

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kiddopotamus & Company	04/18/2008
RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6746735
Application Number:	11745818
Application Number:	11036476
Application Number:	11120033
CORRESPONDENCE DATA	
Fax Number:	(203)975-7180
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-353-6834
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Correspondent Name:	Edwards Angell Palmer & Dodge LLP
Address Line 1:	301 Tresser Boulevard
Address Line 2:	Paralegal Christina London
Address Line 4:	Stamford, CONNECTICUT 06901
ATTORNEY DOCKET NUMBER:	51442.0174 BOA
NAME OF SUBMITTER:	Christina London

CH \$160.00 6746735

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of April 18, 2008, is made between Kiddopotamus & Company, a Delaware corporation (the "Grantor"), and Bank of America, N.A., as Administrative Agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, certain affiliates Grantor and the Agent, among others, are parties to a Credit Agreement, dated as of April 10, 2008, as amended by that certain Joinder and Security Agreement of even date herewith pursuant to which Grantor became a party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Secured Parties party thereto;

WHEREAS, in connection with the Credit Agreement, certain affiliates of Grantor, have executed and delivered a Guaranty and Security Agreement, dated as of April 10, 2008, as amended by that certain Joinder and Security Agreement of even date herewith pursuant to which Grantor became a party thereto (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations and Guarantor Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for the benefit of the Secured Parties, and hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Patent Collateral");

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

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

(c) all of its patent licenses, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) 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, and for breach or enforcement of any patent license.

Notwithstanding the foregoing, "Patent Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Patent Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Guaranty and Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for the benefit of the Secured Parties under the Guaranty and Security Agreement. The Guaranty and Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

(The next page is the signature page.)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KIDDOPOTAMUS & COMPANY

By: Joseph Driscoll
Joseph Driscoll, CFO

BANK OF AMERICA, N.A.,
as Agent

By: _____
William J. Faidell, Vice President

STATE OF RHODE ISLAND
COUNTY OF WOONSOCKET

In Woonsocket on the 18 day of April, 2008, before me personally appeared Joseph Driscoll, the CFO of Kiddopotamus & Company, to me known and known by me to be the person executing the foregoing instrument and he acknowledged the foregoing by him executed to be his free act and deed in his said capacity and the free act and deed of said corporation.

Steven Steinbaum
Notary Public
My commission expires: 7/22/09
-seal-

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this ___ day of April, 2008 before me, the undersigned notary public, personally appeared William J. Faidell, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized Vice President of Bank of America, N.A.

Notary Public
My commission expires: _____
Print Notary Public's Name: _____
Qualified in the Commonwealth of Massachusetts
[Seal]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KIDDOPOTAMUS & COMPANY

By: _____
Joseph Driscoll, CFO

BANK OF AMERICA, N.A.,
as Agent

By: _____
Todd Mac Neill, Vice President

STATE OF RHODE ISLAND
COUNTY OF WOONSOCKET


In Woonsocket on the ___ day of April, 2008, before me personally appeared Joseph Driscoll, the CFO of Kiddopotamus & Company, to me known and known by me to be the person executing the foregoing instrument and he acknowledged the foregoing by him executed to be his free act and deed in his said capacity and the free act and deed of said corporation.

Notary Public
My commission expires:
-seal-

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 18th day of April, 2008 before me, the undersigned notary public, personally appeared William J. Faidell, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized Vice President of Bank of America, N.A.

 **KALENS HEROLD**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 25, 2013

Notary Public
My commission expires: 01/25/2013
Print Notary Public's Name: Kalens Herold
Qualified in the Commonwealth of Massachusetts
[Seal]

SCHEDULE I
to Patent Security Agreement

Item A. Patents

Title	Jurisdiction	Application No.	Filing Date	Registration No.	Date Issued	Owner
Placement Member	US	10/229,989	08/28/2002	6,746,735	06/08/2004	Kiddopotamus & Company
One-Piece Adjustable Seat Cover	US	60/746,727	05/08/2006			Kiddopotamus & Company
		11/745,818	05/08/2007			
Infant Changing Pad System	US	60/537,459	01/16/2004			Kiddopotamus & Company
		11/036,476	01/14/2005			
Adjustable Infant Head Support	US	11/120,033	05/02/2005			Kiddopotamus & Company

Item B. Patent Licenses. None.