

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
First Quality Retail Services, LLC		04/18/2008	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association:

**PROPERTY NUMBERS Total: 47**

Property Type	Number	Word Mark
Registration Number:	2508481	FLEXI-WINGS
Registration Number:	2091046	ULTRA FITS
Registration Number:	1444799	DRY 'N CLEAN
Registration Number:	2016080	NITETIME
Registration Number:	1867961	OMNI-ODOR-GUARD
Registration Number:	2691675	COMFORT DAYS
Registration Number:	2744352	SLEEP OVERS
Registration Number:	2637468	PURE COMFORT
Registration Number:	2770377	SLEEP PANTS
Registration Number:	2933973	FEEL THE REAL DIFFERENCE
Registration Number:	2865115	RUNAROUNDS
Registration Number:	2946658	OPTIONS
Registration Number:	2929678	SURECHOICE

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Registration Number:	2921568	SUREDRIY
Registration Number:	2963534	CRADLERS
Registration Number:	2945128	SOFT-FIT
Registration Number:	2881831	TRUE COMFORT COMES FROM TRUE CHOICE
Registration Number:	3202796	FLEX-FIT
Registration Number:	3195135	TEACH AND CHANGE
Registration Number:	1489849	DIMENSION
Registration Number:	1940176	DRI SILK
Registration Number:	2157862	DRY BLUE QUILTING
Registration Number:	2562006	FRESH TIMES
Registration Number:	2110007	HAPPIES
Registration Number:	2104440	RAPID-DRY
Registration Number:	1871805	SILENT WEAVE
Registration Number:	1477404	SURETYS
Registration Number:	2170056	TENDER TOUCH
Registration Number:	1483387	VELSOFT
Serial Number:	78309558	UNDIE-FIT
Serial Number:	78622050	KNOW & GO
Serial Number:	78622064	TRAIN & GO
Serial Number:	78659455	WOBBLESTRETCH
Serial Number:	78659457	GLOW N GROW
Serial Number:	78742228	CLEAN CATCH POCKETS
Serial Number:	78773809	EASY-FIND
Serial Number:	78790923	SLEEP TITES
Serial Number:	78794459	WOBBLEROOM
Serial Number:	78794455	A TON OF FUN FOR YOUR LITTLE ONE!
Serial Number:	78842890	POOL PACK
Serial Number:	78864405	SIMPLY SHINE
Serial Number:	78864418	SIMPLY SPARKLE
Serial Number:	78907588	CREATING A DRIER WORLD
Serial Number:	77068160	
Serial Number:	77079683	RUNABOUTS
Serial Number:	77125174	DRI-SOFT
Registration Number:	1396390	VELSOFT

CORRESPONDENCE DATA

Fax Number: (212)822-5607  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-530-5607  
Email: abrook@milbank.com  
Correspondent Name: Anna Brook  
Address Line 1: 1 Chase Manhattan Plaza  
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	57000-08702
NAME OF SUBMITTER:	Anna Brook
Signature:	/Anna Brook/
Date:	07/09/2008

**Total Attachments: 92**

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THIRD AMENDED AND RESTATED  
SECURITY AGREEMENT

dated as of April 18, 2008

between

the GRANTORS party hereto

and

JPMORGAN CHASE BANK, N.A.

as Collateral Agent

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### THIRD AMENDED AND RESTATED SECURITY AGREEMENT

This THIRD AMENDED AND RESTATED SECURITY AGREEMENT, dated as of April 18, 2008 (this "Agreement"), between each of the Grantors (as defined below) and JPMORGAN CHASE BANK, N.A. (together with its successors and assigns in such capacity the "Collateral Agent") acting in the capacity of collateral agent for the benefit of the Secured Parties (as defined below) from time to time in accordance with the terms of the Intercreditor Agreement (as defined below).

#### RECITALS

A. (i) Citizens Bank of Pennsylvania ("Citizens"), as Administrative Agent (in such capacity, the "2004 Administrative Agent") on behalf of the lenders from time to time party thereto, and certain of the Grantors entered into an Amended and Restated Loan Agreement dated as of June 29, 2004 (as amended, restated, supplemented or otherwise modified from time to time immediately prior to the effectiveness hereof, the "2004 Credit Agreement"); (ii) Citizens as Collateral Agent (in such capacity, the "2004 Collateral Agent") and as the 2004 Administrative Agent, certain lenders and noteholders party thereto and certain of the Grantors entered into an Intercreditor and Collateral Agency Agreement dated as of June 29, 2004 (as amended, restated, supplemented or otherwise modified from time to time immediately prior to the effectiveness hereof, the "2004 Intercreditor Agreement"); and (iii) the 2004 Collateral Agent and certain of the Grantors entered into a Security Agreement dated as of June 29, 2004 (as amended, restated, supplemented or otherwise modified from time to time immediately prior to the effectiveness hereof, the "2004 Security Agreement"), pursuant to which the obligations of such Grantors (whether direct or guarantee obligations) in respect of (a) the 2004 Credit Agreement and certain related agreements and (b) the Senior Notes due 2014 (as amended, supplemented or otherwise modified from time to time, the "2004 Notes") issued and sold pursuant to the terms and conditions of a note purchase agreement dated as of June 29, 2004 (as amended, restated, supplemented or otherwise modified from time to time, including pursuant to the Fifth Amendment Agreement dated as of the date hereof, the "2004 Note Purchase Agreement") among the Grantors and the financial institutions identified as the purchasers of the 2004 Notes (together with the successors and transferees thereof, the "2004 Noteholders") are secured by the collateral on the terms set forth therein.

