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OMB No. 0651-0011 (exp. 4/94)



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To the Honorable Commissioner of

100825250

attached original documents or copy thereof.

1. Name of conveying party(ies):

Evenflo Company, Inc.  
Lisco Feeding, Inc.  
Lisco Furniture, Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Bank of America National Trust and Savings  
Name: Association, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 1455 Market Street

City: San Francisco State: CA ZIP: 94103

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: August 20, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Int Return To 81014 \_\_\_\_\_

National Corporate Research, LTD. \_\_\_\_\_

225 W. 34th St., Suite 910 \_\_\_\_\_

New York, N.Y. 10122 \_\_\_\_\_

(800) 221-0102 (212) 947-7200 \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and patents involved: 312

7. Total fee (37 CFR 3.41).....\$ 12480<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/10/1998 JENABAZZ 00000014 4186454

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Roger S. Chari  
Name of Person Signing

Roger S. Chari  
Signature

8/25/98  
Date

Total number of pages including cover sheet, attachments, and document: 61

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 9430 FRAME: 0456

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
-----	----	-----	-----	-----
001593	USA	4186454	02/05/1980	G
				PORTABLE PLAYPEN HOUDINI
001699	USA	4288123	09/08/1981	G
				HIGH CHAIR TRAY ATTACHMENT MECHANISM (SIDEWINDER)
001793	USA	4343510	08/10/1982	G
				CHILD CAR SEAT AND RESTRAININGSYSTEM (ONE STEP)
001836	USA	4231612	11/04/1980	G
				BABY CARRIER AND CAR SEAT (DYN-O-MITE)
001914	USA	4376551	03/15/1983	G
				CHILD CAR SEAT AND RESTRAININGSYSTEM (ONE STEP)
001924	USA	D268974	05/17/1983	G
				FIVE-DRAWER CHEST
001928	USA	D268468	04/05/1983	G
				DRESSER MIRROR
001979	USA	D276099	10/30/1984	G
				DESIGN OF BOOSTER SEAT (4-STAGE MODEL)
002012	USA	D277216	01/15/1985	G
				SQUEEZY (TOY CARROT) DESIGN
002013	USA	D276636	12/04/1984	G
				TOY CELERY (SQUEEZY)
002014	USA	D276637	12/04/1984	G
				TOY BANANA
002015	USA	D276929	12/25/1984	G
				TOY BEAR
002016	USA	D276641	12/04/1984	G
				TOY HORSE

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
-----	----	-----	-----	-----
002017	USA	D276635	12/04/1984	G
		TOY GOAT		
002018	USA	D277589	02/12/1985	G
		TOY SAW		
002019	USA	D277119	01/08/1985	G
		TOY HAMMER		
002020	USA	D277203	01/15/1985	G
		TOY PLIERS		
002021	USA	D276739	12/11/1984	G
		TOY CLOWN		
002022	USA	D277880	03/05/1985	G
		TOY BEAR		
002023	USA	D277016	01/01/1985	G
		TOY TIGER		
002028	USA	D277018	01/01/1985	G
		TOY PEAR RATTLE		
002029	USA	D277017	01/01/1985	G
		TOY ORANGE RATTLE		
002033	USA	D276845	12/18/1984	G
		TOY KITTEN TEETHER		
002034	USA	D276738	12/11/1984	G
		TOY DOG TEETHER		
002035	USA	D276653	12/04/1984	G
		TOY ELEPHANT TEETHER		
002039	USA	D276639	12/04/1984	G
		TOY DOG (SQUEEZE PET)		

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
-----	----	-----	-----	-----
002040	USA	D276643	12/04/1984	G
				TOY MOUSE
002041	USA	D276640	12/04/1984	G
				TOY CAT
002042	USA	D276638	12/04/1984	G
				TOY OCTOPUS
002043	USA	D276834	12/18/1984	G
				TOY SEAHORSE
002044	USA	D277496	02/05/1985	G
				TOY DUCK
002045	USA	D276925	12/25/1984	G
				TOY RABBIT RATTLE
002046	USA	D277197	01/15/1985	G
				TOY SQUIRREL RATTLE
002047	USA	D277198	01/15/1985	G
				TOY KITTEN (RATTLE)
002048	USA	D277587	02/12/1985	G
				TOY BUNNY RABBIT RATTLE
002049	USA	D277588	02/12/1985	G
				TOY PUPPY DOG RATTLE
002050	USA	D278071	03/19/1985	G
				TOY BIRD RATTLE
002067	USA	D277157	01/15/1985	G
				CRIB END (ANTIQUITY)
002096	USA	D276098	10/30/1984	G
				BOOSTER SEAT (2-STAGE MODEL)

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
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002130	USA	D282832	03/04/1986	G
				STROLLER FOOT REST (ALA CARTE)
002131	USA	D282731	02/25/1986	G
				STROLLER HANDLE (ALA CARTE)
002132	USA	D282831	03/04/1986	G
				STROLLER (ALA CARTE)
002149	USA	4568122	02/04/1986	G
				WINGS AUTO BOOSTER SEAT UTILITY
002249	USA	D289830	05/19/1987	G
				CHILD'S BOOSTER SEAT (WINGS)
002271	USA	D301596	06/13/1989	G
				WATER TOY TURTLE FIGURE
002274	USA	D297032	08/02/1988	G
				TOY PUZZLE
002277	USA	D301931	06/27/1989	G
				TOY MONEY BANK
002298	USA	4802248	02/07/1989	G
				SPRING HANGER ASSEMBLY (ALL WOOD CRIBS)
002354	USA	4754999	07/05/1988	G
				7 YEAR CAR SEAT
002447	USA	D350851	09/27/1994	G
				INFANT MASSAGER TOOTHBRUSH
002479	USA	D305283	01/02/1990	G
				CAR SEAT (7 YEAR CAR SEAT)
002741	USA	4892517	01/09/1990	G
				BREAST PUMP (1986 VERSION)

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
002760	USA	D304763	11/21/1989	G
				BABY BOTTLE (EASY HOLD)
002785	USA	D315253	03/12/1991	G
				BOOSTER SEAT (SIGHTSEER)
002786	USA	4826246	05/02/1989	G
				CHILD SAFETY SEAT (ULTARA II WITH T-SHIELD)
002852	USA	D311823	11/06/1990	G
				CHILD SAFETY SEAT (ULTARA II)
002867	USA	D311822	11/06/1990	G
				INFANT SAFETY SEAT (JOYRIDE)
002875	USA	D311281	10/16/1990	G
				A CHILD'S SAFETY SEAT (WITH T-SHIELD)
002901	USA	D321449	11/12/1991	G
				POWER ROCKER BASE FOR AN INFANT SEAT (AMERICAN GLIDER)
002919	USA	D309500	07/24/1990	G
				BREAST PUMP (1986 MANUAL)
002925	USA	D307879	05/15/1990	G
				BABY CARRIAGE
002927	USA	D322001	12/03/1991	G
				DETACHABLE BASE FOR A BABY'S ROCKER (JOYRIDE) (TRAVEL TANDEM)
002947	USA	D316238	04/16/1991	G
				CARRIAGE STROLLER TRAY
002948	USA	D309886	08/14/1990	G
				STROLLER WHEEL

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
003010	USA	4912818	04/03/1990	G
				BELT ADJUSTING APPARATUS (ULTARA I)
003014	USA	4943113	07/24/1990	G
				CHILD RESTRAINT SYSTEM WITH IMPROVED BASE (JOYRIDE)
003017	USA	D308573	06/12/1990	G
				CHILD'S TRAINING CHAIR (POTTY SEAT) (PERFECT POTTY)
003020	USA	D310654	09/18/1990	G
				STROLLER WHEEL HUB CAP
003021	USA	D316989	05/21/1991	G
				STROLLER HANDLE
003034	USA	D310200	08/28/1990	G
				STROLLER WHEEL HUB
003074	USA	D326523	05/26/1992	G
				DISPOSABLE NURSER (1988) (ENTIRE STRUCTURE)
003078	USA	4985948	01/22/1991	G
				FOLDABLE PLAYYARD (TOP & BOTTOM FOLD) HAPPY CAMPER - SECOND VERSION
003082	USA	4958887	09/25/1990	G
				INFANT CARRIER WITH HOOKS FOR USE WITH SHOPPING CARTS
003092	USA	D325972	05/05/1992	G
				DISPOSABLE NURSER HOOD
003095	USA	5020680	06/04/1991	G
				DISPOSABLE NURSER SHELL & HOOD (1988)
003117	USA	5106154	04/21/1992	G
				CAR SEAT WITH INTEGRAL CONVERTIBLE FRAME (CHAMPION)

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
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003129	USA	4962965	10/16/1990	G
				SEAT BELT ASSEMBLY FOR HIGH CHAIRS
003130	USA	D328239	07/28/1992	G
				SAFETY SEAT BELT ALIGNMENT GUIDE (ULTARA)
003134	USA	D323589	02/04/1992	G
SECOND				FOLDABLE PLAYYARD (TOP & BOTTOM FOLD - HAPPY CAMPER - VERSION)
003161	USA	4968092	11/06/1990	G
				HIGH CHAIR LATCH MECHANISM (FRONT RELEASE TRAY MECHANISM) (SIDEWINDER)
003167	USA	D325973	05/05/1992	G
				DISPOSABLE NURSER SHELL
003176	USA	D329758	09/29/1992	G
				CHILD'S BENCH SEAT
003177	USA	D329757	09/20/1992	G
				CHILD'S ROCKER
003178	USA	D336168	06/08/1993	G
				CHILD'S CHAIR
003183	USA	D324962	03/31/1992	G
				CHILD'S DESK
003184	USA	D338344	08/17/1993	G
				CHILD'S ROCKING SETTEE
003258-1	USA	5183311	02/02/1993	G
				PORTABLE HIGH CHAIR/BOOSTER SEAT (SNACK 'N PLAY)
003259	USA	D330842	11/10/1992	G
				ADJUSTABLE BOOSTER SEAT (SNACK 'N PLAY)



EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
003303	USA	D339477	09/21/1993	G
				CHILD'S CAR SEAT (WITH INTEGRAL CONVERTIBLE FRAME) (CHAMPION)
003353	USA	5181765	01/26/1993	G
				HEAT TREATED LATCH PLATE (ULTARA II CAR SEAT)
003376	USA	5181761	01/26/1993	G
				CHILD RESTRAINT SYSTEM (ULTARA I)
003388	USA	D348513	07/05/1994	G
				BREAST PUMP ADAPTER (MANUAL BREAST PUMPS)
003389	USA	D339196	09/07/1993	G
				INFANT TEETHER (HEART/BUTTERFLY/STAR IN RING DESIGN)
003390	USA	D344987	03/08/1994	G
				DEVELOPMENT RATTLE (SPINNER & RINGS)
003489	USA	D329472	09/15/1992	G
				DUCK NOVELTY JUMPER (QUACKERS)
003539	USA	4968091	11/06/1990	G
				ARTICLE USEFUL AS A BOOSTER CHAIR AND STEP STOOL (CHAIR & STAIR)
003540	USA	D334848	04/20/1993	G
				ARTICLE USEFUL AS A BOOSTER CHAIR AND STEP STOOL (CHAIR & STAIR) (D)
003585	USA	D350607	09/13/1994	G
				MICKEY MOUSE PACIFIER (NEW DESIGN)
003616	USA	D368386	04/02/1996	G
				CHILD'S BED (PRINCESS BED)

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
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003641	USA	5445585	08/29/1995	G
				SPRING HOUSING AND SPREADER ASSEMBLY (NEW JOYNNY JUMP-UP AND QUACKERS)
003643	USA	D352201	11/08/1994	G
				JUVENILE DRINKING CUP (DESIGN)
003644	USA	D343988	02/08/1994	G
				JUVENILE CUP DRIBBLE LID (DESIGN)
003649	USA	D345054	03/15/1994	G
				INFANT MASSAGER TOOTHBRUSH (D)
003676	USA	D337161	07/07/1993	G
				TEETHER (TEDDY BEAR COOLING RING)
003677	USA	D345608	03/29/1994	G
				DECORATED COOLING TEETHER
003678	USA	D343650	01/25/1994	G
				ELEPHANT CIRCUS RATTLE
003679	USA	D343653	01/25/1994	G
				BUNNY CIRCUS RATTLE
003680	USA	D345389	03/22/1994	G
				LAMB CIRCUS RATTLE
003681	USA	D345995	04/12/1994	G
				SLIDE RATTLE DESIGN
003682	USA	D343654	01/25/1994	G
				ELEPHANT CLUTCH RATTLE
003683	USA	D343651	01/25/1994	G
				LION CLUTCH RATTLE
003684	USA	D343652	01/25/1994	G
				BEAR CLUTCH RATTLE

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
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003685	USA	D345185	03/15/1994	G
				RATTLE WITH RINGS
003686	USA	D345391	03/22/1994	G
				BUNNY SEE-THRU RATTLE
003687	USA	D345388	03/22/1994	G
				RING CHIME RATTLE DESIGN
003688	USA	D345392	03/22/1994	G
				SPIN BALL HIGH CHAIR RATTLE
003689	USA	D344986	03/08/1994	G
				LION HIGH CHAIR RATTLE (WITH MIRROR)
003690	USA	D345184	03/15/1994	G
				CLOWN HIGH CHAIR RATTLE (WITH MIRROR)
003691	USA	D344988	03/08/1994	G
				ELEPHANT PUSH-ALONG RATTLE (WITH MIRROR)
003692	USA	D345390	03/22/1994	G
				PONY PUSH-ALONG RATTLE (WITH MIRROR)
003705	USA	5288283	02/22/1994	G
				DOORWAY EXERCISER (U) (NEW JOHNNY JUMP UP)
003736	USA	D345422	03/22/1994	G
				CLEAR TEETHER RING
003751	USA	D338068	08/03/1993	G
				TEETHER (TEDDY BEAR COOLING STAR)
003754	USA	D355533	02/21/1995	G
				NEW DOORWAY EXERCISER (D) (JOHNNY JUMP UP)

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
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003756	USA	D327175	06/23/1992	G
				ARTICLE USEFUL AS A BOOSTER CHAIR AND STEP STOOL (STAIR & CHAIR) (design)
003776	USA	D350828	09/20/1994	G
				MINNIE MOUSE PACIFIER (NEW DESIGN)
003777	USA	D339867	09/28/1993	G
				PACIFIER SHIELD
003780	USA	5292336	03/08/1994	G
				PACIFIER WITH HANDLE (UTILITY) (DISNEY)
003786	USA	5507558	04/16/1996	G
				AUTO BOOSTER SEAT W/SHIELD (SIDEKICK)
003862	USA	5427432	06/27/1995	G
				ADJUSTABLE SHIELD FOR CAR SEAT (UTILITY) (ULTARA)
003896	USA	5407246	04/18/1995	G
				CHILD'S EXERCISER/ROCKER (U) (EXERSAUCER)
003896-2	USA	5704576	01/06/1998	G
				CLIP FOR A CHILD'S EXERCISER/ROCKER (U) (EXERSAUCER) (CIP)
003898	USA	D358730	05/30/1995	G
				HIGH CHAIR TRAY (WITH CENTER DRAWER - HAPPY DAYS)
003900	USA	D360905	08/01/1995	G
				DUCK NOVELTY JUMPER (QUACKERS)
003907	USA	D361672	08/29/1995	G
				ADJUSTABLE HIGH CHAIR (D) (REIGHT HEIGHT)

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
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003908	USA	D360991	08/08/1995	G
		BOOSTER CAR SEAT W/SHIELD (SIDEKICK) (D)		
003925	USA	5361934	11/08/1994	G
		POP-UP STRAW FOR JUVENILE DRINKING CUP		
003930	USA	5385387	01/31/1995	G
		CHILD CARRIER WITH DETACHABLE BASE (ON MY WAY)		
003930-1	USA	5478135	12/26/1995	G
		CHILD CARRIER WITH DETACHABLE BASE (ON MY WAY) (CIP Appln)		
003935	USA	D360307	07/18/1995	G
		BOOSTER CAR SEAT BASE (D) (W/O SHIELD) (SIDEKICK)		
003938	USA	D351233	10/04/1994	G
		DONALD DUCK PACIFIER (DISNEY)		
003939	USA	D351232	10/04/1994	G
		DAISY DUCK PACIFIER (DISNEY)		
003940	USA	D373028	08/27/1996	G
		INFANT AUTO SEAT WITH BASE (ON MY WAY)		
003945	USA	353288	12/13/1994	G
		Z HANDLE FOR INFANT CAR SEAT (CARRY RIGHT)		
003945-1	USA	369707	05/14/1996	G
		HANDLE FOR INFANT CAR SEAT (CARRY RIGHT)		
003950	USA	5324094	06/28/1994	G
		HANDLE FOR INFANT CAR SEAT (CARRY RIGHT)		

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
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003950-1	USA	5409292	04/25/1995	G
			HANDLE FOR INFANT CAR SEAT (CARRY RIGHT)	
003950-1-1	USA	5516190	05/14/1996	G
			HANDLE FOR INFANT CAR SEAT (CARRY RIGHT)	
003953	USA	D365925	01/09/1996	G
			A COMBINATION BABY CARRIER, BACKPACK AND WHEEL COVERS (FRAME AND SOFT CARRIER)	
003954	USA	D355939	02/28/1995	G
			CHILD'S EXERCISER/ROCKER (D) (EXERSAUCER)	
003954-1	USA	D369685	05/14/1996	G
			CHILD'S EXERCISER/ROCKER	
003961	USA	D356689	03/28/1995	G
			CHILD'S MULTI-LEVEL BOOSTER SEAT (D) (ELEVATOR II)	
003963	USA	5489138	02/06/1996	G
			IMPROVED HEIGHT ADJUSTABLE HIGH CHAIR (U) (CELEBRITY)	
003964	USA	D373029	08/27/1996	G
			HEIGHT ADJUSTABLE HIGH CHAIR (D) (RIGHT HEIGHT)	
003965-1	USA	D382718	08/26/1997	G
			COMBINED PLAYYARD AND TOY BAG (HAPPY CAMPER) (D)	
003975	USA	D374558	10/15/1996	G
			FRAME FOR AN INFANT CAR SEAT (ON MY WAY)	
003985	USA	D357800	05/02/1995	G
			SOFT BABY CARRIER (GRAND TOUR)	

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
004157	USA	D364754	12/05/1995	G
				BLOW MOLDED CRIB (D) (HUNTINGTON BABY CRIB)
004158	USA	5535457	07/16/1996	G
				BLOW MOLDED CRIB (U) (HUNTINGTON BABY CRIB)
004175-1	USA	5609393	03/11/1997	G
				RECLINING MECHANISM FOR TODDLER CAR SEATS (EASY 5)
004184	USA	D366965	02/13/1996	G
				INFANT CAR SEAT (D) (TODDLER CONVERTIBLE CAR SEAT) (FANTASY)
004215	USA	5458398	10/17/1995	G
				INFANT CAR SEAT WITH RECESSED BELT PATH (EASY 5)
004222	USA	5553336	09/10/1996	G
				PLAYYARD AND BASSINET COMBINATION (HAPPY CAMPER)
004226	USA	5690383	11/25/1997	G
				BABY BUNGEE JUMPER (U) (THIRD VERSION)
004239	USA	D374578	10/15/1996	G
				FIVE-POINT SHIELD FOR CAR SEAT (D) (EASY 5)
004241	USA	D366967	02/13/1996	G
				CONVERTIBLE HIGH CHAIR (D) (COMBINATION HIGH CHAIR/TABLE)
004243	USA	D378554	03/25/1997	G
				BUILT-IN TOY TRAY FOR CHILD EXERCISER (D)
004263	USA	D366978	02/13/1996	G
				REMOVABLE PLAYYARD CANOPY (D)

