO IT'S A REFLEX!	3619787	5-12-2009
THE FAST FOOD RULE	3313059	10-16-2007
THE HAPPIEST TODDLER	3318991	10-23-2007
TODDLER-ESE	3329932	11-6-2007
THE 5 S'S	3318990	10-23-2007
HAPPIEST BABY	6302841	03-23-2021
DR. KARP'S HAPPY BOX	90286241	10-29-2020
HAPPIEST BABY	90218743	09-28-2020
HAPPIEST BABY	90218734	09-28-2020
POO	90085800	07-31-2020
SHOO	6132155	08-18-2020
SNOOBEAR	6591094	12-14-2021
SNOO	88736307	12-21-2019
HAPPIEST BABY	5114931	01-03-2017
happiest  baby	5162758	03-14-2017
happiest  baby	5247356	07-18-2017

THE HAPPIEST TODDLER	4501118	03-25-2014
HAPPIEST BABY	4418661	10-15-2013
HAPPIEST BABY	97335422	03-29-2022
HAPPIEST BABY IN THE PROCESS OF BEING ABANDONED	88124869	09-20-2018
SMART SLEEPER ABANDONED	86109309	11/04/2013
SMART SWING ABANDONED	86604381	04/21/2015
HAPPIEST BABY ABANDONED	86561162	03/11/2015
HAPPIEST BABY	86644865	05/28/2015
SUPER-SOOTHING WHITE NOISE	85868227	03/06/2013