B. (i) Certain Grantors, the lenders party thereto from time to time (the "Revolver Lenders") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent for such lenders (the "Revolver Administrative Agent"), entered into a Loan Agreement dated as of January 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "2006 Credit Agreement"), which refinanced and replaced the 2004 Credit Agreement, (ii) JPMCB replaced Citizens as the Collateral Agent under the 2004 Intercreditor Agreement and the 2004 Security Agreement and, to that end, (x) the Collateral Agent and such Grantors entered into an Amended and Restated Security Agreement dated as of January 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "2006 Security Agreement"), which replaced the 2004 Security Agreement and (y) the Collateral Agent, the Revolver Administrative Agent, the 2004 Noteholders and such Grantors entered into an Amended and Restated Intercreditor and Collateral Agency Agreement dated as of January 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "2006 Intercreditor Agreement"), which replaced the 2004 Intercreditor Agreement



and governed the respective rights and remedies of the Revolver Lenders and the 2004 Noteholders with respect to the Collateral subject to the 2006 Security Agreement,

C. (i) Certain Grantors party thereto, the Revolver Lenders and the Revolver Administrative Agent entered into a First Amended and Restated Loan Agreement dated as of August 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement"), which amended and restated the 2006 Credit Agreement, (ii) the Collateral Agent and such Grantors entered into a Second Amended and Restated Security Agreement dated as of August 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "2007 Security Agreement"), which amended and restated the 2006 Security Agreement and (iii) the Collateral Agent, the Revolver Administrative Agent, the 2004 Noteholders and such Grantors entered into a Second Amended and Restated Intercreditor and Collateral Agency Agreement, dated as of August 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "2007 Intercreditor Agreement"), which amended and restated the 2006 Intercreditor Agreement and governed the respective rights and remedies of the Revolver Lenders and the 2004 Noteholders with respect to the Collateral subject to the 2007 Security Agreement.

D. Contemporaneously herewith, (i) the Grantors, the lenders party thereto (the "Term Loan Lenders") and JPMCB, as Administrative Agent for such lenders (the "Term Loan Administrative Agent") are entering into a Term Loan Agreement dated as of April 18, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"); (ii) the Grantors and the financial institutions identified as the purchasers thereof (together with the successors and transferees thereof, the "2008 Noteholders") are entering into a note purchase agreement dated as of April 18, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "2008 Note Purchase Agreement"), pursuant to which the Senior Notes due 2018 (as amended, supplemented or otherwise modified from time to time, the "2008 Notes") are being issued and sold; and (iii) the Collateral Agent, the Revolver Administrative Agent, the Term Loan Administrative Agent, the 2004 Noteholders, the 2008 Noteholders and the Grantors are entering into a Third Amended and Restated Intercreditor and Collateral Agency Agreement dated as of April 18, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), which shall amend and restate the 2007 Intercreditor Agreement and govern the respective rights and remedies of the Secured Parties with respect to the Collateral subject to this Agreement.

E. The obligations of the Grantors pursuant to the Senior Secured Debt Documents and certain other agreements to certain of the Secured Parties are (or, with respect to any such obligations existing immediately prior to the occurrence of the Restatement Effective Date (as defined below) will continue) to be secured by the Collateral (as defined below), and each Grantor not party to the 2007 Security Agreement, by its execution and delivery of this Agreement, hereby assumes and agrees to all of the obligations of a Grantor hereunder and grants the security interests as provided herein.

F. The Collateral shall be shared on a ratable basis among the Secured Parties in accordance with the terms of the Intercreditor Agreement.

G. It is a condition precedent to the effectiveness of the Term Loan Agreement and the 2008 Note Purchase Agreement that the parties hereto shall have executed this Agreement, amending and restating the 2007 Security Agreement in its entirety as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

1. DEFINITIONS.

(a) General Definitions. All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Intercreditor Agreement or, if not defined therein, in the UCC. In addition, in this Agreement, the following terms shall have the following meanings:

“Accounts” shall mean all “accounts” as defined in the UCC.

“Agreement” shall have the meaning set forth in the preamble.

“Authenticate” shall mean “authenticate” as defined in the UCC.

“Chattel Paper” shall mean all “chattel paper” as defined in the UCC, including, without limitation, “electronic chattel paper” or “tangible chattel paper”, as each term is defined in the UCC.

“Citizens” is defined in the Recitals.

“Collateral” shall mean any and all assets and rights and interests in or to property of the Grantors pledged from time to time as security for the Secured Obligations, or any of it, pursuant to this Agreement or any of the Senior Secured Debt Documents, whether now owned or hereafter acquired, including, without limitation, all of the property described in Section 2(a) below and all of the Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles (including, without limitation, all Intellectual Property), Inventory, Instruments, Investment Related Property and Proceeds of each Grantor.

