

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5153135

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
SKIP HOP, INC.	09/21/2018

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMORGAN CHASE BANK, N.A.
<b>Street Address:</b>	P.O. BOX 6026
<b>Internal Address:</b>	IL1-1145/54/63
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60680-6026

**PROPERTY NUMBERS Total: 71**

Property Type	Number
Application Number:	14734406
Application Number:	15576578
Application Number:	29648538
Application Number:	29642779
Application Number:	29580077
Application Number:	29598886
Application Number:	15204406
Application Number:	15354771
Application Number:	29584854
Application Number:	15429855
Application Number:	29616837
Application Number:	29572713
Application Number:	15445210
Application Number:	29595526
Application Number:	15290419
Application Number:	29593359
Application Number:	29593363
Application Number:	29573316
Application Number:	29585383

PATENT

<b>Property Type</b>	<b>Number</b>
Application Number:	29591543
Application Number:	29587620
Application Number:	29600266
Application Number:	29588591
Application Number:	29584347
Application Number:	29584356
Application Number:	29593787
Application Number:	15646753
Application Number:	29598713
Application Number:	29599412
Application Number:	29597244
Application Number:	29597627
Application Number:	62554300
Application Number:	29616309
Application Number:	15713020
Application Number:	29616287
Application Number:	15695576
Application Number:	29616296
Application Number:	29636258
Application Number:	29608755
Application Number:	29611055
Application Number:	29609646
Application Number:	62531599
Application Number:	29611051
Application Number:	15641919
Application Number:	29609766
Application Number:	29611228
Application Number:	15872448
Application Number:	29633805
Application Number:	29625611
Application Number:	29625613
Application Number:	29632999
Application Number:	29635941
Application Number:	29635951
Application Number:	29636647
Application Number:	29625812
Application Number:	29628799
Application Number:	29645018

Property Type	Number
Application Number:	29647156
Application Number:	29645648
Application Number:	29648351
Application Number:	29654342
Application Number:	29649998
Application Number:	29650897
Application Number:	29656685
Application Number:	29657015
Application Number:	16041049
Application Number:	62690530
Application Number:	29661151
Application Number:	29661149
Application Number:	29660425
Application Number:	29660978

**CORRESPONDENCE DATA**

**Fax Number:** (800)914-4240

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

**Correspondent Name:** CT CORPORATION

**Address Line 1:** 4400 EASTON COMMONS WAY

**Address Line 2:** SUITE 125

**Address Line 4:** COLUMBUS, OHIO 43219

**NAME OF SUBMITTER:** ELAINE CARRERA

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 09/21/2018

**Total Attachments: 11**

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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Skip Hop, Inc.

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

**2. Name and address of receiving party(ies)**

Name: JPMorgan Chase Bank, N.A.

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

Street Address: P.O. Box 6026, IL1-1145/54/63

City: Chicago

State: Illinois

Country: USA Zip: 60680-6026

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) September 21, 2018

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

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

This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule I

B. Patent No.(s)

See Schedule I

Additional numbers attached?  Yes  No

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

Name: Elaine Carrera, Legal Assistant

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

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and patents involved:** 71

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

September 21, 2018

Date

Elaine Carrera  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## Patent Security Agreement

Patent Security Agreement, dated as of September 21, 2018, by SKIP HOP, INC., a New York corporation (the “Pledgor”) and acknowledged by the other Loan Parties in the signature pages hereto, in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

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

WHEREAS, the Pledgor is party to an Amended and Restated Security Agreement, dated September 16, 2015 (the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Patents of the Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds (other than Excluded Property) of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. When all the Secured Obligations (other than (i) contingent indemnification obligations and (ii) obligations and liabilities under Swap Contracts and Treasury Management Agreements not then due and payable) have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have expired or have been terminated or cash collateralized or with respect to which other arrangements reasonably satisfactory to the Administrative Agent and the L/C Issuer shall have been made in accordance with the provisions of the Credit Agreement, this Patent Security Agreement shall terminate. Upon the termination of the Patent Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**CARTER'S, INC.**

By:   
Name: Richard F. Westenberg  
Title: Chief Financial Officer

**THE WILLIAM CARTER COMPANY**

By:   
Name: Richard F. Westenberg  
Title: Chief Financial Officer

**OSHKOSH B'GOSH, INC.**

By:   
Name: Richard F. Westenberg  
Title: Chief Financial Officer

**CARTER'S RETAIL, INC.**

By:   
Name: Richard F. Westenberg  
Title: Chief Financial Officer

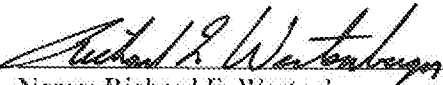
**CARTER'S GIFTCARD COMPANY, INC.**

By:   
Name: Richard F. Westenberg  
Title: Chief Financial Officer

**TWCC PRODUCT DEVELOPMENT AND SALES, INC.**

By:   
Name: Richard F. Westenberg  
Title: Chief Financial Officer

SKIP HOP, INC.

By:   
Name: Richard F. Westenberger  
Title: Treasurer

SKIP HOP HOLDINGS, INC.