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
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004270	USA	D376393	12/10/1996	G
		TRAIN ACTIVITY CENTER (D) (FOR USE WITH EXERSAUCER)		
004271	USA	D374896	10/22/1996	G
		DASHBOARD ACTIVITY CENTER (D) (FOR USE WITH EXERSAUCER)		
004299	USA	5727798	03/17/1998	G
		CHILD STROLLER AND INFANT CARRIER SYSTEM (U) (ON MY WAY)		
004393	USA	D382968	08/26/1997	G
		A COMBINED INFANT NURSER AND CAP (LONG BOTTLE)		
004394	USA	D382969	08/26/1997	G
		A COMBINED INFANT NURSER AND CAP (SHORT BOTTLE)		
004483	USA	5644806	07/08/1997	G
		PLAYYARD SYSTEM WITH HANDLE AND WHEELS (U) (ROLL N GO)		
004484	USA	D379486	05/27/1997	G
		MOBILE ARM ATTACHMENT FOR PORTABLE PLAYYARDS (D)		
004485	USA	D378969	04/29/1997	G
		INFANT ACTIVITY QUILT (D)		
004486	USA	5662339	09/02/1997	G
		IMPROVED INFANT FRAME CARRIER (HIKE N' ROLL) (U)		
004491	USA	D385116	10/21/1997	G
		CHILD'S BOOSTER CAR SEAT (D)		
004493	USA	D378908	04/22/1997	G
		COMBINED CHILD STROLLER AND INFANT CARRIER (D) (JOYRIDE TRAVEL SYSTEM))		



EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
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004515	USA	D378017	02/18/1997	G
				IMPROVED INFANT FRAME CARRIER (D) (HIKE N ROLL - FRESH AIR GEAR)
004523	USA	D383912	09/23/1997	G
				CHILD'S CAR SEAT (D) (FANTASY 5)
004525	USA	D374692	10/15/1996	G
				GEOMETRIC TOY BAR (D) (FOR USE WITH EXERSAUCER)
004549	USA	D379583	06/03/1997	G
				WHEELS FOR USE ON FOLDABLE PLAYYARDS (HAPPY CABANA)
004672	USA	D391364	02/24/1998	G
				LOCK AND KEY TEETHER
004675	USA	D391643	03/03/1998	G
				INFANT TEETHER (GRAPES)
004676	USA	D392389	03/17/1998	G
				INFANT TEETHER (STRAWBERRY)
004677	USA	D391644	03/03/1998	G
				INFANT TEETHER (RASPBERRY)
004678	USA	D395515	06/23/1998	G
				INFANT CHARM TEETHER (HORSESHOE/4-LEAF CLOVER/STAR)
004679	USA	D395516	06/23/1998	G
				INFANT FOOD CHARM TEETHER (BACON/TOAST/EGGS)
004683	USA	D390886	02/17/1998	G
				ELECTRONIC BEAR FACE ACTIVITY TOY
004684	USA	D390604	02/10/1998	G
				ELECTRONIC PAINT PALLET ACTIVITY TOY

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
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004740	USA	D388749	01/06/1998	G
				HOLLOW SPOKE WHEEL FOR CHILD'S STROLLER (THREE WHEEL STROLLER)
004744	USA	5738410	04/14/1998	G
				RECLINE MECHANISM FOR THREE-WHEELED STROLLER
004746	USA	D384911	10/14/1997	G
				BELT BUCKLE FOR AUTO BOOSTER SEAT
004749	USA	D393074	05/31/1998	G
				COMBINED PACIFIER AND CLIP ATTACHMENT
004757	USA	5791742	08/11/1998	G
				THREE-WHEELED STROLLER WHEEL
004767	USA	5765856	06/16/1998	G
				COLLAPSIBLE THREE-WHEELED STROLLER WITH CANOPY
004768	USA	5752283	05/19/1998	G
				LOW COST PORTABLE PLAYYARD
004770	USA	5797654	08/25/1998	G
				BELT BUCKLE/TETHER STRAP FOR BOOSTER CAR SEAT
004771	USA	D391309	02/24/1998	G
				CHILD EXERCISER/ROCKER (WITH BUILT-IN TOYS TRAY)
004772	USA	D390888	02/17/1998	G
				CHILD/EXERCISER ROCKER WITH AIRPLANE SHAPED TRAY
004784	USA	D394546	05/25/1998	G
				INFANT FRAME CARRIER
004799	USA	5745954	05/05/1998	G
				PLAYYARD HINGE (HAPPY CAMPER)

164

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
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004851	USA	D391641	03/03/1998	G
		MESH PACIFIER WITH HANDLE (1996)		
005083	USA	5759195	06/02/1998	G
		MESH PACIFIER (1997)		
005284	USA	5643035	07/01/1997	G
		BUBBLE PRODUCING DEVICE		
005285	USA	5210532	05/11/1993	G
		BABY MONITOR RECEIVER HAVING INDICATOR DISPLAY		
005288	USA	5277472	01/11/1994	G
		MULTI-FUNCTION INFANT SEAT		
005289	USA	5061012	10/29/1991	G
		CHILD CAR SEAT WITH AUTOMATIC HARNES ADJUST		
005291	USA	5280635	01/18/1994	G
		BABY MONITOR TRANSMITTER		
005292	USA	4984895	01/15/1991	G
		VEHICLE SEAT FOR A CHILD		
005293	USA	D374764	12/24/1996	G
		BABY MONITOR TRANSMITTER		
005294	USA	D376765	12/24/1996	G
		BABY MONITOR RECIEVER		
005295	USA	4777672	10/18/1988	G
		CHILDREN'S CONVERTIBLE TOILET APPARATUS		
005296	USA	4434920	03/06/1984	G
		SOFT ORTHOPEDIC POUCH-TYPE INFANT CARRIER		
005297	USA	D395161	06/16/1998	G
		CHILD CARRIER		

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
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005298	USA	5754993	05/26/1998	G
				CONVERTIBLE CRIB AND TWIN BED WHEREIN THE HEADBOARD & FOOTBOARD ARE ROTATED BY 90 DEGREES
005302	USA	D385105	10/21/1997	G
				GBP 320 D2 CHILD CARRIER
005303	USA	5575530	11/19/1996	G
				INFANT BOUNCER
005305	USA	5531258	07/02/1996	G
				FOLDING SOFT GATE
005306	USA	D385696	11/04/1997	G
				CHILD CARRIER
005307	USA	D374633	11/15/1996	G
				BABY MONITOR TRANSMITTER
005308	USA	5708970	01/13/1998	G
				WIRELESS SOUND MONITORING APPARATUS WITH SUBAUDIBLE SQUELCH CONTROL
005309	USA	396673	08/04/1998	G
				RETRO-LOOK CARRIAGE STROLLER
005312	USA	5638885	06/17/1997	G
				BABY MONITOR RECEIVER
005313	USA	D376918	12/31/1996	G
				BATH RING
005314	USA	5588158	12/31/1996	G
				BATH RING
005315	USA	D377457	01/21/1997	G
				BABY MONITOR RECEIVOR
005316	USA	5599060	02/04/1997	G
				CHILD'S BOOSTER SEAT FOR VEHICLES

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
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005317	USA	5692655	12/02/1997	G
				SOFT CARRIER FOR A CHILD
005318	USA	5533959	07/09/1996	G
				WIRELESS REMOTE MONITORS
005319	USA	5272840	12/28/1993	G
				SECURITY GATE WITH WALK-THROUGH FEATURE
005320	USA	D277811	03/05/1985	G
				INFANT CARRIER
005321	USA	5769727	06/23/1998	G
				IMPROVED SWING
005325	USA	5322343	06/21/1994	G
				INFANT CAR SEAT
005328	USA	D348309	06/28/1994	G
				BATH RING
005330	USA	D341207	01/20/1994	G
				SECURITY GATE WITH WALK-THROUGH FEATURE
005331	USA	5326327	07/05/1994	G
				SWING ASSEMBLY
005334	USA	D344189	02/15/1994	G
				HIGH CHAIR
005335	USA	D351289	10/11/1994	G
				INFANT SWING
005336	USA	D347121	05/24/1994	G
				INFANT BOUNCER
005337	USA	D347737	06/14/1994	G
				INFANT CAR SEAT

EVENFLO COMPANY, INC. GRANTED US PATENT APPLICATIONS

Docket No.	Ctry	Pat No.	Grant Dt	Status
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005338	USA	380973	07/15/1997	G
				BABY MONITOR TRANSMITTER
005339	USA	5558400	09/24/1996	G
				ADJUSTABLE HEIGHT HIGH CHAIR
005340	USA	5172955	12/22/1992	G
				BOUNCING INFANT SEAT RECLINING BETWEEN UPRIGHT
005341	USA	4323233	04/06/1982	G
				PENDULUM SWING
005342	USA	D288019	01/27/1987	G
				DIAPER PAIL
005343	USA	5437115	08/01/1995	G
				SECURITY GATE APPARATUS
005398	USA	D336396	06/15/1993	G
				BASE FOR AN INFANT SEAT
005406	USA	5317765	06/07/1994	G
				COLLAPSIBLE INFANT BATH RING
005410	USA	4832367	05/23/1989	G
				BELT RESTRAINING APPARATUS FOR AUTO PASSENGERS
005448	USA	D397867	09/08/1998	G
				SOFT CARRIER CARRIER (046)