“Collateral Agent” shall have the meaning set forth in the preamble.

“Collateral Records” shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

“Collateral Support” shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

“Commercial Tort Claims” shall mean all “commercial tort claims” as defined in the UCC, including, without limitation, all commercial tort claims listed on Schedule V hereto (as that schedule may be amended from time to time in accordance with Section 4(d) below).

“Commodities Accounts” shall mean all “commodity accounts” as defined in the UCC.

“Controlled Foreign Corporation” shall mean “controlled foreign corporation” as defined in the Tax Code.

“Copyright Licenses” shall mean any and all agreements granting any right in, to or under Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule IV hereto (as such schedule may be amended or supplemented from time to time).

“Copyrights” shall mean all United States, state and foreign copyrights, including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the applications referred to in Schedule IV attached hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof, (v) all licenses, claims, damages and proceeds of suit arising therefrom, and (vi) all payments and rights to payments arising out of the sale, lease, license, assignment, or other disposition thereof.

“Deposit Account” shall mean all “deposit accounts” as defined in the UCC.

“Documents” shall mean all “documents” as defined in the UCC.

“Documents Evidencing Goods” shall mean all Documents evidencing, representing or issued in connection with Goods.

“Equipment” shall mean all “equipment” as defined in the UCC, including, without limitation, Fixtures.

“Event of Default” shall mean an “Event of Default” as defined in any Senior Secured Debt Document.

“Excluded Collateral” is defined in Section 2(b).

“Fixtures” shall mean all “fixtures” as defined in the UCC.

“General Intangibles” shall mean all “general intangibles” as defined in the UCC.

“Goods” shall mean all “goods” as defined in the UCC, including, without limitation, all Inventory, Equipment, Documents Evidencing Goods, Fixtures and Software Embedded In Goods.

“Governmental Authority” shall mean any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory authority.

“Grantors” shall mean collectively, and “Grantor” means each of (a) as of the date hereof, First Quality Baby Products, LLC, First Quality Retail Services, LLC, First Quality Products, Inc., First Quality Hygienic, Inc., First Quality Nonwovens, Inc., First Quality Tissue, LLC, First Quality Enterprises, Inc., First Quality International, Inc., Nutek Disposables,

Inc., First Quality Water & Beverage, LLC, Paragon Trade Brands, Inc., PTB Acquisition Sub, Inc., PTB Holdings, Inc., Private Products, Inc. and Tyco Healthcare Retail Group GPS and (b) at any time thereafter, each other Person that shall become a Grantor hereunder pursuant to the relevant provision of the respective Senior Secured Debt Documents, in each case so long as such entity shall remain a Grantor hereunder.

“Instruments” shall mean all “instruments” as defined in the UCC.

“Insurance” shall mean (i) all insurance policies covering any or all of the Collateral (regardless of whether the Collateral Agent is the loss payee thereof) and (ii) any key man life insurance policies.

“Intellectual Property” shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

“Intellectual Property Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and Trade Secret Licenses.

“Intercreditor Agreement” is defined in the Recitals.

“Internal Revenue Code” shall mean the Internal Revenue Code of 1986, as amended to the date hereof and from time to time hereafter, and any successor statute.

“Inventory” shall mean all “inventory” as defined in the UCC.

“Investment Accounts” shall mean the Securities Accounts, Commodities Accounts and Deposit Accounts.

“Investment Related Property” shall mean (a) all “investment property” and “financial assets” (as such terms are defined in the UCC) and (b) all of the following (regardless of whether classified as investment property under the UCC): all (i) Pledged Equity Interests, (ii) Pledged Debt and (iii) the Investment Accounts.

“Issuing Bank” is defined in the Revolving Credit Agreement.

“JPMCB” is defined in the Recitals.

“Letter of Credit” is defined in the Revolving Credit Agreement.

“Letter of Credit Right” shall mean “letter-of-credit right” as defined in the UCC.

“Material Adverse Effect” shall mean a material adverse effect on (a) the business, operations, results of operations, assets, liabilities or financial condition of the Grantors, taken as a whole, (b) the Collateral taken as a whole, or (c) the ability of the Grantors to perform their respective obligations under any Senior Secured Debt Documents.

“Material Contract” shall mean any contract or other arrangement to which any Grantor is a party for which breach, nonperformance, cancellation or failure to renew could reasonably be expected to have a Material Adverse Effect.

“Money” shall mean “money” as defined in the UCC.

“Patent Licenses” shall mean all agreements granting any right in, to, or under Patents (whether such Grantor is licensee or licensor thereunder) including without limitation, each agreement referred to in Schedule IV hereto (as such schedule may be amended or supplemented from time to time).

“Patents” shall mean all patents and patent applications, including without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule IV, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part, thereof, (b) all income, royalties, damages and payments now and thereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present, or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

“Payment Intangible” shall mean all “payment intangibles” as defined in the UCC.

