

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490986

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Skip Hop, Inc.		09/21/2018	Corporation: NEW YORK
The William Carter Company		09/21/2018	Corporation: MASSACHUSETTS
OshKosh B'Gosh, Inc.		09/21/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	P.O. Box 6026
Internal Address:	IL1-1145/54/63
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60680-6026
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	5453636	MOBY
Registration Number:	5453638	MOBY
Registration Number:	5453639	MOBY
Registration Number:	5453640	MOBY
Registration Number:	5453641	MOBY
Registration Number:	5486582	MOBY
Registration Number:	5517788	JUST ONE YOU
Registration Number:	5449366	CARTER'S LITTLE BABY BASICS
Registration Number:	5434236	CARTER'S LITTLE BABY BASICS
Registration Number:	5536142	LITTLE EXTRAS
Registration Number:	5459553	SIMPLE JOYS
Registration Number:	5438781	SIMPLE JOYS
Registration Number:	5317725	SIMPLE JOYS
Registration Number:	5271808	LITTLE EXTRAS
Registration Number:	5237696	LITTLE EXTRAS
Registration Number:	4978665	SPEND THEM ON THE ONES YOU LOVE.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4875214	REWARDING MOMENTS
Registration Number:	4735039	STAY LITTLE WISH BIG
Registration Number:	4784476	CARTER'S BABIES AND KIDS
Registration Number:	4547383	LITTLE COLLECTIONS
Registration Number:	4822563	LITTLE GUY
Registration Number:	4565380	EVERY STEP
Registration Number:	4585203	JUST ONE YOU
Registration Number:	4692847	JUST ONE YOU
Registration Number:	4564986	JUST ONE YOU
Registration Number:	4569021	JUST ONE YOU
Registration Number:	4318992	COUNT ON CARTER'S
Registration Number:	4214942	JUST ONE YOU
Registration Number:	4280259	LITTLE OCCASIONS
Registration Number:	2984266	CHILD OF MINE
Registration Number:	3658068	C
Registration Number:	2857803	CHILD OF MINE
Registration Number:	4158203	PRECIOUS FIRSTS
Registration Number:	3958941	JUST ONE YOU
Registration Number:	3817676	PRECIOUS FIRSTS
Registration Number:	3955844	PRECIOUS FIRSTS
Registration Number:	3663967	10
Registration Number:	3554524	28
Registration Number:	3663968	01
Registration Number:	3561456	02
Registration Number:	2310187	IF THEY COULD JUST STAY LITTLE 'TIL THEI
Registration Number:	2088406	C
Registration Number:	1861582	CARTER'S
Registration Number:	5489591	B'GOSH
Registration Number:	5383772	O
Registration Number:	5035721	
Registration Number:	4890631	O
Registration Number:	4660521	MADE FOR FUN BUILT TO LAST
Registration Number:	4622156	OKBG
Registration Number:	4174775	OSHKOSH B'GOSH THE GENUINE ARTICLE
Registration Number:	3989528	BABY B'GOSH
Registration Number:	2995898	GENUINE KIDS
Registration Number:	2783307	GENUINE KIDS FROM OSHKOSH
Registration Number:	1984438	GENUINE KIDS

Property Type	Number	Word Mark
Registration Number:	1796444	B'GOSH
Registration Number:	1571030	THE GENUINE ARTICLE
Registration Number:	558416	VESTBAK
Registration Number:	511479	OSHKOSH
Registration Number:	584466	
Serial Number:	87761111	MOBY
Serial Number:	86519317	SHELFIE
Serial Number:	87581939	LITTLE CHARACTER SET

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 9
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RECORDATION FORM COVER SHEET TRADEMARKS 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):

- 1. Skip Hop, Inc.
- 2. The William Carter Company
- 3. OshKosh B'Gosh, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. NY; 2. MA; 3. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 21, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

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

City: Chicago

State: Illinois

Country: USA Zip: 60680-6026

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party 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 registrations involved:

62

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

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 document:

9

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

Trademark Security Agreement

Trademark Security Agreement, dated as of September 21, 2018, by SKIP HOP, INC., a New York corporation, The William Carter Company, a Massachusetts corporation and OshKosh B'Gosh, Inc., a Delaware corporation (individually, a "Pledgor" and, collectively, the "Pledgors") 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 Pledgors are 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 Pledgors are required to execute and deliver this Trademark 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 Pledgors hereby agree 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 Trademark Collateral. Each 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 such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds (other than Excluded Property) of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, the foregoing Pledged Collateral shall not include any intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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 Trademark Security Agreement shall terminate. Upon the termination of the Trademark Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

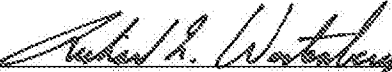
CARTER'S, INC.

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

THE WILLIAM CARTER COMPANY

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

OSHKOSH B'GOSH, INC.

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

CARTER'S RETAIL, INC.

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

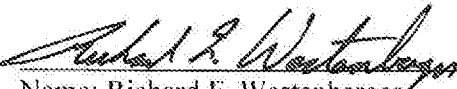
CARTER'S GIFTCARD COMPANY, INC.

