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EVENFLO US TRADEMARK REGISTRATIONS

Ctry	Docket No.	Mark Name	Curr Reg No	Curr Reg D	Status
USA	000196	C-THRU	802335	01/18/1966	G
USA	000231	DURA LAM	694239	03/08/1960	G
USA	000258	EVENFLO	322650	03/12/1935	G
USA	000262	EVENFLO	587172	03/23/1954	G
USA	000274	EVENFLO	680902	06/23/1959	G
USA	000276	EVENFLO	684315	09/01/1959	G
USA	000277	EVENFLO	684384	09/01/1959	G
USA	000280	EVENFLO	688780	11/24/1959	G
USA	000281	EVENFLO	690125	12/22/1959	G
USA	000282	EVENFLO	706355	10/25/1960	G
USA	000283	EVENFLO	716212	05/30/1961	G
USA	000383	FIRM-O-FLEX	1177294	11/10/1981	G
USA	000386	FITZ ALL TRAVEL SEAT	810591	06/28/1966	G

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Country	Docket No.	Mark Name	Curr Reg No	Curr Reg D	Status
USA	000389	FORMAT	701812	07/26/1960	G
USA	000408	INFANSEAT	758434	10/15/1963	G
USA	000438	JOHNNY JUMP UP	549808	10/23/1951	G
USA	000477	LULLABYE	689492	12/08/1959	G
USA	000501	PROP-A-SEAT	673517	02/03/1959	G
USA	000514	POSTURIZED	733100	06/19/1962	G
USA	000669	SURE GRIP	1616279	10/01/1990	G
USA	000670	SURE SEAL	796811	09/28/1965	G
USA	000859	DESIGN OF BABY BOTTLE	780470	11/17/1964	G
USA	000890	DESIGN OF BABY CARRIER	789804	05/18/1965	G
USA	000898	EVENFLO	706627	11/01/1960	G
USA	000899	EVENFLO	756407	09/10/1963	G
USA	000965	REP OF BABY BOTTLE - SIX SIDED	727833	02/20/1962	G

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USA	001525	EVENFLO	1025687	11/25/1975	G
USA	001897	TWO-TIMER	1103069	09/26/1978	G
USA	001903	VITPA-VENTJ	1177283	11/10/1981	G
USA	001905	NAP TIME	1171303	09/29/1981	G
USA	002153	TWO-TIMER SUPREME	1102163	09/12/1978	G
USA	002231	NATURAL MOTHER	1124450	08/28/1979	G
USA	002723	HOUDINI	1518933	01/03/1989	G
USA	003201	SIDEWINDER	1241204	06/07/1983	G
USA	003386	MAXI-MITE	1179211	11/24/1981	G
USA	003538	MAXI-ROCKER	1182155	12/15/1981	G
USA	003548	THE ONE STEP	1181026	12/08/1981	G
USA	003552	EVENFLO	1188705	02/02/1982	G
USA	003554	THE PACERS	1420907	12/16/1986	G

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USA	003555	MAXI-TOTE	1195221	05/11/1982	G
USA	003562	EVENFLO	1194171	04/27/1982	G
USA	003758	EVENFLO	1193257	04/06/1982	G
USA	003769	SOFT MAXI (DESIGN)	1187691	01/26/1982	G
USA	003772	MAXI TAXI (DESIGN)	1320564	02/19/1985	G
USA	003988	EVENFLO	1233606	04/05/1983	G
USA	003989	MAXI (STYLIZED)	1215867	11/09/1982	G
USA	004116	ONE STEP	1290902	08/21/1984	G
USA	004197	CHAMPION	1194356	04/27/1982	G
USA	004210	SAFE PASSAGE	1330126	04/09/1985	G
USA	004215	SOFT TOUCH	1292314	08/28/1984	G
USA	004358	EVENFLO	1446278	07/07/1987	G
USA	004562	INFINITE INNERSPRING	1404980	08/12/1986	G