“Permitted Liens” shall mean Liens permitted under the Senior Secured Debt Documents.

“Pledged Alternative Equity Interests” shall mean all participation or other interests in any equity or profits of any business entity and the certificates, if any, representing such interests all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such interests and any other warrant, right or option to acquire any of the foregoing; provided, however, that Pledged Alternative Equity Interests shall not include any Pledged Stock, Pledged Partnership Interests, Pledged LLC Interests and Pledged Trust Interests.

“Pledged Debt” shall mean all indebtedness for borrowed money owed to any Grantor, whether or not evidenced by any instrument or promissory note, including, without limitation, all indebtedness described on Schedule III hereto under the heading “Pledged Debt” (as such schedule may be amended or supplemented from time to time), all monetary obligations owing to any Grantor from any other Grantor the instruments evidencing any of the foregoing, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing.

“Pledged Equity Interests” shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests, Pledged Trust Interests and Pledged Alternative Equity Interests.

“Pledged LLC Interests” shall mean all interests in any limited liability company owned by a Grantor including, without limitation, all limited liability company interests listed on Schedule III hereto under the heading “Pledged LLC Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received,

receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests and any other warrant, right or option to acquire any of the foregoing.

“Pledged Partnership Interests” shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership owned by a Grantor including, without limitation, all partnership interests listed on Schedule III hereto under the heading “Pledged Partnership Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests and any other warrant, right or option to acquire any of the foregoing.

“Pledged Stock” shall mean all shares of capital stock owned by such Grantor, including, without limitation, all shares of capital stock described on Schedule III hereto under the heading “Pledged Stock” (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares and any other warrant, right or option to acquire any of the foregoing.

“Pledged Trust Interests” shall mean all interests in a Delaware business trust or other trust owned by a Grantor including, without limitation, all trust interests listed on Schedule III hereto under the heading “Pledged Trust Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests and any other warrant, right or option to acquire any of the foregoing.

“Proceeds” shall mean (i) all “proceeds” as defined in the UCC, (ii) payments or distributions made with respect to any Investment Related Property and (iii) whatever is receivable or received when Collateral or proceeds are sold, leased, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

“Record” shall mean all “records” as defined in the UCC.

“Representation Date” shall mean (i) the date hereof and, if different, the Restatement Effective Date and (ii) each other date on which any Grantor shall be deemed to have ratified, confirmed or made a representation under any Senior Secured Debt Documents.

“Restatement Effective Date” shall mean the date of this Agreement.

“Revolver Administrative Agent” is defined in the Recitals.

“Revolver Lenders” is defined in the Recitals.

“Revolving Credit Agreement” is defined in the Recitals.

“Secured Obligations” shall mean the “Obligations” (as such term is defined in the Intercreditor Agreement) of each Grantor and each of its successors and assigns; provided, however, that the security granted by Nutek hereunder shall secure only the obligations of Nutek as limited as set forth in the Intercreditor Agreement.

“Secured Party” shall mean, collectively, the Revolver Lenders, the Revolver Administrative Agent, the 2004 Noteholders, the Term Loan Lenders, the Term Administrative Agent, the 2008 Noteholders, any Additional Secured Debt Holder, and any other holder from time to time of any Secured Obligations.

“Securities” shall mean any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

“Securities Accounts” (i) shall mean all “securities accounts” as defined in the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule III hereto under the heading “Securities Accounts” (as such schedule may be amended or supplemented from time to time).

“Software Embedded in Goods” shall mean, with respect to any Goods, any computer program embedded in Goods and any supporting information provided in connection with a transaction relating to the program if (i) the program is associated with the Goods in such a manner that it customarily is considered part of the Goods or (ii) by becoming the owner of the Goods a person acquires a right to use the program in connection with the Goods.

“State” shall mean a State of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.

“Supporting Obligation” shall mean all “supporting obligations” as defined in the UCC.

“Tax Code” shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

“Term Loan Administrative Agent” is defined in the Recitals.

“Term Loan Agreement” shall have the meaning set forth in the Recitals.

“Term Loan Lenders” is defined in the Recitals.

“Trade Secret Licenses” shall mean any and all agreements granting any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule IV hereto (as such schedule may be amended or supplemented from time to time).

“Trade Secrets” shall mean all trade secrets and all other confidential or proprietary information and know-how, whether or not reduced to a writing or other tangible form, including with respect to any and all of the foregoing: (i) all documents and things embodying, incorporating, or referring in any way thereto, (ii) all rights to sue for past, present and future infringement thereof, (iii) all licenses, claims, damages, and proceeds of suit arising therefrom, and (iv) all payments and rights to payments arising out of the sale, lease, license, assignment, or other dispositions thereof.

“Trademark Licenses” shall mean any and all agreements granting any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule IV hereto (as such schedule may be amended or supplemented from time to time).

“Trademarks” shall mean all service marks, trademarks, service mark and trademark registrations, trade names, and trademark and service mark applications, including, without limitation, the service mark and trademark registrations and applications listed on Schedule IV attached hereto and made a part hereof, but not including Excluded Collateral even if listed on Schedule IV and (a) the goodwill of the business connected with the use thereof and symbolized thereby, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world.