By:   
Name: Richard F. Westenberger  
Title: Treasurer



Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: John Kushnerick  
Title: Executive Director

[Signature Page to Patent Security Agreement]

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Patent Registrations and Applications:**

Application Title	Application Status	Application Number	Reg. Number	Assignee
Bath Spout Cover	Granted	14/734,406	9,763,544	Skip Hop, Inc.
Baby Bouncer with Adjustable Height Mechanism	Published	15/576,578		Skip Hop, Inc.
Rattle	Pending	29/648,538		Skip Hop, Inc.
Playmat	Pending	29/642,779		Skip Hop, Inc.
Wipes Container	Granted	29/580,077	D812,926	Skip Hop, Inc.
Cup	Pending	29/598,886		Skip Hop, Inc.
Nursing Cover	Granted	15/204,406	10,010,119	Skip Hop, Inc.
Activity Gym	Published	15/354,771		Skip Hop, Inc.
Infant and Baby Activity Gym	Pending	29/584,854		Skip Hop, Inc.
Infant Activity Center	Published	15/429,855		Skip Hop, Inc.
Infant Activity Center	Pending	29/616,837		Skip Hop, Inc.
Hand Muff	Pending	29/572,713		Skip Hop, Inc.
Tub Receptacle and Bathing Sling	Published	15/445,210		Skip Hop, Inc.

Application Title	Application Status	Application Number	Reg. Number	Assignee
Bathtub	Pending	29/595,526		Skip Hop, Inc.
Combination Toy Projector and Nightlight	Published	15/290,419		Skip Hop, Inc.
Toy	Granted	29/593,359	D820,360	Skip Hop, Inc.
Toy	Granted	29/593,363	D819,146	Skip Hop, Inc.
Infant Mobile	Pending	29/573,316		Skip Hop, Inc.
Backpack	Pending	29/585,383		Skip Hop, Inc.
Messenger Bag	Granted	29/591,543	D817,635	Skip Hop, Inc.
Backpack	Pending	29/587,620		Skip Hop, Inc.
Children's Toy	Pending	29/600,266		Skip Hop, Inc.
Tote	Granted	29/588,591	D819,967	Skip Hop, Inc.
Device for Holding Bath Toys	Granted	29/584,347	D824,670	Skip Hop, Inc.
Device for Holding Bath Toys	Granted	29/584,356	D816,332	Skip Hop, Inc.
Stroller Liner	Pending	29/593,787		Skip Hop, Inc.
Foldable Arm	Pending	15/646,753		Skip Hop, Inc.
Tote	Granted	29/598,713	D824,666	Skip Hop, Inc.
Backpack	Pending	29/599,412		Skip Hop, Inc.

Application Title	Application Status	Application Number	Reg. Number	Assignee
Tote	Pending	29/597,244		Skip Hop, Inc.
Backpack	Pending	29/597,627		Skip Hop, Inc.
Activity Jumper	Pending	62/554,300		Skip Hop, Inc.
Activity Jumper	Pending	29/616,309		Skip Hop, Inc.
Activity Jumper	Pending	15/713,020		Skip Hop, Inc.
Changing Pad	Pending	29/616,287		Skip Hop, Inc.
Diaper Caddy	Pending	15/695,576		Skip Hop, Inc.
Diaper Caddy	Pending	29/616,296		Skip Hop, Inc.
Bath Toy	Pending	29/636,258		Skip Hop, Inc.
Infant Body Support	Pending	29/608,755		Skip Hop, Inc.
Backpack	Pending	29/611,055		Skip Hop, Inc.
Backpack	Pending	29/609,646		Skip Hop, Inc.
Bag	Pending	62/531,599		Skip Hop, Inc.
Bag	Pending	29/611,051		Skip Hop, Inc.
Children's Toy for Promoting Movement	Pending	15/641,919		Skip Hop, Inc.
Children's Toy	Pending	29/609,766		Skip Hop, Inc.

Application Title	Application Status	Application Number	Reg. Number	Assignee
Owl-shaped sound machine	Pending	29/611,228	D826,901	Skip Hop, Inc.
SYSTEM FOR DRYING ITEMS STORED IN A BAG	Pending	15/872,448		Skip Hop, Inc.
Bag	Pending	29/633,805		Skip Hop, Inc.
Sink Bather	Pending	29/625,611		Skip Hop, Inc.
Tub Stopper	Pending	29/625,613		Skip Hop, Inc.
Bath Tray	Pending	29/632,999		Skip Hop, Inc.
Car Seat Cover System	Pending	29/635,941		Skip Hop, Inc.
Car Seat Arm Pad	Pending	29/635,951		Skip Hop, Inc.
Car Seat Cover System	Pending	29/636,647		Skip Hop, Inc.
Backpack	Pending	29/625,812		Skip Hop, Inc.
Bag	Pending	29/628,799		Skip Hop, Inc.
Bag	Pending	29/645,018		Skip Hop, Inc.
Water Toy	Pending	29/647,156		Skip Hop, Inc.
Tox Xylophone	Pending	29/645,648		Skip Hop, Inc.
Rattle	Pending	29/648,351		Skip Hop, Inc.
Food Container	Pending	29/654,342		Skip Hop, Inc.

Application Title	Application Status	Application Number	Reg. Number	Assignee
Infant Activity Center	Pending	29/649,998		Skip Hop, Inc.
Musical Toy	Pending	29/650,897		Skip Hop, Inc.
Pacifier Holder	Pending	29/656,685		Skip Hop, Inc.
Teether	Pending	29/657,015		Skip Hop, Inc.
Teether	Pending	16/041,049		Skip Hop, Inc.
Bag, Bottle Bag, and Pouch	Pending	62/690,530		Skip Hop, Inc.
Bag	Pending	29/661,151		Skip Hop, Inc.
Backpack	Pending	29/661,149		Skip Hop, Inc.
Bag	Pending	29/660,425		Skip Hop, Inc.
Bag	Pending	29/660,978		Skip Hop, Inc.