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USA	004872	DESIGN OF BOTTLE	1528057	03/07/1989	G
USA	005019	SOFT TOUCH ULTRA	1485174	04/19/1988	G
USA	005159	ULTARA I	1560760	10/17/1989	G
USA	005248	ULTARA II	1560759	10/17/1989	G
USA	005487	HAPPY CAMPER	1585712	03/06/1990	G
USA	005489	PERFECT POTTY	1583698	02/20/1990	G
USA	005585	TRAVEL TANDEM	1602142	06/19/1990	G
USA	005627	SNACK 'N PLAY	1605603	07/10/1990	G
USA	005912	QUACKERS	1693263	06/09/1992	G
USA	005985	COMPANION	1751901	02/09/1993	G
USA	005986	CHAPERON	1765266	04/13/1993	G
USA	005988	COLLEAGUE	1746413	01/12/1993	G
USA	006037	ULTARA V	1758212	03/16/1993	G

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USA	006045	CHAIR & STAIR	1818618	01/25/1994	G
USA	006177	HAPPY DAYS	1782126	07/13/1993	G
USA	006365	WINGS	1730945	11/10/1992	G
USA	006403	MADE IN USA (LOGO)	1759918	03/23/1993	G
USA	006421	KEEP AWAY	1733093	11/17/1992	G
USA	006519	EVENFLO (STYLIZED)	2066490	06/03/1997	G
USA	006529	MADE IN USA (LOGO)	1871210	01/03/1995	G
USA	006538	BRIGHT N. SUNNY	1904317	07/11/1995	G
USA	006539	ME & EWE	1907228	07/25/1995	G
USA	006540	RUFFLES 'N BOWS	1919506	09/19/1995	G
USA	006541	TUMBLETOES	1927587	10/17/1995	G
USA	006550	RIGHT HEIGHT	1823755	02/22/1994	G
USA	006558	HAPPY CAMPER DELUXE	1777905	06/22/1993	G

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USA	006559	DURAEDEGE	1851498	08/30/1994	G
USA	006575	LUXURY FOAM	1777906	06/22/1993	G
USA	006576	LUXURY FOAM SUPREME	1814951	01/04/1994	G
USA	006601	EVEN FLOW	1806098	11/23/1993	G
USA	006605	FLOPPY	1929465	10/24/1995	G
USA	006616	KIDDIE CAMPER	1842390	06/28/1994	G
USA	006622	PRINCESS BED	1815431	01/04/1994	G
USA	006626	FOR PARENTS WHO DEMAND THE VERY BEST	1807584	11/30/1993	G
USA	006627	PRESTIGE	1859726	10/25/1994	G
USA	006677	EVENFLO (STYLIZED)	2086968	08/12/1997	G
USA	006678	EVENFLO (STYLIZED)	2023725	12/17/1996	G
USA	006725	HONEYBUNCH	1907229	07/25/1995	G
USA	006729	CRIB N' TODDLER	1812179	12/21/1993	G

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Ctry	Docket No.	Mark Name	Curr Reg No	Curr Reg D	Status
USA	006802	ADJUST-A-SHIELD	1899781	06/13/1995	G
USA	006803	EXERSAUCER	1902207	06/27/1995	G
USA	006808	CELEBRITY	1887940	04/04/1995	G
USA	006810	LEADING THE WAY IN NEW BABY PRODUCTS	1911438	08/15/1995	G
USA	006811	SUPER STURDY	1855788	09/27/1994	G
USA	006812	DESIGN OF A FAMILY STANDING ON A BED	1862530	11/15/1994	G
USA	006828	ON MY WAY	1889249	04/11/1995	G
USA	006830	SPORTCARRIER	1907858	07/25/1995	G
USA	006832	GREAT ADVENTURES	1932101	10/31/1995	G
USA	006834	MEALTIME BASICS	2022452	12/10/1996	G
USA	006843	GRAND TOUR	1885590	03/21/1995	G
USA	006845	TROOPER	1899780	06/13/1995	G
USA	006907	SURE & EASY FIT	1904997	07/11/1995	G