“2004 Administrative Agent” is defined in the Recitals.

“2004 Collateral Agent” is defined in the Recitals.

“2004 Credit Agreement” is defined in the Recitals.

“2004 Intercreditor Agreement” is defined in the Recitals.

“2004 Noteholders” is defined in the Recitals.

“2004 Note Purchase Agreement” is defined in the Recitals.

“2004 Notes” is defined in the Recitals.

“2004 Security Agreement” is defined in the Recitals.

“2006 Credit Agreement” is defined in the Recitals.

“2006 Intercreditor Agreement” is defined in the Recitals.

“2006 Security Agreement” is defined in the Recitals.

“2007 Intercreditor Agreement” is defined in the Recitals.



“2007 Security Agreement” is defined in the Recitals.

“2008 Noteholders ” is defined in the Recitals.

“2008 Note Indebtedness” is defined in clause (iv) of the definition of “Secured Obligations”.

“2008 Note Purchase Agreement ” is defined in the Recitals.

“2008 Notes” is defined in the Recitals.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

(b) Interpretation. References to “Sections,” “Annexes” and “Schedules” shall be to Sections, Annexes and Schedules, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. If any conflict or inconsistency exists between this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall govern. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

## 2. GRANT OF SECURITY.

(a) Grant of Security. Each Grantor party to the 2007 Security Agreement hereby confirms that the security interests granted to the Collateral Agent pursuant to the 2007 Security Agreement continue to secure the Secured Obligations evidenced by the Revolving Credit Agreement, the 2004 Note Purchase Agreement and the 2004 Notes to the extent such obligations are outstanding as of the date hereof and each Grantor, further, hereby grants to the Collateral Agent, for the benefit of the Secured Parties in accordance with the terms of the Intercreditor Agreement, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located:

- (i) Accounts;
- (ii) Chattel Paper;
- (iii) Documents;
- (iv) General Intangibles;

(v) Goods (including Inventory, Equipment, Documents Evidencing Goods, Fixtures and Software Embedded in Goods);

(vi) Insurance;

(vii) Intellectual Property;

(viii) Investment Related Property;

(ix) Letter of Credit Rights;

(x) Money;

(xi) Commercial Tort Claims;

(xii) Collateral Records, Collateral Support, Records, and Supporting Obligations relating to any of the foregoing; and

(xiii) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

(b) Excluded Collateral. The security interest granted under Section 2(a) hereof shall not attach to the following collateral (all such Collateral, the “Excluded Collateral”): (a) any lease, license, contract, property rights or agreement to which each Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); (b) any of the outstanding equity interests of a Controlled Foreign Corporation in excess of 65% of the voting power of all classes of equity interests of such Controlled Foreign Corporation entitled to vote or any outstanding equity interests in an entity that is treated as disregarded as an entity separate from its owner for U.S. federal income tax purposes if such entity owns in excess of 65% of the voting power of all classes of equity interests of a Controlled Foreign Corporation; (c) all equity interests of SN7117, Inc., a Delaware corporation, First Quality Falcon, LLC, a Delaware limited liability company and each other Aircraft Financing Subsidiary; and (d) Trademark applications filed in the U.S. Patent and Trademark office (the “PTO”) on the basis of the Grantor’s intent to use such Trademark(s) unless and until evidence of the Grantor’s use in commerce (within the meaning of The Lanham Act, 15 U.S.C. §§ 1051 et seq.) thereof has been filed in the PTO.

### 3. SECURITY FOR OBLIGATIONS.

(a) Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

(b) Continuing Liability under Collateral. Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any Secured Party, (ii) each Grantor shall remain liable under each of the agreements included in the Collateral, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Collateral Agent nor any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

4. REPRESENTATIONS AND WARRANTIES AND COVENANTS.

(a) Generally.

(i) Representations and Warranties. Each Grantor hereby represents and warrants, on each Representation Date, that:

1. the execution and delivery of this Agreement by such Grantor and the performance by it of its obligations under this Agreement are within its corporate or other powers and have been duly authorized by all necessary corporate or other action;

2. upon the filing of all UCC financing statements naming each Grantor as “debtor” and the Collateral Agent as “secured party” and describing the Collateral in the filing offices set forth opposite such Grantor’s name on Schedule I(5) hereto (as such schedule may be amended or supplemented from time to time), the security interests granted to the Collateral Agent hereunder constitute valid and perfected first priority Liens (subject in the case of priority only to Permitted Liens); provided, however, that the recordation of this Agreement in the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable, may be necessary to perfect the security interest of the Collateral Agent in U.S. Intellectual Property included in the Collateral which is the subject of registrations and applications, and any registrations and applications for U.S. Intellectual Property that are acquired by a Grantor after the date hereof in order to perfect the Collateral Agent’s lien therein; and the taking of actions outside the United States may be required in order to perfect the Collateral Agent’s lien in Intellectual Property included in the Collateral which is protected under non-U.S. law;