EVENFLO COMPANY, INC. PENDING/FILED PATENT APPLICATIONS

Docket No.	Ctry	App No	App Date	Status
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003896-1	USA	324184	10/03/1994	F
		CHILD'S EXERCISER/ROCKER (U) (EXERSAUCER)		
003950-1-2	USA	655359	05/24/1996	F
		HANDLE FOR INFANT CAR SEAT (CIP)		
004238-1	USA	411252	03/27/1995	F
		TODDLER CARRIER (U) MEDALLION		
004351	USA	938743	09/26/1997	F
		AC BREAST PUMP RESERVOIR		
004421	USA	046214	11/09/1995	F
		SOFT INFANT CARRIERS (D) (1996 LINE)		
004427	USA	046358	11/13/1995	F
		INFANT ACTIVITY EXERCISER/ROCKER (D) (EXERSAUCER BABY)		
004427-1	USA	075653	09/03/1997	F
		IMPROVED INFANT ACTIVITY EXERCISER/ROCKER (D) (EXERSAUCER BABY)		
004427-D1	USA	081293	12/01/1997	F
		INFANT ACTIVITY EXERCISER/ROCKER (D) (EXERSAUCER BABY)		
004482	USA	556184	11/09/1995	F
		CHILD STROLLER AND INFANT CARRIER SYSTEM (U) (JOYRIDE)		
004486-1	USA	734568	10/21/1996	F
		IMPROVED INFANT CARRIER		
004486-1	USA	734568	10/21/1996	F
		IMPROVED INFANT FRAME CARRIER (HIKE N' ROLL) (U)		

6.

EVENFLO COMPANY, INC. PENDING/FILED PATENT APPLICATIONS

Docket No.	Ctry	App No	App Date	Status
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004494	USA	046353	11/13/1995	F
				CHILD STROLLER AND INFANT CARRIER SYSTEM (D) (ON MY WAY)
004513	USA	556189	11/09/1995	F
				PLAYYARD SYSTEM (U) (HAPPY CABANA) (W/BASSINET & MOBILE ARM)
004527	USA	556032	11/09/1995	F
				SOFT INFANT CARRIER (U)
004629	USA	736747	10/25/1996	F
				THREE-WHEELED STROLLER
004674	USA	069933	04/29/1997	F
				ALPHABET SOUP TEETHER/RATTLE
004685	USA	069934	04/29/1997	F
				ELECTRONIC TELEPHONE ACTIVITY TOY
004686	USA	070355	04/29/1997	F
				ELECTRONIC REMOTE CONTROL ACTIVITY TOY
004687	USA	070354	04/29/1997	F
				ELECTRONIC TAPE PLAYER ACTIVITY TOY
004727	USA	067048	02/24/1997	F
				IMPROVED CHILD SIPPER CUP (EZ CLEAN - NO SPILL CUP)
004727-1	USA	008771	01/19/1998	F
				IMPROVED CHILD SIPPER CUP (NO SPILL CUP)
004741	USA	736743	10/25/1996	F
				COLLAPSIBLE THREE WHEELED STROLLER WITH IMPROVED HINGER
004745	USA	061500	10/25/1996	F
				COLLAPSIBLE THREE-WHEELED STROLLER (D)



EVENFLO COMPANY, INC. PENDING/FILED PATENT APPLICATIONS

Docket No.	Ctry	App No	App Date	Status
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004756	USA	074946	08/13/1997	F
				TIRE TREAD DESIGN FOR THREE-WHEELED STROLLER
004766	USA	736746	10/25/1996	F
				FRONT CASTER LOCK FOR THREE-WHEELED STROLLER
004779	USA	061499	10/25/1996	F
				FLIP-TOP DESK TOP FOR COMBO HIGH CHAIR/TABLE (PHASES)
004796	USA	110222	07/06/1998	F
				AUTO CYCLE BREAST PUMP
005081	USA	854790	05/12/1997	F
				MESH PACIFIER AND CLIP ATTACHMENT (1996)
005283	USA	775078	12/27/1996	F
				CONVERTIBLE INFANT CARRIER/RESTRAINT SYSTEM
005286	USA	559167	11/13/1995	F
				INFANT BATHTUB WITH MULTIPLE POSITION
005299	USA	735972	10/25/1996	F
				WALK-THROUGH GATE
005300	USA	736804	10/25/1996	F
				SOFT CARRIER WITH CANOPY
005301	USA	738327	10/25/1996	F
				SOFT SIDED INFANT CARRIER CONVERTIBLE TO HIP CARRIER
005310	USA	757476	11/27/1996	F
				WAGON/ACTIVITY CENTER
005311	USA	061511	10/25/1996	F
				IMPROVED CONVENIENE STROLLER



EVENFLO COMPANY, INC. PENDING/FILED PATENT APPLICATIONS

Docket No.	Ctry	App No	App Date	Status
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005388	USA	937719	09/25/1997	F
		STROLLER WITH IMPROVED FEATURES (PACESETTER 247) CIP - P-5322		
005389	USA	937482	09/25/1997	F
		MONITOR/HANDSFREE INTERCOM (613)		
005391	USA	042306	04/01/1997	F
		FRAME BASED ACTIVITY CENTER		
005391	USA	042306	04/01/1997	F
		FRAME BASED ACTIVITY CENTER		
005392	USA	042305	04/01/1997	F
		TABLE BASED ACTIVITY CENTER		
005393	USA	042598	05/01/1997	F
		PANEL BASED ACTIVITY CENTER		
005408	USA	773817	12/27/1996	F
		IMPROVED HIGH CHAIR		
005419	USA	042304	04/01/1997	F
		BOX-BASED ACTIVITY CENTER		
005420	USA	736971	10/25/1996	F
		HIGH-BACK CHILD RESTRAINT SYSTEM		
005421	USA	358013	03/15/1982	F
		SOFT POUCH TYPE INFANT CARRIER		
005447	USA	077095	09/26/1997	F
		078 SOFT CARRIER		
005449	USA	077078	09/26/1997	F
		COMBO DIAPER BAG/FANNY PACK		

EVENFLO COMPANY, INC. PENDING/FILED PATENT APPLICATIONS

Docket No.	Ctry	App No	App Date	Status
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005455	USA	077090	09/26/1997	F

MERCURY SWING

005478	USA	937719	09/25/1997	F
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STROLLER WITH IMPROVED FEATURES  
(PACESETTER 247)

## SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of August 20, 1998, among EVENFLO COMPANY, INC., a Delaware corporation ("Borrower"), the undersigned Domestic Subsidiaries of Borrower (each a "Subsidiary Grantor" and collectively, the "Subsidiary Grantors"; Borrower and the Subsidiary Grantors, collectively, the "Grantors") and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION ("BofA"), as administrative agent (in such capacity, the "Administrative Agent") for the lenders (the "Lenders") from time to time parties to the Credit Agreement, dated as of August 20, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, BofA, as swing line lender and as fronting lender and as Administrative Agent, Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, as lead arranger and syndication agent (in such capacity, the "Lead Arranger"), and DLJ Capital Funding, Inc., as documentation agent (in such capacity, the "Documentation Agent") for the Lenders, for the ratable benefit of the Secured Parties (as defined below).

### W I T N E S S E T H :

WHEREAS, (a) pursuant to the Credit Agreement, the Lenders have severally agreed to make Credit Extensions (such capitalized term, and other capitalized terms used in these recitals, to have the meanings set forth, or defined by reference, in Section 1) to Borrower upon the terms and subject to the conditions set forth therein and (b) one or more Lenders (including those of its Affiliates that have appointed the Administrative Agent to act on such Affiliates' behalf hereunder on terms substantially similar to those set forth in Article X of the Credit Agreement, including the provisions relating to exculpation and indemnification therein) may from time to time enter into Swap Contracts with Borrower (such Affiliates, together with such Lenders, the Lead Arranger, the Administrative Agent, and the Documentation Agent, being referred to herein as the "Secured Parties");

WHEREAS, (a) Borrower owns a majority of the capital stock of each Subsidiary Grantor and (b) each Subsidiary Grantor has, pursuant to the Guaranty (as the same may be amended, supplemented or otherwise modified), guaranteed to the Administrative Agent, for the ratable benefit of the Secured Parties and their respective successors, endorsees, transferees and assigns, the prompt and complete payment and performance by Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations;

WHEREAS, the proceeds of the Credit Extensions will be used in part to enable Borrower to make valuable transfers to the Subsidiary Grantors in connection with the operation of their respective businesses;

WHEREAS, Borrower and the Subsidiary Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the Credit Extensions; and

WHEREAS, it is a condition precedent to (a) the obligation of the Lenders to continue to make their respective Credit Extensions to Borrower under the Credit Agreement and (b) the effectiveness of the Credit Agreement, that Borrower and the Subsidiary Grantors shall have executed and delivered this Security Agreement to the Administrative Agent for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties (as defined below) to make Credit Extensions, each of the Grantors hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

1. Defined Terms.

1.1 Definitions. (a) Unless otherwise noted, references to sections are to sections of this Agreement. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given in the Credit Agreement, and the following terms which are defined in the Code in effect in the State of New York on the date hereof are used herein as so defined: Chattel Paper, Farm Products, Instruments and Investment property.

(b) The following terms shall have the following meanings:

"Accounts": with respect to each Grantor, any and all right, title and interest of such Grantor to payment for goods and services sold or leased, including any such right evidenced by Chattel Paper, whether due or to become due, whether or not it has been earned or performed, and whether now or hereafter acquired or arising in the future, including, without limitation, accounts receivable from Affiliates of such person, except to the extent that the grant of a security interest in Accounts owed by Affiliates not incorporated or otherwise organized in the United States of America would result in material adverse tax or legal consequences to such Grantor.