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Ctry	Docket No.	Mark Name	Curr Reg No	Curr Reg D	Status
USA	006946	HIKE 'N ROLL	19222015	09/26/1995	G
USA	006950	LEADING THE WAY IN NEW BABY PRODUCTS	1913211	08/22/1995	G
USA	006951	LEADING THE WAY IN NEW BABY PRODUCTS	1929887	10/24/1995	G
USA	006952	SNACK & PLAY II	1985006	07/09/1996	G
USA	006998	THE WALKER ALTERNATIVE	2003763	09/24/1996	G
USA	007161	BRIGHT N. SUNNY	1907393	07/25/1995	G
USA	007162	BRIGHT N. SUNNY	1905732	07/18/1995	G
USA	007163	BRIGHT N. SUNNY	1904549	07/11/1995	G
USA	007166	FLOPPY	1923837	10/03/1995	G
USA	007167	HONEYBUNCH	1907394	07/25/1995	G
USA	007168	HONEYBUNCH	1916569	09/05/1995	G
USA	007169	HONEYBUNCH	1919939	09/19/1995	G
USA	007170	ME & EWE	1907395	07/25/1995	G

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USA	007171	ME & EWE	1918065	09/12/1995	G
USA	007172	ME & EWE	1908666	08/01/1995	G
USA	007173	RUFFLES 'N BOWS	1919802	09/19/1995	G
USA	007174	RUFFLES 'N BOWS	1916571	09/05/1995	G
USA	007175	RUFFLES 'N BOWS	1915188	08/29/1995	G
USA	007176	TUMBLETOES	1914982	08/29/1995	G
USA	007177	TUMBLETOES	1954284	02/06/1996	G
USA	007178	TUMBLETOES	1915187	08/29/1995	G
USA	007185	HAPPY CABANA	1970600	04/23/1996	G
USA	007213	EXERSAUCER JR.	2003588	09/24/1996	G
USA	007218	EXPRESS & CHILL	2014430	11/05/1996	G
USA	007220	BELT-TRAC	2077858	07/08/1997	G
USA	007245	PHASES	2022515	12/10/1996	G

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USA	007275	ULTARA I DELUXE	2070303	06/10/1997	G
USA	007297	SOFTSQUEEZE	1982591	06/25/1996	G
USA	007328	A FRIEND OF THE FAMILY	1994907	08/20/1996	G
USA	007329	A FRIEND OF THE FAMILY	2018754	11/26/1996	G
USA	007330	A FRIEND OF THE FAMILY	2029590	01/14/1997	G
USA	007331	A FRIEND OF THE FAMILY	1963310	03/19/1996	G
USA	007332	A FRIEND OF THE FAMILY	1965489	04/02/1996	G
USA	007333	A FRIEND OF THE FAMILY	1955157	02/06/1996	G
USA	007334	A FRIEND OF THE FAMILY	1955156	02/06/1996	G
USA	007335	A FRIEND OF THE FAMILY	2056633	04/29/1997	G
USA	007437	EXERSAUCER TOY	2008771	10/15/1996	G
USA	007500	HAPPY CAMPER BASSINET	2109681	10/28/1997	G
USA	007513	ON MY WAY TRAVEL SYSTEM	2080173	07/15/1997	G