3. other than the financing statements filed in favor of the Collateral Agent, no effective UCC financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for (x) financing statements for which proper termination statements have been delivered to the Collateral Agent for filing and (y) financing statements filed in connection with Permitted Liens;

4. no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for either (i) the pledge or grant by any Grantor of the Liens purported to be created in favor of the Collateral

Agent hereunder or (ii) the exercise by the Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except (A) for the filings contemplated by clause (2) above and (B) as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities and as may be required under federal laws pertaining to Intellectual Property;

5. all actions and consents, including all filings, notices, registrations and recordings necessary or desirable for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect of the Collateral have been made or obtained, except for (i) the recording of the security interest in the applicable Intellectual Property registries with respect to issued Patents and registrations and applications for other U.S. Intellectual Property included in the Collateral and (ii) the taking of actions outside the United States that may be required to perfect the Collateral Agent's lien in Intellectual Property included in the Collateral which is protected under non-U.S. law and; provided, further, that the exercise of remedies with respect to issued Patents, and registrations and applications for any Intellectual Property included in the Collateral may require additional recordings with or notice to the applicable Intellectual Property registries;

6. it has indicated on Schedule I(1) hereto (as such schedule may be amended or supplemented from time to time): (w) the type of organization of such Grantor, (x) the jurisdiction of organization of such Grantor, (y) its organizational identification number and (z) the jurisdiction where the chief executive office or its sole place of business is located;

7. the full legal name of such Grantor is as set forth on Schedule I(1) hereto and does not do, business under any other name (including any trade-name or fictitious business name) except for those names set forth on Schedule I(2) hereto (as such schedule may be amended or supplemented from time to time);

8. except as provided on Schedule I(3) hereto, it has not changed its name, jurisdiction of organization, chief executive office or sole place of business or its corporate structure by merger, consolidation or change in corporate form or otherwise within the past five years; and

9. all information supplied by it with respect to any of the Collateral (in each case taken as a whole with respect to any particular Collateral) is accurate and complete in all material respects.

(ii) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

1. it shall defend the Collateral against all Persons at any time claiming any interest therein;

2. it shall not use or permit any Collateral to be used in violation of any policy of insurance covering the Collateral where such violation could reasonably be expected to have a Material Adverse Effect; and

3. it shall not change such Grantor's name, identity or corporate structure by merger, consolidation or change in corporate form, sole place of business,

chief executive office, type of organization or jurisdiction of organization or establish any trade names unless it shall have notified the Collateral Agent in writing at least 30 days prior (other than Subsidiaries of Retail Services, for which notice shall be given immediately after such change) to any such change or establishment, identifying such new proposed name, identity, corporate structure, sole place of business, chief executive office, jurisdiction of organization or trade name and providing such other information in connection therewith as the Collateral Agent may reasonably request.

(b) Equipment and Inventory.

(i) Representations and Warranties. Each Grantor represents and warrants, on each Representation Date, that all of the Equipment and Inventory included in the Collateral is kept at the locations specified in Schedule II hereto (as such schedule may be amended or supplemented from time to time).

(c) Intellectual Property.

(i) Representations and Warranties. Except as disclosed in Schedule IV hereto (as such schedule may be amended or supplemented from time to time), each Grantor hereby represents and warrants, on each Representation Date, that:

1. Schedule IV hereto (as such schedule may be amended or supplemented from time to time) sets forth a true and complete list of all U.S. federal and state registrations of and applications for Patents, Trademarks, and Copyrights owned by each Grantor;

2. all issued Patents and other registrations and applications for other Intellectual Property included in the Collateral are standing in the name of each Grantor;

3. it is the sole and exclusive owner of the entire right, title, and interest in and to all Intellectual Property on Schedule IV hereto (as such schedule may be amended or supplemented from time to time), and owns or has the valid right to use all other material Intellectual Property used in or necessary to conduct its business free and clear of all Liens, claims, encumbrances and material licenses, granted by such Grantor, except for Permitted Liens and Intellectual Property Licenses which are set forth on Schedule IV hereto (as such schedule may be amended or supplemented from time to time);

4. each Grantor shall, other than where failure to do so would not result in a Material Adverse Effect, maintain and protect its material Intellectual Property;

5. the Grantors will, if requested by the Collateral Agent upon and during the continuation of an Event of Default, at the Grantors' cost and expense, (a) furnish the Collateral Agent with evidence reasonably satisfactory to the Collateral Agent that all actions required to be taken under this Agreement and the Credit Agreement necessary to maintain and protect each item of Intellectual Property owned by any Grantor have been taken in a timely manner; and (b) execute and deliver to the Collateral Agent an agreement permitting the Collateral Agent to exercise all of each Grantor's rights in, to and under any item of Intellectual Property owned by any Grantor.

(d) Commercial Tort Claims.

(i) The Grantors shall promptly notify the Collateral Agent of each Commercial Tort Claim from time to time in favor of any Grantor. The Grantors authorize the amendment of Schedule V hereto as necessary from time to time to reflect the correct status of the Grantors' Commercial Tort Claims.

