



State of Rhode Island
 Department of State - Business Services Division

Application for Articles of Merger

DOMESTIC or FOREIGN Business Corporation, Partnership, Limited Liability Company or Non-Profit Corporation

RECEIVED
 R.I. DEPT. OF STATE
 BUS SVCS DIV
STAMP
 2023 DEC 26 P 1:00
SECRETARY OF STATE
 U.S.E. ONLY

- Business Corporation Filing Fee: \$100.00
- Limited Liability Company Fee: \$100.00
- Partnership Fee: \$50.00
- Non-Profit Corporation Fee: \$25.00

Pursuant to the provisions of RIGL Title 7, the undersigned entities submit the following Articles of Merger or Consolidation for the purpose of merging or consolidating them into one entity:

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES			
a. The name and type (for example, business corporation, non-profit corporation, limited liability company, partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:			
ENTITY ID	NAME OF ENTITY	TYPE OF ENTITY	STATE <small>under which entity is organized</small>
000158114	Summer Infant (USA), Inc.	business corporation	RI
	Summer Infant, Inc.	business corporation	DE
b. The laws of the state under which each entity is organized permit such merger or consolidation.			
c. The full name of the surviving entity is: Summer Infant, Inc.			
which is to be governed by the laws of the state of: Delaware			
d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. A Plan of Merger or Consolidation MUST be attached.			
e. If the surviving entity's name has been amended via the merger, please state the new name: N/A			
f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is: 251 Little Falls Drive, in the City of Wilmington, County of New Castle, Delaware, 19808			

MAIL TO:
 Division of Business Services
 148 W. River Street, Providence, Rhode Island 02904-2615
 Phone: (401) 222-3040
 Website: www.sos.ri.gov

FILED
 DEC 26 2023 1:00pm
 BY LKS/ELV
FOR SECRETARY OF STATE ONLY

g. Date when these Articles of Merger or Consolidation will be effective: **CHECK ONE BOX ONLY**

Date received (Upon filing)

Later effective date (see instructions) _____

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO RIGL CHAPTER 7-1.2.

a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of RIGL Chapter 7-1.2.

b. The corporation certifies that it has no outstanding tax obligations. As required by RIGL § 7-1.2-1309, the corporation has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov]

c. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is:

Summer Infant (USA), Inc.

ii) The date a copy of the plan of merger was mailed to shareholders of the subsidiary corporation is (such date shall not be less than 30 days from the date of filing)

November 25, 2023

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO RIGL CHAPTER 7-6.

a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.

b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

SECTION IV: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A PARTNERSHIP PURSUANT TO RIGL CHAPTER 7-13.1 or 7-12.1.

a. The partnership certifies that it has no outstanding tax obligations. As required by RIGL 7-13.1-213 and 7-12.1-914, the partnership has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov.]

SECTION V: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED LIABILITY COMPANY PURSUANT TO RIGL CHAPTER 7-16.

a. The limited liability company certifies that it has no outstanding tax obligations. As required by RIGL § 7-16-8, the limited liability company has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov.]

SECTION VI: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name

Summer Infant, Inc.

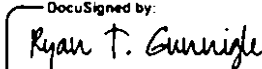
Type or Print Name of Person Signing

Ryan T. Gunnigle

Title of Person Signing

President

Signature

DocuSigned by:

Ryan T. Gunnigle

Date

12/26/2023

Type or Print Name of Person Signing

Mark Mintman

Title of Person of Signing

Treasurer and Chief Financial Officer

Signature

Date

12/26/2023

Type or Print Entity Name

Summer Infant (USA), Inc.

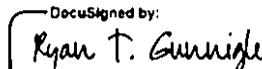
Type or Print Name of Person Signing

Ryan T. Gunnigle

Title of Person Signing

President

Signature

DocuSigned by:

Ryan T. Gunnigle

Date

12/26/2023

Type or Print Name of Person Signing

Mark Mintman

Title of Person Signing

Treasurer

Signature

Date

12/26/2023

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.

SECTION VI: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name
Summer Infant, Inc.

Type or Print Name of Person Signing Ryan T. Gunnigle	Title of Person Signing President
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Signature	Date 12/26/2023
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Type or Print Name of Person Signing Mark Mintman	Title of Person of Signing Treasurer and Chief Financial Officer
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Signature <small>DocuSigned by:</small> <i>Mark & Sheryl</i>	Date 12/26/2023
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Type or Print Entity Name
Summer Infant (USA), Inc.

Type or Print Name of Person Signing Ryan T. Gunnigle	Title of Person Signing President
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Signature	Date 12/26/2023
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Type or Print Name of Person Signing Mark Mintman	Title of Person Signing Treasurer
--	--------------------------------------

Signature <small>DocuSigned by:</small> <i>Mark & Sheryl</i>	Date 12/26/2023
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated this 26th day of December, 2023 (the "Agreement"), is made and entered into by and between Summer Infant, Inc., a Delaware corporation ("Surviving Corporation"), and Summer Infant (USA), Inc., a Rhode Island corporation ("Merged Corporation"). The Surviving Corporation and the Merged Corporation are sometimes referred to herein as the "Constituent Entities."