"Accounts Receivable": with respect to each Grantor, all right, title and interest of such Grantor to Accounts and all of its right, title and interest in any returned goods, together with all rights, titles, securities and guaranties with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary in each case whether due or become due, whether now or hereafter arising in the future.

"Agreement": this Security Agreement, as the same may be amended, amended and restated, modified or otherwise supplemented from time to time.

"Code": the Uniform Commercial Code as from time to time in effect in any applicable jurisdiction.

"Collateral": as defined in Section 2.1.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 5.3 or Section 7.2.

"Computer Hardware and Software Collateral": with respect to each Grantor, its interests in the following, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person:

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware

(b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by each Grantor, designed for use on the computers and electronic data processing hardware described in the preceding clause (a);

(c) all firmware associated therewith;

(d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(e) all rights with respect to all of the foregoing, including any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

"Contracts": with respect to each Grantor, all rights of such Grantor under contracts and agreements to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of such Grantor to damages arising out of, or for, breach or default in respect thereof and (c) all rights of such Grantor to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its rights under such contract or agreement is not prohibited

without the consent of any other person, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from all such other persons.

**"Copyright Collateral"**: with respect to each Grantor, its interests in the following, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person:

(a) all copyrights (including copyrights for semi-conductor chip product mask works) of each Grantor, whether statutory or at common law, registered or unregistered, now or hereafter in force throughout the world including, without limitation, all of each Grantor's right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world and also including, without limitation, the copyrights and mask works referred to in Item A of Schedule IV attached hereto, and all applications for registration thereof (including pending applications), including the copyright and mask works registrations and applications referred to in Item A of Schedule IV attached hereto, if any, and all copyrights resulting from such applications;

(b) all extensions and renewals of any of the items described in clause (a);

(c) all copyright and mask works licenses and other agreements providing each Grantor with the right to use any of the items of the type referred to in clauses (a) and (b), including each copyright license referred to in Item B of Schedule IV attached hereto, if any;

(d) the right to sue third parties for past, present and future infringements of any of the Copyright Collateral referred to in clauses (a) and (b) and, to the extent applicable, clause (c); and

(e) all proceeds of, and rights associated with, the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits and all rights corresponding thereto throughout the world.

**"Documents"**: with respect to each Grantor, all Instruments, files, records, ledger sheets and documents covering or relating to any of the Accounts, Equipment, General Intangibles, Intellectual Property, Inventory or Proceeds.

**"General Intangibles"**: with respect to each Grantor, as defined in the Code in effect in the State of New York on the date hereof to the extent, in the case of any General Intangibles arising under any contract or agreement, that the grant by such Grantor of a security interest pursuant to this Agreement in its rights under such contract or agreement is not prohibited without the consent of any other person, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from all such other persons (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain



such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Account or General Intangible or any money or other amounts due or to become due under any such contract or agreement to the extent provided in Section 9-318 of the Code as in effect on the date hereof, and provided, further, that "General Intangibles" shall not include any of the items within Section 2.1(h) and any General Intangibles owned by Affiliates not incorporated or otherwise organized in the United States of America to the extent that the grant of a security interest in such General Intangibles would result in material adverse tax or legal consequences to such Grantor.

"Indemnitee": the Secured Parties and their respective officers, directors, trustees, affiliates and controlling persons.

"Intellectual Property Collateral": collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

"Inventory": with respect to each Grantor, all right, title and interest of such Grantor in and to goods intended for sale or lease by such person, or consumed in such person's business (including, without limitation, all operating parts and supplies), together with all raw materials and finished goods, whether now owned or hereafter acquired or arising.

"Material Intellectual Property Collateral": the following Trademarks: "Evenflo", "Snugli" and "Dudley".

"Obligations": the collective reference to (i) the unpaid principal of and interest on the Credit Extensions and all other obligations and liabilities of the Grantors to the Administrative Agent or any Lender (including, without limitation, interest accruing at the then-applicable rate provided in the Credit Agreement after the maturity of the Credit Extensions and interest accruing at the then-applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, that may arise under, out of, or in connection with, the Credit Agreement, the Guaranties, the other Loan Documents, the Letters of Credit, Acceptances or any other documents made, delivered or given in connection therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by Borrower or any Subsidiary Grantor pursuant to the terms of the Credit Agreement or any other Loan Document), (ii) all obligations and liabilities of Borrower to any Secured Party, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, that may arise under, out of, or in connection with, any Swap Contract or any other

document made, delivered or given in connection therewith and (iii) all obligations of each Obligor (other than Borrower) now or hereafter existing under this Agreement and each other Loan Document to which it is or may become a party.

**"Patent Collateral"**: with respect to each Grantor, its interests owned in the following, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Schedule V attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the preceding clause (a);

(c) all patent licenses and other agreements providing each Grantor with the right to use any of the items of the type referred to in the preceding clauses (a) and (b), including each patent license referred to in Item B of Schedule V attached hereto;

(d) the right to sue third parties for past, present or future infringements of any Patent Collateral described in the preceding clauses (a) and (b) and, to the extent applicable, clause (c); and

(e) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Schedule V attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Schedule V attached hereto, and all rights corresponding thereto throughout the world.

**"Permitted Lien"**: as defined in Section 2.1.

**"Proceeds"**: with respect to each Grantor, any consideration received from the sale, exchange or other disposition of any asset or property which constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, without limitation, (a) all cash and negotiable Instruments received or held on behalf of the Administrative Agent pursuant to Section 5.3 and (b) any claim of such Grantor against a third party for (and the right to sue and recover for and the rights to dam-

ages or profits due or accrued arising out of or in connection with) any and all amounts from time to time paid or payable under or in connection with any of the Collateral.

**"Secured Parties"**: as defined in the first recital.

**"Select Liens"**: Liens permitted pursuant to Section 8.01 of the Credit Agreement other than Specified Liens and Liens permitted pursuant to Section 8.01(a) of the Credit Agreement.

**"Specified Liens"**: Liens permitted pursuant to Sections 8.01(b), (f), (h), (l), (q) and (r) of the Credit Agreement, which Liens do not, as of the date hereof, in the aggregate, secure obligations valued in excess of \$2,000,000.

**"Subject IP Collateral"**: as defined in clause (a) of Section 3.7.

**"Subsidiary"**: a Subsidiary incorporated or otherwise organized in the United States of America.

**"Trademark Collateral"**: with respect to each Grantor, its interests owned in the following, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature and designs (all of the foregoing items in this clause (a) being collectively called a "**Trademark**"), now existing in the United States or hereafter adopted or acquired in the United States, and all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademarks Office, including those referred to in Item A of **Schedule VI** attached hereto, and all renewals thereof;

(b) all Trademark licenses and other agreements providing each Grantor with the right to use any items of the type described in the preceding clause (a), including each Trademark license referred to in Item B of **Schedule VI** attached hereto, and all renewals thereof;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, the preceding clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in the preceding clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by each Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule VI attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

"Trade Secrets Collateral": with respect to each Grantor, its interests in the following, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person: all common law and statutory trade secrets and all other confidential or proprietary or useful information (to the extent such confidential, proprietary or useful information is protected by each Grantor against disclosure and is not readily ascertainable) and all know-how obtained by or used in or contemplated at any time for use in the business of each Grantor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, including each Trade Secret license referred to in Schedule VII attached hereto, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

1.2 Other Definitional Provisions. (a) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Security Interest.

2.1 Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due, whether at the stated maturity, by acceleration, upon one or more dates set for prepayment or otherwise of the Obligations (including the payment of all amounts that constitute part of the Obligations and would be owed by the Obligors to the Administrative Agent or the Secured Parties under the Loan Documents and any Swap Contracts but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any such Obligor), each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a first priority security interest in all of the following property now owned or at any time hereafter acquired by such Grantor, subject only to Liens permitted pursuant to Section 3.3 (collectively, with respect to each Grantor, the "Collateral"):

- (a) all Accounts Receivable;
- (b) all Contracts;
- (c) all General Intangibles;
- (d) all Inventory;
- (e) all Intellectual Property Collateral;
- (f) all books and records pertaining to the Collateral; and

(g) to the extent not otherwise included, all Proceeds, products, offspring, rents, issues, profits, returns and income of any and all of the foregoing.

Notwithstanding anything contained in this Agreement or any Loan Document to the contrary, "Collateral" shall not include any property of the type specified in Sections 2.1(b), (c) and (d) if the granting of a Lien by such Grantor hereunder would violate the terms of, or otherwise constitute a default under, any document or instrument to which any Grantor is a party (other than those documents or Instruments between or among any of the Grantors only) relating to the ownership of, or pertaining to any rights or interests held in, such property.

Such security interests are granted as security only and shall not subject any Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

2.2 Security Interest Absolute. All rights of the Administrative Agent and the security interests granted to the Administrative Agent hereunder, and all Obligations of the Grantors hereunder, shall be absolute and unconditional, irrespective of

(a) any lack of validity or enforceability of the Credit Agreement, any Note, any Letters of Credit, any Acceptances or any other Loan Document;

(b) the failure of any Secured Party:

(i) to assert any claim or demand or to enforce any right or remedy against Borrower, any other Obligor or any other Person under the provisions of the Credit Agreement, any Note, any Letters of Credit, any Acceptances, any other Loan Document or otherwise, or

(ii) to exercise any right or remedy against any guarantor of, or collateral securing, any Obligations,

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other extension, compromise or renewal of any Obligation;

(d) any reduction, limitation, impairment or termination of any Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and each Grantor hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Obligations or otherwise;

(e) any amendment to, rescission, waiver, or other modification of, or any consent to or departure from, any of the terms of the Credit Agreement, any Note, any Letters of Credit, any Acceptances or any other Loan Document;

(f) any addition, exchange, release, surrender or non-perfection of any collateral (including the Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Obligations; or

(g) any other circumstances which might otherwise constitute a defense available to, or a legal or equitable discharge of, Borrower, any other Obligor, any surety or any guarantor.