(ii) Each amendment to Schedule V adding Commercial Tort Claims thereto shall constitute a contemporaneous grant by the Grantors to the Collateral Agent of a security interest in all of the Grantors' rights and interests in such Commercial Tort Claims.

(e) Account Warranties. The Grantors will, if requested by the Collateral Agent:

1. furnish to the Collateral Agent all information received by any Grantor affecting the financial standing of any account debtor whose account or contract right has been specifically assigned to the Collateral Agent;

2. immediately notify the Collateral Agent if more than 5% of its Accounts arise out of contracts with the United States or any department, agency or instrumentality thereof, and execute any instruments and take any steps required by the Collateral Agent in order that all monies due and to become due under such contract shall be assigned to the Collateral Agent and notice thereof given to the Government under the Federal Assignment of Claims Act; and

3. deliver to the Collateral Agent, with appropriate endorsement or assignment, any Instrument or Chattel Paper representing an Account or contract right.

(i) During the existence and continuation of an Event of Default, each Grantor will, if requested by the Collateral Agent:

1. give the Collateral Agent assignments, in form acceptable to the Collateral Agent, of specific Accounts or groups of Accounts and monies due and to become due under specific contracts and specific General Intangibles;

2. furnish to the Collateral Agent a copy, with such duplicate copies as the Collateral Agent may request, of the invoice applicable to each Account specifically assigned to the Collateral Agent or arising out of a contract right, bearing a statement that such Account has been assigned to the Collateral Agent and such additional statements as the Collateral Agent may require; (a) mark its records evidencing its Accounts in a manner satisfactory to the Collateral Agent so as to show which Accounts have been assigned to the Collateral Agent; (b) furnish to the Collateral Agent satisfactory evidence of the shipment and receipt of any goods specified by the Collateral Agent and the performance of any services or obligations covered by accounts or contracts in which the Collateral Agent has a Lien; (c) give the Collateral Agent such financial statements, reports, certificates, lists of purchasers (showing names, addresses, and amounts owing) and other data concerning its Accounts, contracts, collections, Inventory, General Intangibles and other matters as the Collateral Agent may from time to time specify; (d) segregate cash proceeds of Collateral so that they may be identified readily, and deliver the same to the Collateral Agent at such time or times and in such manner and form as the Collateral Agent may direct; (e) furnish such witnesses as may be necessary to establish legal proceed of the Collateral, or Records relating to the Collateral; and (f) use its best efforts to obtain from any owner, encumbrancer or other person having an interest in the property

where any Collateral is located, written consent to the Collateral Agent's removal of the Collateral therefrom, without liability on the part of the Collateral Agent or any other Secured Party to such owner, encumbrancer or other person, or from any such owner, encumbrancer or other person such waivers of any interest in the Collateral as the Collateral Agent may require.

(f) Insurance. The Grantors shall cause the Collateral Agent to be named loss payee (with a lender's loss payable endorsement) with respect to all personal property, and additional insured with respect to all liability insurance, as its interests may appear with 30 days' notice to be given the Collateral Agent by the insurance carrier prior to cancellation or material modification of such insurance coverage.

The Grantors shall cause to be delivered to the Collateral Agent the insurance policies and all endorsements thereto or in the alternative, evidence of insurance utilizing a current ACORD 27 certificate and at least 30 business days prior to the expiration of any such insurance, additional policies or duplicates thereof or in the alternative, evidence of insurance utilizing a current ACORD 27 certificate confirming the renewal of such insurance and payment of the premiums therefor. The Grantors shall direct all insurers that in the event of any loss thereunder or the cancellation of any insurance policy, the insurers shall make payments for such loss and pay all return or unearned premiums directly to the Collateral Agent and not to the Grantors and the Collateral Agent jointly.

In the event of any loss, the Grantors will give the Collateral Agent immediate notice thereof and the Collateral Agent may make proof of loss whether the same is done by the Grantors. The Collateral Agent is granted a power of attorney by each Grantor with full power of substitution to file any proof of loss in any Grantor's or the Collateral Agent's name, to endorse any Grantor's name on any check, draft or other instrument evidencing insurance proceeds, and to take any action or sign any document to pursue any insurance loss claim. Such power being coupled with an interest is irrevocable.

In the event of any loss, the Collateral Agent shall (a) retain and apply all or any part of the insurance proceeds, in accordance with the terms and conditions of the Intercreditor Agreement, to the payment of the Secured Obligations, or (b) if the relevant Grantor shall have exercised its right to repair or replace the affected property pursuant to the relevant Senior Secured Debt Document, disburse all or any part of such insurance proceeds to or for the benefit of a Grantor for the purpose of repairing or replacing Collateral after receiving proof satisfactory to the Collateral Agent of such repair or replacement, in either case without waiving or impairing the Secured Obligations or any provision of this Agreement. Any deficiency thereon shall be paid by the Grantors to the Collateral Agent upon demand. No Grantor shall take out any insurance without having the Collateral Agent named as loss payee or additional insured thereon. The Grantors shall bear the full risk of loss from any loss of any nature whatsoever with respect to the Collateral.