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USA	007520	JOY RIDE	2015677	11/12/1996	G
USA	007566	LITTLE TREASURE	2125494	12/30/1997	G
USA	007568	ABOUT FACE	2116313	11/25/1997	G
USA	007672	THE BEST WAY TO TRAVEL WITHOUT WAKING OR DISTURBING BABY	2118584	12/02/1997	G
USA	007674	MEDALLION	2123671	12/23/1997	G
USA	007677	EXERSAUCCER DELUXE PLUS	2107411	10/21/1997	G
USA	007701	SUPER-25	2125493	12/30/1997	G
USA	007713	EXERSAUCCER PLUS	2107405	10/21/1997	G
USA	007723	THE FAVORITE ALTERNATIVE TO WALKERS	2118016	12/02/1997	G
USA	007729	DESIGN OF BEAR (WITH UMBRELLA)	2128709	01/13/1998	G
USA	007731	DESIGN OF BEAR (WITH SUN & TREE)	2121916	12/16/1997	G
USA	007733	DESIGN OF BEAR (WITH HAT & BLANKET)	2121591	12/16/1997	G
USA	007739	ALL AROUND TOWN WITHOUT WAKING OR DISTURBING BABY	2123673	12/23/1997	G

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USA	007751	JOY RIDE TRAVEL SYSTEM	2125495	12/30/1997	G
USA	007782	EXERSAUCCER BABY	2107396	10/21/1997	G
USA	007788	ADVANCED CONCEPT	2123672	12/23/1997	G
USA	007790	BEST FIT FOR INFANTS AND TODDLERS	2157870	05/12/1998	G
USA	007856	DESIGN OF BEAR (WITH WHEELED PLAYYARD)	2121917	12/16/1997	G
USA	007859	MEDALLION (STYLIZED)	2124048	12/23/1997	G
USA	008437	GERRY	1456216	09/08/1987	G
USA	008438	GERRY	1185675	01/12/1982	G
USA	008439	CUDDLIER	1745212	01/05/1993	G
USA	008440	ESCORT	1745211	01/05/1993	G
USA	008441	ADJUST-A-HEIGHT	1721216	09/29/1992	G
USA	008442	EASY RISER	1971875	04/30/1996	G
USA	008443	GERRY	1781025	07/13/1993	G

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USA	008444	DOUBLE GUARD	1623544	11/20/1990	G
USA	008445	LOOK 'N LISTEN	1755054	03/02/1993	G
USA	008446	REST ASSURED	1944608	12/26/1995	G
USA	008447	SNUGLI	1463743	11/03/1987	G
USA	008448	GERRY 4 SURE	1261755	12/20/1983	G
USA	008449	SNUGLI	1609081	08/07/1990	G
USA	008450	SNUGLI	1226775	02/08/1983	G
USA	008451	SNUGLI	1221778	12/28/1982	G
USA	008452	SNUGLI	1224364	01/18/1983	G
USA	008453	GERRY	813351	08/23/1966	G
USA	008454	GERRY CUDDLEPACK	1204558	08/10/1982	G
USA	008455	GERRY-GO-ROUND	1249776	08/30/1983	G
USA	008456	GERRY CUDDLER	1201133	07/13/1982	G

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Ctry	Docket No.	Mark Name	Curr Reg No	Curr Reg D	Status
USA	008457	SNUGLI	1463562	11/03/1987	G
USA	008460	GERRY & DESIGN	2067306	06/03/1997	G
USA	008462	SNUGLI	1062765	04/05/1977	G
USA	008465	ADJUST-A-BELT	2102051	09/30/1997	G
USA	008641	BELTRIGHT	2003671	09/24/1996	G
USA	008642	CARESS	1731118	11/10/1992	G
USA	008643	DOLLY SNUGLI	1204660	08/10/1982	G
USA	008644	EVOLUTION	2003672	09/24/1996	G
USA	008645	GERRY BEAR 3	1154972	05/19/1981	G
USA	008646	GERRY GERRY & DESIGN OF BEAR	1154971	05/19/1981	G
USA	008647	SNUGGLE UP	1294506	09/11/1984	G
USA	008648	SOFTGATE	2000374	09/10/1996	G
USA	008649	TWO YEARS	1606990	07/17/1990	G

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Ctry	Docket No.	Mark Name
USA	008735	LEGACY