2.3 Postponement of Subrogation, etc. No Grantor will exercise any rights which it may acquire by reason of any payment made hereunder, whether by way of subrogation, reimbursement or otherwise, until the prior payment, in full and in cash, of all Obligations, the irrevocable termination of all Commitments, the termination or expiration of all Letters of Credit and the maturity of all Acceptances. Any amount paid to a Grantor on account of any payment made hereunder prior to the payment in full in cash of all Obligations, the termination or expiration of all Letters of Credit and the maturity of all Acceptances, shall be held in trust for the benefit of the Secured Parties and shall immediately be paid to the Secured Parties and credited and applied against the Obligations, whether matured or unmatured, in accordance with the terms of Section 7.3; provided, however, that if

(a) any Grantor has made payment to the Secured Parties of all or any part of the Obligations, and

(b) all Obligations have been paid in full in cash and all Commitments have been irrevocably terminated, the Letters of Credit are terminated or expired and the Acceptances are matured,

each Secured Party agrees that, at such Grantor's request and expense, the Secured Parties will execute and deliver to the applicable Grantor appropriate documents (without recourse and without representation or warranty) necessary to evidence the transfer by subrogation to such Grantor of an interest in the Obligations resulting from such payment by such Grantor. In furtherance

of the foregoing, for so long as any Obligations remain outstanding or Commitments remain outstanding, each Grantor shall refrain from taking any action or commencing any proceeding against Borrower or any other Obligor (or its successors or assigns, whether in connection with a bankruptcy proceeding or otherwise) to recover any amounts in respect of payments made under this Agreement to any Secured Party.

3. Representations and Warranties. Each Grantor hereby represents as follows:

3.1 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to this Agreement and any other Liens permitted to exist pursuant to the Credit Agreement, if any (the "Permitted Liens"), each Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No security agreement, financing statement or other public notice with respect to all or any part of such Collateral is on file or of record in any public office, except such as have been filed, pursuant to this Agreement, in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, or in respect of Permitted Liens.

3.2 Authority. Each Grantor has full power and authority to grant to the Administrative Agent the security interest in the Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained.

3.3 Enforceable Obligation; Perfected, First Priority Security Interests. This Agreement constitutes a legal, valid and binding obligation of each Grantor, enforceable against such Grantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally and except as enforceability may be limited by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and the security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified in Schedule I attached hereto shall constitute perfected security interests in the Collateral in favor of the Administrative Agent for the ratable benefit of the Secured Parties, and (b) are prior to all other Liens on the Collateral in existence on the date hereof, except for (i) any Specified Liens and (ii) any Select Liens.

3.4 Inventory. The Inventory owned by such Grantor is kept at the locations listed in Schedule II attached hereto, which shall be updated from time to time in accordance with Section 4.4, or at such other locations as shall be permitted by Section 3.4.

3.5 Chief Executive Office. As of the Closing Date, each Grantor's chief executive office and chief place of business is located at the location under its signature set forth below.

3.6 Intentionally Omitted.

3.7 Intellectual Property Collateral. With respect to any Material Intellectual Property Collateral maintained in the United States and any other market material to Borrower's and its Subsidiaries' businesses, each Grantor has kept such Material Intellectual Property Collateral registered with the applicable federal, state or foreign authority, as the case may be, with an appropriate notice of such registration and has taken all reasonable steps to maintain such Material Intellectual Property Collateral and any and all rights with respect thereto and has not abandoned, or permitted to become unenforceable, any Material Intellectual Property Collateral, in each case, except where the same could not reasonably be expected to have a Material Adverse Effect. No consent of any other Person is required in order for any Grantor to grant a first priority security interest in the Material Intellectual Property Collateral to the Administrative Agent pursuant to this Agreement.

4. Covenants. Each Grantor covenants and agrees with the Secured Parties that, from and after the date of this Agreement until (a) the payment in full in cash of all Obligations, (b) this Agreement is terminated and the security interests created hereby are released, (c) all Commitments are terminated, (d) the Letters of Credit are terminated or expired and (e) the Acceptances are matured, such Grantor will perform, comply with and be bound by the obligations set forth in this Section:

4.1 Delivery of Instruments and Chattel Paper. If an Event of Default shall have occurred and be continuing and if any amount payable under or in connection with any of the Collateral owned by such Grantor shall be or become evidenced by any promissory note, other instrument or Chattel Paper, upon the request of the Administrative Agent, such promissory note, instrument or Chattel Paper shall be immediately delivered to the Administrative Agent, duly endorsed in a manner reasonably satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

4.2 Maintenance of Insurance. Each Grantor shall maintain insurance policies in accordance with the requirements of Section 7.06 of the Credit Agreement. On the date hereof and throughout the term of this Agreement, Borrower shall provide the Administrative Agent with effective certificates of insurance with respect to each insurance policy maintained by Borrower and its Subsidiaries, which certificates shall name the Administrative Agent as "loss payee" or "additional insure", in accordance with customary practice for transactions of this type, in each case as reasonably satisfactory to the Administrative Agent and as customary for transactions of this type.

4.3 Maintenance of Perfected Security Interest; Further Documentation. (a) Each Grantor shall cause all filings and other actions listed in Schedule I attached hereto to be taken. Each Grantor shall maintain the security interests created by this Agreement as first, perfected security interests subject only to Liens permitted pursuant to Section 3.3, and shall defend such security interests against all claims and demands of all persons whomsoever (other than those pursuant to Liens permitted pursuant to Section 3.3).

(b) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of a Grantor, such Grantor shall promptly and duly execute and deliver



such further instruments and documents and take such further action as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the security interests created hereby and the taking of actions outside the United States to perfect the security interests in the Intellectual Property Collateral created hereby.

4.4 Changes in Locations, Name, etc. A Grantor shall not, except (x) upon ten (10) days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of a written supplement to Schedule II attached hereto showing the additional location or locations at which Inventory shall be kept, and (y) if filings under the Code or otherwise have been made which maintain in favor of the Administrative Agent a valid, legal and perfected security interest in the Collateral subject to no Liens, other than Liens permitted pursuant to Section 3.3,

(a) permit any of the Inventory to be kept at a location other than those listed in Schedule II hereto, except for Inventory (i) in transit between locations described in this paragraph (a), (ii) in transit as part of a delivery to a purchaser thereof or (iii) transferred to a Foreign Subsidiary in a transaction, in each case, as permitted by the Credit Agreement;

(b) change the location of its chief executive office and chief place of business from that specified in Section 3.5; or

(c) change its (i) corporate name or any trade name used to identify it in its conduct of business or in the ownership of its properties, (ii) identity or (iii) corporate structure to such an extent that any financing statement filed in favor of the Administrative Agent in connection with this Agreement would become seriously misleading.

4.5 Further Identification of Collateral. Each Grantor shall furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with such Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

4.6 Notices. A Grantor shall advise the Administrative Agent promptly in reasonable detail, at its address set forth pursuant to Section 11.02 of the Credit Agreement of:

(a) any Lien (other than security interests created hereby or Permitted Liens) on, any material portion of the Collateral; and

(b) the occurrence of any other event which could reasonably be expected to have a material adverse effect on the security interests created hereby or on the aggregate value of (i) the Collateral and (ii) all other Collateral (as such term is defined in the Pledge Agreement) of Borrower and its Subsidiaries taken as a whole.

4.7 Administrative Agent's Liabilities and Expenses; Indemnification. (a)

Notwithstanding anything to the contrary provided herein, the Administrative Agent assumes no liabilities with respect to any claims regarding each Grantor's ownership (or purported ownership) of, or rights or obligations (or purported rights or obligations) arising from, the Collateral or any use (or actual or alleged misuse) whether arising out of any past, current or future event, circumstance, act or omission or otherwise, or any claim, suit, loss, damage, expense or liability of any kind or nature arising out of or in connection with the Collateral or the production, marketing, delivery, sale or provision of goods or services under or in connection with any of the Collateral. All of such liabilities shall, as between the Administrative Agent and the Grantors, be borne exclusively by the Grantors.

(b) Each Grantor hereby agrees to pay all expenses of the Administrative Agent and to indemnify the Administrative Agent with respect to any and all losses, claims, damages, liabilities and related expenses in respect of this Agreement or the Collateral in each case to the extent Borrower is required to do so pursuant to Section 10.07 of the Credit Agreement.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the Pledge Agreement. Without prejudice to the survival of any other agreements contained herein, all indemnification and reimbursement obligations contained herein shall survive the payment in cash in full of the principal and interest under the Credit Agreement and the termination of the Commitments or this Agreement.

4.8 Use and Disposition of Collateral. A Grantor shall not (a) make or permit to be made an assignment, pledge or hypothecation of the Collateral, and shall grant no other security interest in such Collateral (other than (i) pursuant hereto or, (ii) any Permitted Liens) or (b) make or permit to be made any transfer of such Collateral, and shall remain at all times in possession thereof other than transfers to the Administrative Agent pursuant to the provisions hereof; notwithstanding the foregoing, such Grantor may use and dispose of such Collateral in any lawful manner not in violation of the provisions of this Agreement, the Credit Agreement or any other Loan Document, unless the Administrative Agent shall, after an Event of Default shall have occurred and during the continuance thereof, notify such Grantor not to sell, convey, lease, assign, transfer or otherwise dispose of any such Collateral other than Inventory in the ordinary course of business and other than any other transfers between the Grantors.