WITNESSETH:

WHEREAS, the Merged Corporation is duly organized and existing under the laws of the State of Rhode Island;

WHEREAS, Surviving Corporation is duly organized and existing under the laws of the State of Delaware;

WHEREAS, Surviving Corporation, is the beneficial owner of all issued and outstanding shares of Merged Corporation; and

WHEREAS, the respective stockholders of the Constituent Entities deem it advisable and in the best interest of the Constituent Entities that the Merged Corporation be merged with and into the Surviving Corporation under and pursuant to Section 7-1.2-1004 and 1006 of the Rhode Island Business Corporation Act, and Sections 252 and 253 General Corporation Law of the State of Delaware.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, the Constituent Entities agree as follows:

ARTICLE I The Merger

The Merged Corporation shall be merged with and into the Surviving Corporation (the "Merger"), upon the terms and subject to the conditions hereinafter set forth, upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Time").

ARTICLE II Effect of Merger

At the Effective Time, the separate existence of the Merged Corporation shall cease, while the existence of the Surviving Corporation shall continue unaffected and unimpaired. The Surviving Corporation shall have all the rights, privileges, immunities, franchises and powers, and all the property, real, personal and mixed of the Merged Corporation, without the necessity for any separate transfers. The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Entities. All property, real, personal and mixed, and all debts due on whatever account, all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Entities shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Entities, shall not revert or be in any way impaired by reason of such Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Entities, and any claim existing or action or proceeding pending by or against any of the Constituent Entities may be prosecuted as if such Merger had not taken place, or the Surviving Corporation may be substituted in its place. The Surviving Corporation will assume responsibility for all fees and franchise taxes of the Merged Corporation. Neither

the rights of creditors nor any liens upon the property of either of the Constituent Entities shall be impaired by such Merger.

ARTICLE III Certificate of Incorporation

The Certificate of Incorporation, as may be amended and restated from time to time of the Surviving Corporation as in effect immediately prior to giving effect to the Merger shall continue to be its Certificate of Incorporation following the Effective Time until the same shall thereafter be further amended or repealed as provided therein and by applicable law. The purposes set forth in the Certificate of Incorporation of the Surviving Corporation, as in effect on the date of the Merger, shall continue in full force and effect as the purposes of the Surviving Corporation following the Effective Time of the Merger.

ARTICLE IV Conversion of Shares

By virtue of the Merger and without any action on the part of the stockholders of the Constituent Entities thereof, upon the Effective Time pursuant to this Agreement, the manner and basis of converting the shares of the Merged Corporation into the interests of the Surviving Corporation are as follows:

1. Each share of common stock of the Merged Corporation that is issued and outstanding on the date of the Merger at the Effective Time shall be canceled and no payment shall be made with respect thereto.
2. Each share of common stock of the Surviving Corporation that is outstanding on the date of the Merger at the Effective Time shall remain outstanding with the same voting powers, restrictions and qualifications as existed immediately prior to the Effective Time.

ARTICLE V Directors and Officers

The officers and directors of the Surviving Corporation at the Effective Time shall continue as the officers and directors of the Surviving Corporation following the Merger for the full and unexpired terms of their offices and until their successors have been elected and appointed.

ARTICLE VI Further Assurance

If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of the Merged Corporation, the Surviving Corporation shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

ARTICLE VII Approvals

This Agreement requires the approval of, and shall be approved by, the directors of the Merged Corporation and of the Surviving Corporation in accordance with the provisions of Section 7-1.2- 1004 of the Rhode Island Business Corporation Act and Section 253 of the General Corporation Law of the State of Delaware.

ARTICLE VIII
Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations hereunder without the consent of the other party hereto. This Agreement is not intended to confer upon any person not a party hereto any rights or remedies hereunder.

ARTICLE IX
Covenants of the Merged Corporation

The Merged Corporation covenants and agrees that (a) it will not further amend its Articles of Incorporation prior to the Effective Time; and (b) it will not issue any new shares of common stock or rights to acquire any such shares of common stock prior to the Effective Time.

ARTICLE X
Covenants of the Surviving Corporation

The Surviving Corporation covenants and agrees that (a) it will not further amend its Certificate of Incorporation prior to the Effective Time; (b) it will not issue any new shares of common stock or rights to acquire any such shares of common stock prior to the Effective Time; (c) this Agreement will be kept on file at the Surviving Corporation's place of business; and (d) a copy of the Merger Agreement will be furnished by the Surviving Corporation, upon request and without cost, to any person holding an interest in the Constituent Entities.

ARTICLE XI
Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware without regard to the conflict of law rules thereof.

ARTICLE XII
Termination

Notwithstanding anything contained herein or elsewhere to the contrary, this Agreement may be terminated and abandoned by the owners of any of the Constituent Entities at any time prior to the filing of the Certificate of Merger pursuant to Article I.

ARTICLE XIII
Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed by its duly authorized officer on the day and year above written.

SUMMER INFANT, INC., a Delaware corporation

DocuSigned by:
By: Ryan T. Gunnigle
Name: Ryan T. Gunnigle
Title: President

SUMMER INFANT (USA), INC., a Rhode Island corporation

DocuSigned by:
By: Ryan T. Gunnigle
Name: Ryan T. Gunnigle
Title: President



State of Rhode Island
Department of State | Office of the Secretary of State
Gregg M. Amore, *Secretary of State*

I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,

hereby certify that this document, duly executed in accordance with the provisions

of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

December 26, 2023 01:00 PM

A handwritten signature in black ink that reads "Gregg M. Amore".

Gregg M. Amore
Secretary of State