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1624864

Curr Reg D	Status
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EVENFLO US PENDING TRADEMARK APPLICATIONS

Ctry	Docket No.	Mark Name	Curr App No	Cur App Dt	Status
USA	006520	EVENFLO (LOWER CASE)	75/ 510358	06/29/1998	F
USA	007502	COMFORT GRIP	514995	07/06/1998	F
USA	007517	FRESH AIR GEAR (BLOCK)	434946	02/17/1998	F
USA	007523	FRESH AIR GEAR (STYLIZED)	434937	02/17/1998	F
USA	007564	DESIGN OF 2 BEARS	521310	07/06/1998	F
USA	007670	FIRST CHOICE	346312	08/25/1997	F
USA	007727	ROLL & GO	285515	05/02/1997	F
USA	007749	WITH EXCLUSIVE ADJUST-A-SHIELD & DESIGN	285258	05/15/1997	F
USA	007792	RIGHTFIT	152863	08/19/1996	F
USA	007794	RIGHT FIT EVERYTIME	152864	08/19/1996	F
USA	007812	ON MY WAY	213237	12/13/1996	F
USA	007821	HAPPY CABANA WITH BASSINET	285521	05/02/1997	F
USA	007824	TEACH ME TOYS	212177	12/13/1996	F

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USA	007826	BERRY FRUITY	213029	12/13/1996	F
USA	007828	RAINSTICK	213028	12/13/1996	F
USA	007830	KEY TO MY HEART	212897	12/13/1996	F
USA	007831	ANCHORS AWAY	212899	12/13/1996	F
USA	007832	RISE AND SHINE	212898	12/13/1996	F
USA	007833	HAPPY CHARMS	212175	12/13/1996	F
USA	007834	BOWL O' FUN	212176	12/13/1996	F
USA	007837	FEED & FUN	213030	12/13/1996	F
USA	007838	EZ-CLEAN NO-SPILL	212178	12/13/1996	F
USA	007861	DESIGN OF TWO BEARS	514999	07/06/1998	F
USA	007862	DESIGN OF TWO BEARS	514998	07/06/1998	F
USA	007863	DESIGN OF TWO BEARS	514997	07/06/1998	F
USA	007864	DESIGN OF TWO BEARS	514996	07/06/1998	F

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USA	007904	ULTRA VENT	213038	12/13/1996	F
USA	008186	EX-3	285262	05/15/1997	F
USA	008188	AEROSAUCER	285261	05/02/1997	F
USA	008190	SUPERSAUCER	346397	08/25/1997	F
USA	008192	STOW AWAY	285265	05/02/1997	F
USA	008194	TRI-BUCKLE	346315	08/25/1997	F
USA	008218	MEDALLION I	285264	05/15/1997	F
USA	008222	MEDALLION V	470567	04/20/1998	F
USA	008227	BABY SUPREME	346317	08/25/1997	F
USA	008228	MICROHALLT	346316	08/25/1997	F
USA	008233	HORIZON	346314	08/25/1997	F
USA	008321	AMUSE & CRUISE	434978	02/17/1998	F
USA	008464	GROWING ROOM	156968	08/28/1996	F

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USA	008469	AUTO-SNUG	75/ 470566	04/20/1998	F
USA	008471	QUICK ADJUSTER	470821	04/20/1998	F
USA	008480	STABILIZATION TETHER	471405	04/20/1998	F
USA	008495	HORIZON V	346313	08/25/1997	F
USA	008499	BABY PREMIER	346283	08/25/1997	F
USA	008504	PACESETTER	470529	04/20/1998	F
USA	008505	DIAPER HIKER	470570	04/20/1998	F
USA	008506	COMFORT SUPREME	470617	04/20/1998	F
USA	008507	DISCOVERY	346311	08/25/1997	F
USA	008508	BABY IMPERIAL	470619	04/20/1998	F
USA	008513	MUSIC & SOUNDS	470527	04/20/1998	F
USA	008514	SUPERIOR SOUND	470528	04/20/1998	F
USA	008535	BABY ELITE	470765	04/20/1998	F