4.9 As to Intellectual Property Collateral. With respect to any Material Intellectual Property Collateral maintained in the United States and any other market material to Borrower's and its Subsidiaries' businesses, each Grantor covenants and agrees to keep such Material Intellectual Property Collateral registered with the applicable federal, state or foreign authority, as the case may be, with an appropriate notice of such registration and covenants and agrees to take all reasonable steps to maintain such Material Intellectual Property Collateral and any and all rights with respect thereto and will not abandon, or permit to become unenforceable, any Material Intellectual Property Collateral, in each case, except where the same could not reasonably be expected to have a Material Adverse Effect. If any Grantor shall own any Intellectual Property, such Grantor shall execute and deliver to the Administrative Agent any documents required to acknowledge or register or perfect the Administrative Agent's interest in any part of the Intellectual Property Collateral.

5. Provisions Relating to Accounts.

5.1 Grantors Remain Liable under Accounts. Anything herein to the contrary notwithstanding, a Grantor shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account. No Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Secured Party of any payment relating to such Account pursuant hereto, nor shall any Secured Party be obligated in any manner to perform any of the obligations of a Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.2 Analysis of Accounts. The Administrative Agent shall have the right upon the occurrence and during the continuance of an Event of Default to make test verifications of the Accounts in any manner and through any medium that it considers reasonably advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may reasonably require in connection with such test verifications. At any time and from time to time upon the occurrence and during the continuance of an Event of Default, upon the Administrative Agent's reasonable request and at the expense of each Grantor, each Grantor shall cause independent public accountants or others reasonably satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent in its own name or in the name of others may communicate with account debtors on the Accounts to verify with them to the Administrative Agent's reasonable satisfaction the existence, amount and terms of any Accounts.

5.3 Collections on Accounts. (a) The Administrative Agent hereby authorizes each Grantor to collect the Accounts, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, when collected by a Grantor during the continuance of such Event of Default, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of and on terms and conditions reasonably satisfactory to the Administrative Agent, subject to withdrawal by the Administrative Agent as provided in Section 7.3, and (ii) until so turned over, shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor.

(b) At the Administrative Agent's reasonable request after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Accounts, including, without limitation, all original orders, invoices and shipping receipts.

5.4 Representations and Warranties. As of the Closing Date, the place where each Grantor keeps its records concerning its Accounts is at the location listed in Schedule III attached hereto.

5.5 Covenants. (a) The amount represented by each Grantor to the Secured Parties from time to time as owing by each account debtor or by all account debtors in respect of the Accounts shall at such time be in all material respects the correct amount actually owing by such account debtor or debtors thereunder.

(b) Upon the occurrence and during the continuance of an Event of Default, a Grantor shall not grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof, or allow any credit or discount whatsoever thereon other than in the ordinary course of such Grantor's business, in each case if the Administrative Agent has instructed such Grantor not to do so.

(c) Unless a Grantor shall deliver ten (10) days' prior written notice identifying the change of location for its books and records, such Grantor shall not remove its books and records from the location specified in Section 5.4.

6. Provisions Relating to Contracts.

6.1 Grantors Remain Liable Under Contracts. Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each Contract to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions of such Contract. No Secured Party shall have any obligation or liability under any Contract by reason of or arising out of this Agreement or the receipt by any such Secured Party of any payment relating to such Contract pursuant hereto, nor shall any Secured Party be obligated in any manner to perform any of the obligations of a Grantor under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.2 Communication With Contracting Parties. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent in its own name or in the name of others may communicate with parties to the Contracts to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Contracts.

7. Remedies.

7.1 Notice to Account Debtors and Contract Parties. Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, a Grantor shall notify account debtors on the Accounts and parties to the Contracts that the Accounts and the Contracts have been assigned to the Administrative Agent for the ratable benefit of the Secured Parties and that payments in respect thereof during the continuance of such an Event of Default shall be made directly to the Administrative Agent.

7.2 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Secured Parties specified in Section 5.3 with respect to payments of Accounts, if an Event of Default shall occur and be continuing all Proceeds received by a Grantor consisting of cash, checks and other near-cash items shall upon the Administrative Agent's request be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor, and shall, upon the Administrative Agent's request (it being understood that the exercise of remedies by the Secured Parties in connection with an Event of Default under Sections 9.01 (f) or (g) of the Credit Agreement, shall be deemed to constitute a request by the Administrative Agent for the purposes of this sentence) forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required) and held by the Administrative Agent in a Collateral Account maintained under the sole dominion and control of the Administrative Agent and on terms and conditions reasonably satisfactory to the Administrative Agent. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Secured Parties) shall subject to Section 7.3 continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 7.3.

7.3 Application of Proceeds. If an Event of Default shall have occurred and be continuing, and the Administrative Agent shall have requested that a Grantor take any action set forth in Section 5.3(a) or 7.2 or the Administrative Agent shall have taken any action pursuant to Section 7.4, the Administrative Agent shall apply the proceeds as follows:

First, to the payment of the reasonable costs and expenses of the Administrative Agent as set forth in Sections 7.4 and 15;

Second, to the payment of all amounts of the Obligations owed to the Secured Parties constituting interest on the Credit Extensions made by them, pro rata as among the Secured Parties in accordance with the amount of such Obligations owed to them;

Third, ratably against Obligations consisting of unpaid and outstanding principal of the Revolving Loans, Obligations then due and owing under all outstanding Swap Contracts and Obligations consisting of unreimbursed and owing Special Facility Obligations and other similar obligations;

Fourth, to collateralize Obligations consisting of Special Facility Obligations and other similar obligations; and

Fifth, against any other remaining Obligations.

Then to the Applicable Guarantor or whoever is entitled thereto under applicable court direction.

The Administrative Agent may assume that no Obligations are outstanding with respect to Swap Contracts unless it has received written notice thereof in accordance with this Agreement prior to any such application by it, and if so notified may rely upon and deal with the Secured Party party to such Swap Contract as to Obligations thereunder.

7.4 Code Remedies. If an Event of Default shall have occurred and be continuing, the Administrative Agent, on behalf of the Secured Parties may exercise, in addition to all other rights and remedies granted to them under applicable law, in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code (whether or not, because of the jurisdiction of the Collateral, the Code applies to the applicable Collateral). Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon a Grantor or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give an option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Any Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of (to the extent permitted by law) any right or equity of redemption in a Grantor, which right or equity is hereby, to the extent permitted by law, waived or released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses incurred therein or incidental to the care or safekeeping of any of such Collateral or reasonably relating to such Collateral or the rights of the Administrative Agent and the Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in accordance with Section 7.3, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(l)(c) of the Code, need the Administrative Agent account for the surplus, if

any, to such Grantor. If any notice of a proposed sale or other disposition of such Collateral shall be required by law, such notice shall be in writing and deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, money or balances in accordance with this Agreement. Upon any sale of the Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

7.5 Waiver; Deficiency. Each Grantor waives and agrees not to assert any rights or privileges it may acquire under Section 9-112 of the Code. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the reasonable fees and disbursements of any attorneys employed by any Secured Party to collect such deficiency.

8. Administrative Agent's Appointment as Attorney-in-Fact; Administrative Agent's Performance of Grantors' Obligations.

8.1 Powers. Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, during the continuance of an Event of Default, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name from time to time in the Administrative Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, such Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do the following upon the occurrence and during the continuance of an Event of Default:

(a) in the name of such Grantor or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such money due under any Account, Instru-

ment, General Intangible or Contract or with respect to any other Collateral whenever payable;

(b) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral (other than Permitted Liens), to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof,

(c) to execute, in connection with any sale provided for in Section 7.4, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(d) (i) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (ii) to ask or demand for, collect, receive payment of and receipt for, any and all money, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (iii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (v) to defend any suit, action or proceeding brought against any Grantor with respect to any Collateral; (vi) to settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, to give such discharges or releases as the Administrative Agent may deem appropriate; and (vii) generally, to use, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do, at the Administrative Agent's option and at the expense of such Grantor, at any time, or from time to time, all acts and things which the Administrative Agent reasonably deems necessary to protect, preserve or realize upon such Collateral and the Administrative Agent's and the Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

8.2 Performance by Administrative Agent of Grantor's Obligations. If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation to do so, may perform or comply, or otherwise cause performance or compliance, with such agreement.

8.3 Grantor's Reimbursement Obligation. The expenses of the Administrative Agent reasonably incurred in connection with actions undertaken as provided in this Section 8, together with interest thereon at a rate per annum equal to the default rate of interest set forth in Section 2.10(c) of the Credit Agreement, from the date payment is demanded by the Administrative



Agent to the date reimbursed by such Grantor, shall be payable by Borrower to the Administrative Agent on demand.

8.4 Ratification; Power Coupled With an Interest. Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

9. Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. No Secured Party nor any of its respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of a Grantor or any other person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Secured Parties hereunder are solely to protect the Secured Parties' interests in the Collateral and shall not impose any duty upon any Secured Party to exercise any such powers. The Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct.

10. Execution of Financing Statements. Pursuant to Section 9-402 of the Code, each Grantor authorizes the Administrative Agent to file financing statements with respect to the Collateral without the signature of such Grantor in such form and in such filing offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

11. Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the other Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the other Secured Parties with full and valid authority so to act or refrain from acting.

12. Reinstatement. This Agreement shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Secured Party

upon the filing or commencement of any Insolvency Proceeding in respect of any Grantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, such Grantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

13. Notices. All notices, requests and demands to or upon the Secured Parties or the Grantors under this Agreement shall be given or made in accordance with Section 11.02 of the Credit Agreement and addressed as follows:

- (a) if to any Grantor other than Borrower, in care of Borrower in accordance with Section 11.02 of the Credit Agreement;
- (b) if to Borrower, in accordance with Section 11.02 of the Credit Agreement; and
- (c) if to any Secured Party, in accordance with Section 11.02 of the Credit Agreement.

14. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Credit Extensions, the execution and delivery to the Lenders of the Loan Documents, the issuance of any Letters of Credit and the creation of any Acceptances, regardless of any investigation made by the Secured Parties or on their behalf, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or Special Facility Obligation, or any fee or any other amount payable under or in respect of this Agreement or any other Loan Document is outstanding and unpaid and so long as the Commitments have not been terminated, all Letters of Credit have not terminated or expired and all Acceptances have not matured.

15. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15.

16. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of

any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Grantor or any Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or any Secured Party or its properties in the courts of any jurisdiction.

(b) Each Grantor and each Secured Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 13. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

17. Release. (a) Unless the Grantors and the Administrative Agent otherwise agree, this Agreement and the security interest created hereunder shall terminate when all Obligations have been fully and indefeasibly paid in full in cash, when the Secured Parties have no further Commitments under the Credit Agreement, the Letters of Credit are terminated or expired and the Acceptances are matured, at which time the Administrative Agent shall execute and deliver to each Grantor, or to such person or persons as such Grantor shall reasonably designate, all at such Grantor's sole expense, all Uniform Commercial Code termination statements and similar documents prepared by such Grantor which such Grantor shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 17(a) shall be without recourse to or warranty by the Administrative Agent.

(b) All Collateral used, sold, transferred or otherwise disposed of, in accordance with the terms of the Credit Agreement (including pursuant to a waiver or amendment of the terms thereof and including by virtue of the sale or other disposition of any Guarantor permitted by the Credit Agreement) shall be used, sold, transferred or otherwise disposed of free and clear of the Lien and the security interest created hereunder. In connection with the foregoing, (i) the Administrative Agent shall execute and deliver to each Grantor, or to such person or persons as such Grantor shall reasonably designate, all at such Grantor's sole expense, all Uniform Commercial Code termination statements and similar documents prepared by such Grantor which such Grantor shall reasonably request to evidence the release of the Lien and security interest created hereunder with respect to such Collat-

eral and (ii) any representation, warranty or covenant contained herein relating to such Collateral shall no longer be deemed to be made with respect to such used, sold, transferred or otherwise disposed Collateral.

18. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereunder shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

19. Amendments in Writing; No Waiver; Cumulative Remedies.

19.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantors and the Administrative Agent (on behalf of the Lenders or the Required Lenders, as the case may be).

19.2 No Waiver by Course of Conduct. No Secured Party shall by any act (except by a written instrument pursuant to Section 19.1) or delay be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which such Secured Party would otherwise have on any future occasion.

20. Remedies Cumulative. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

21. Section Headings. The section and Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

22. Successors and Assigns; This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of each Grantor and the Secured Parties and their successors and assigns; provided, however, that this Agreement may not be assigned by any Grantor without the prior written consent of the Administrative Agent.

23. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed,

administered and applied in accordance with the terms and provisions of the Credit Agreement.

24. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

25. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract.

26. Additional Grantors. Pursuant to the Credit Agreement, each Domestic Subsidiary that was not in existence or not a Domestic Subsidiary on the date thereof is required to enter into this Agreement as a Grantor upon becoming a Domestic Subsidiary. Upon execution and delivery, after the date hereof, by the Administrative Agent and such Domestic Subsidiary of an instrument in the form of Annex 1 attached hereto, such Domestic Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor hereunder. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Security Agreement to be duly executed and delivered as of the date first above written.

EVENFLO COMPANY, INC.

By: Richard W. Fruma  
Name:  
Title:

LISCO FEEDING, INC.

By: Paul D. Whiting  
Name:  
Title:

LISCO FURNITURE, INC.

By: Paul D. Whiting  
Name:  
Title:

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION, as  
Administrative Agent

By: Dietsch  
Name: DIETMAR SCHIEL  
Title: Vice President

Schedules:

Schedule I	Filings and Other Actions Required to Perfect Security Interests
Schedule II	Inventory and Equipment
Schedule III	Records of Accounts
Schedule IV	Copyrights and Mask Works
Schedule V	Patents
Schedule VI	Trademarks
Schedule VII	Trade Secrets

**SCHEDULE I  
TO THE SECURITY AGREEMENT**

**FILINGS AND OTHER ACTIONS  
REQUIRED TO PERFECT SECURITY INTERESTS**

**Uniform Commercial Code Filings**

Name of Grantor

Filing Jurisdictions

Evenflo Company, Inc.

Alabama Secretary of State  
Walker County, Alabama (Jasper)  
Ohio Secretary of State  
Miami County, Ohio (Piqua)  
Montgomery County, Ohio (Vandalia)  
Shelby County, Ohio (Sidney)  
Cherokee County, Georgia (Canton)  
Wisconsin Secretary of State  
Oconto County, Wisconsin (Suring)  
Shawano County, Wisconsin (Shawano)

Lisco Feeding, Inc.

Ohio Secretary of State  
Montgomery County, Ohio (Vandalia)

Lisco Furniture, Inc.

Ohio Secretary of State  
Montgomery County, Ohio (Vandalia)



**SCHEDULE II  
TO THE SECURITY AGREEMENT**

**INVENTORY AND EQUIPMENT LOCATIONS**

Name of Grantor

Location

Evenflo Company, Inc.

Tom Bevill Industrial Park  
3300 Industrial Drive  
Jasper, Alabama 35501

4501 Highway 78E  
Jasper, Alabama 35501

1801 Commerce Drive  
Piqua, Ohio 45356

501 Young Street  
Building C  
Piqua, Ohio 45356

1900 Covington Avenue  
Piqua, Ohio 45356

1 Aerovent Drive  
Piqua, Ohio 45356

707 Crossroads Court  
Vandalia, Ohio 45377

Campbell Avenue  
Sidney, Ohio 45356

1000 Evenflo Drive  
P.O. Box 709  
Canton, Georgia 30144

214 Nu-Line Street

Suring, Wisconsin 54174

307 South Krueger  
Suring, Wisconsin 54174

145 North Mill Street  
Suring, Wisconsin 54174

13305 Hayes Road  
Suring, Wisconsin 54174

924 East Main Street  
Suring, Wisconsin 54174

N6362 Arbulus Lane  
Shawano, Wisconsin 54186

Lisco Feeding, Inc.

707 Crossroads Court  
Vandalia, Ohio 45377

Lisco Furniture, Inc.

707 Crossroads Court  
Vandalia, Ohio 45377

**SCHEDULE III  
TO THE SECURITY AGREEMENT**

**RECORDS OF ACCOUNTS**

Name of Grantor

Location

Evenflo Company, Inc.

Northwoods Business Center II  
707 Crossroads Court  
Vandalia, Ohio 45377

Lisco Feeding, Inc.

Northwoods Business Center II  
707 Crossroads Court  
Vandalia, Ohio 45377

Lisco Furniture, Inc.

Northwoods Business Center II  
707 Crossroads Court  
Vandalia, Ohio 45377

**SCHEDULE IV  
TO THE SECURITY AGREEMENT**

Item A. Copyrights/Mask Works

Registered Copyrights/Mask Works

<u>Grantor</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Author(s)</u>	<u>Title</u>
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None

Copyright/Mask Work Pending Registration Applications

<u>Grantor</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
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None

Item B. Copyright/Mask Work Licenses

<u>Grantor</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Registration No.</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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None

**SCHEDULE V  
TO THE SECURITY AGREEMENT**

Item A. Patents

Item B. Patent Licenses

See Attached

**SCHEDULE VI  
TO THE SECURITY AGREEMENT**

Item A. Trademarks

Item B. Trademark Licenses

See Attached

**SCHEDULE VII  
TO THE SECURITY AGREEMENT**

Trade Secret or Know-How Licenses

<u>Grantor</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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None

**ANNEX 1 TO  
SECURITY AGREEMENT**

SUPPLEMENT NO. \_\_\_\_\_ dated as of \_\_\_\_\_, to the Security Agreement dated as of August 20, 1998 (the "Security Agreement"), among EVENFLO COMPANY, INC., a Delaware corporation ("Borrower"), each of the Subsidiaries (such term and each other capitalized term used but not defined herein having the meaning given it in the Security Agreement) and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION ("BofA"), as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties.

A. Reference is made to the Credit Agreement, dated as of August 20, 1998 (as it may be otherwise amended, amended and restated, supplemented or modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, the Lead Arranger, the Documentation Agent, and the Administrative Agent.

B. The Grantors have entered into the Security Agreement in order to induce the Lenders to make additional Credit Extensions and as consideration for Credit Extensions previously made pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Pursuant to the Credit Agreement, each Domestic Subsidiary that was not in existence or not a Domestic Subsidiary on the date thereof is required to enter into the Security Agreement as a Grantor upon becoming a Domestic Subsidiary. Section 26 of the Security Agreement provides that additional Domestic Subsidiaries may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned (the "New Grantor") is a Domestic Subsidiary of Borrower and is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Credit Extensions and as consideration for Credit Extensions previously made.

Accordingly, the Administrative Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 26 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of applicable bankruptcy, insolvency or similar laws effecting creditors' rights generally and equitable principles of general applicability.



SECTION 3. This Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. This Supplement shall become effective when the Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Administrative Agent.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, neither party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature, with a copy to Borrower.

IN WITNESS WHEREOF, the New Grantor and the Administrative Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR]

By: \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Attention: \_\_\_\_\_

BANK OF AMERICA NATIONAL SAVINGS AND  
TRUST ASSOCIATION, as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Attention: \_\_\_\_\_