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

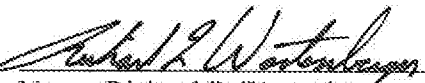
TWCC PRODUCT DEVELOPMENT AND SALES, INC.

By: 
Name: Richard F. Westenberger
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 Trademark Security Agreement]

TRADEMARK
REEL: 006442 FRAME: 0545

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Applications:

Owner	Trademark	Appl. No.	Reg. No.
Skip Hop, Inc.	MOBY	87761111	Pending
Skip Hop, Inc.	MOBY	87678964	5453636
Skip Hop, Inc.	MOBY	87678977	5453638
Skip Hop, Inc.	MOBY	87678991	5453639
Skip Hop, Inc.	MOBY	87679005	5453640
Skip Hop, Inc.	MOBY	87679011	5453641
Skip Hop, Inc.	MOBY	87679016	5486582
Skip Hop, Inc.	SHELFIE	86519317	Pending
The William Carter Company	LITTLE CHARACTER SET	87581939	Pending
The William Carter Company	JUST ONE YOU	87676881	5517788
The William Carter Company	CARTER'S LITTLE BABY BASICS	87213383	5449366
The William Carter Company	CARTER'S LITTLE BABY BASICS	87213393	5434236
The William Carter Company	LITTLE EXTRAS	86787936	5536142
The William Carter Company	SIMPLE JOYS	86950317	5459553
The William Carter Company	SIMPLE JOYS	86946735	5438781
The William Carter Company	SIMPLE JOYS	86876071	5317725
The William Carter Company	LITTLE EXTRAS	86787691	5271808
The William Carter Company	LITTLE EXTRAS	86787884	5237696
The William Carter Company	SPEND THEM ON THE ONES YOU LOVE.	86350307	4978665
The William Carter Company	REWARDING MOMENTS	86302846	4875214
The William Carter Company	STAY LITTLE WISH BIG	86405603	4735039
The William Carter Company	CARTER'S BABIES AND KIDS	86318831	4784476
The William Carter Company	LITTLE COLLECTIONS	86092215	4547383

Owner	Trademark	Appl. No.	Reg. No.
The William Carter Company	LITTLE GUY	85939190	4822563
The William Carter Company	EVERY STEP	85947575	4565380
The William Carter Company	JUST ONE YOU	85783026	4585203
The William Carter Company	JUST ONE YOU	85782925	4692847
The William Carter Company	JUST ONE YOU	85779429	4564986
The William Carter Company	JUST ONE YOU	85764268	4569021
The William Carter Company	COUNT ON CARTER'S	85713666	4318992
The William Carter Company	JUST ONE YOU	85329710	4214942
The William Carter Company	LITTLE OCCASIONS	85196727	4280259
The William Carter Company	CHILD OF MINE	78975656	2984266
The William Carter Company	C	78277972	3658068
The William Carter Company	CHILD OF MINE	78156541	2857803
The William Carter Company	PRECIOUS FIRSTS	77890892	4158203
The William Carter Company	JUST ONE YOU	77889822	3958941
The William Carter Company	PRECIOUS FIRSTS	77880965	3817676
The William Carter Company	PRECIOUS FIRSTS	77981437	3955844
The William Carter Company	10	76626335	3663967
The William Carter Company	28	76627163	3554524
The William Carter Company	01	76627166	3663968
The William Carter Company	02	76626266	3561456
The William Carter Company	IF THEY COULD JUST STAY LITTLE 'TIL THEIR CARTER'S WEAR OUT	75248473	2310187
The William Carter Company	C	75091771	2088406
The William Carter Company	CARTER'S	74453944	1861582
OshKosh B'Gosh, Inc.	B'GOSH	87431860	5489591
OshKosh B'Gosh, Inc.	O	87288565	5383772
OshKosh B'Gosh, Inc.	DESIGN ONLY	86885229	5035721
OshKosh B'Gosh, Inc.	O	86977888	4890631

Owner	Trademark	Appl. No.	Reg. No.
OshKosh B'Gosh, Inc.	MADE FOR FUN BUILT TO LAST	86011849	4660521
OshKosh B'Gosh, Inc.	OKBG	86011765	4622156
OshKosh B'Gosh, Inc.	OSHKOSH B'GOSH THE GENUINE ARTICLE	85469297	4174775
OshKosh B'Gosh, Inc.	BABY B'GOSH	85178050	3989528
OshKosh B'Gosh, Inc.	GENUINE KIDS	78313971	2995898
OshKosh B'Gosh, Inc.	GENUINE KIDS FROM OSHKOSH	78144916	2783307
OshKosh B'Gosh, Inc.	GENUINE KIDS	74435196	1984438
OshKosh B'Gosh, Inc.	B'GOSH	74348511	1796444
OshKosh B'Gosh, Inc.	THE GENUINE ARTICLE	73780904	1571030
OshKosh B'Gosh, Inc.	VESTBAK	71558922	0558416
OshKosh B'Gosh, Inc.	OSHKOSH	71558917	0511479
OshKosh B'Gosh, Inc.	DESIGN ONLY	71558915	0584466