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USA	008536	BABY CONTENTMENT	470766	04/20/1998	F
USA	008541	DISCOVERY TRAVEL SYSTEM	470622	04/20/1998	F
USA	008543	SUPER ABSORBENT THINS	470768	04/20/1998	F
USA	008545	DOUBLE MOTION	510361	06/29/1998	F
USA	008550	DOUBLE COMFORT	518035	07/13/1998	F
USA	008558	FRESH AIR GEAR (BLOCK FORM)	434975	02/17/1998	F
USA	008559	BABY LUXURY	470569	04/20/1998	F
USA	008560	FRESH AIR GEAR (BLOCK FORM)	435204	02/17/1998	F
USA	008561	FRESH AIR GEAR (STYLIZED)	435203	02/17/1998	F
USA	008562	PLAYCRIB	470526	04/20/1998	F
USA	008563	FRESH AIR GEAR (STYLIZED)	434936	02/17/1998	F
USA	008581	PHASES PLAYTOP	470530	04/20/1998	F
USA	008583	TRENDSSETTER	510356	06/29/1998	F

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USA	008585	TRENDSETTER TRAVEL SYSTEM	510357	06/29/1998	F
USA	008587	QUICK CHANGE	470618	04/20/1998	F
USA	008603	AEROSAUCER AND DESIGN	470767	04/20/1998	F
USA	008614	SLEEPYTIME	470822	04/20/1998	F
USA	008619	A BETTER ANGLE	510355	06/29/1998	F
USA	008626	EASY-LOK	470568	04/20/1998	F
USA	008668	CONSTANT SECURITY, ULTIMATE CONVENIENCE	470621	04/20/1998	F
USA	008753	TRENDSETTER LITE	470565	04/20/1998	F
USA	008754	SPORTCARRIER GIFT SET	470769	04/20/1998	F
USA	008782	ULTARA	510548	06/29/1998	F
USA	008785	COMFORT SUPREME	518034	07/13/1998	F
USA	008786	DOUBLE TAKE	518031	07/13/1998	F
USA	008788	KIDDIE CRUISER	518028	07/13/1998	F

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USA	008791	TRAIL TECH	518030	07/13/1998	F
USA	008793	BALLOON SPOON	510360	06/29/1998	F
USA	008794	CHEWY PALS	510359	06/29/1998	F
USA	008795	SWEET DREAMS	510539	06/29/1998	F
USA	008796	TEETHER CHARMS	510547	06/29/1998	F
USA	008797	TOUCH YOUR TOES	510549	06/29/1998	F
USA	008798	PLUSH CHEWY	509799	06/29/1998	F
USA	008799	SEE & DO	509775	06/29/1998	F

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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 Obligor 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.

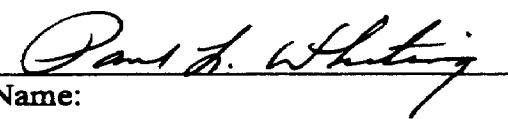
[SIGNATURE PAGE FOLLOWS]

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

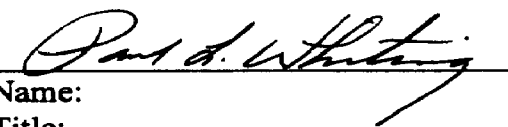
EVENFLO COMPANY, INC.

By: 
Name:
Title:

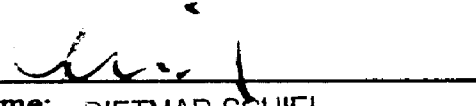
LISCO FEEDING, INC.

By: 
Name:
Title:

LISCO FURNITURE, INC.

By: 
Name:
Title:

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

By: 
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

<u>Name of Grantor</u>	<u>Location</u>
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

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: _____