5. FURTHER ASSURANCES. Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly Authenticate, execute and deliver all further instruments and documents, and take all further action, that may be necessary or reasonably desirable, or that the Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall:

(a) file such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary or desirable, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(b) at the Collateral Agent's request, appear in and defend any action or proceeding that may affect such Grantor's title to or the Collateral Agent's security interest in all or any part of the Collateral;

(c) authorize the Collateral Agent to take all steps it deems reasonably necessary to maintain and preserve the Collateral, consistent with the Grantor's obligations to do so hereunder, including, with respect to Intellectual Property included in the Collateral, the making of additional filings, the payment of maintenance fees, and the defense of challenges to the Grantor's title or validity, all at the Grantor's expense; and

(d) each Grantor hereby authorizes the filing of any financing statements or continuation statements, and amendments to financing statements, or any similar document (other than the Senior Secured Debt Documents) in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property", whether now owned or hereafter acquired.

## 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT.

(a) Power of Attorney. Each Grantor hereby irrevocably appoints (during the tenure of this Agreement) the Collateral Agent (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, from time to time in the Collateral Agent's discretion to take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, the following:

(i) to prepare, sign, and file for recordation in any Intellectual Property registry, appropriate evidence of the Lien and security interest granted herein in the Intellectual Property in the name of such Grantor as assignor or pledgor;

(ii) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, any such payments made by the Collateral Agent to become obligations of such Grantor to the Collateral Agent, due and payable immediately without demand;



(iii) file any proof of loss in the Grantor's or the Collateral Agent's name, to endorse the Grantor's name on any check, draft or other instrument evidencing insurance proceeds, and to take any action or sign any document to pursue any insurance loss claim; and

(iv) upon the occurrence and during the continuance of any Event of Default (and with or without judicial process);

1. to ask for, send notices with respect to, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

2. to receive, endorse and collect any drafts or other Instruments, Documents and Chattel Paper in connection with clause (1) above;

3. to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Collateral; and

4. to sell, transfer, assign, lease, license (on an exclusive or nonexclusive basis, to the extent the Grantor has the lawful right to do so), subject to licenses in effect as of the date of such assignment, grant or issuance, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option, at any time or from time-to-time, all acts and things that the Collateral Agent deems reasonably necessary to protect, preserve, or realize upon the Collateral and the Collateral Agent's security interest therein as fully and effectively as such Grantor might do (including, without limitation, notifying the United States Postal Office to change the address for delivery of mail to the Grantors to an address as the Collateral Agent may designate).

(v) The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and the interests of the Secured Parties and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part 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 any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by each Grantor under the Section in this Agreement relating to the payment of expenses.

## 7. REMEDIES.

### (a) Generally.

(i) If any Event of Default shall have occurred and be continuing, the Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Collateral Agent on default under the UCC (whether or not the UCC applies to the affected Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may pursue any of the following separately, successively or simultaneously:

1. enter onto the property where any Collateral is located and take possession thereof with or without judicial process and sell or dispose of the Collateral on such premises, without liability for rent, storage, utilities or other sums;

2. prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Collateral Agent deems appropriate; provided that processed, reconditioned, or repaired products that are sold under the Grantor's Trademarks shall be of at least substantially comparable quality to the same products sold under such Trademarks at the time of the Event of Default, and shall, if applicable, be labeled as "reconditioned", or the like, to the extent required by law;

3. without notice, except as specified below or under the UCC, sell, assign, lease, license (on an exclusive or nonexclusive basis, to the extent the Grantor has the lawful right to do so), subject to licenses in effect as of the date of such assignment, grant or issuance, or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable; and

4. require the Grantors, at the Grantors' expense, to assemble all or any part of the Collateral and make it available to the Collateral Agent at any place designated by the Collateral Agent.

(ii) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent that portion of the Collateral being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and the Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least five days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification (provided, however, if permitted by applicable law, any perishable Collateral which threatens to speedily decline in value or which is sold on a recognized market may be sold immediately by the Collateral Agent without notice to the Grantors). The Collateral Agent shall not be obligated

to make any sale of Collateral regardless of notice of sale having been given. The Collateral 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. Each Grantor agrees that it would not be commercially unreasonable for the Collateral Agent to dispose of the Collateral or any portion thereof by using internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Each Grantor hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the Proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, each Grantor shall be liable for the deficiency and the fees of any attorneys employed by the Collateral Agent to collect such deficiency.

(iii) The Collateral Agent may sell the Collateral without giving any warranties as to the Collateral. The Collateral Agent may specifically disclaim or modify any warranties of title or the like. This procedure will not be considered to adversely effect the commercial reasonableness of any sale of the Collateral.

(iv) The Collateral Agent shall have no obligation to marshal any of the Collateral.

The Grantors shall not resist or interfere with any of the above described actions.

(b) Application of Proceeds. All Proceeds received by the Collateral Agent in respect of any sale, any collection from, or other realization upon all or any part of the Collateral shall be applied in full or in part by the Collateral Agent against the Secured Obligations as provided in the Intercreditor Agreement.

(c) Sales on Credit. If the Collateral Agent sells any of the Collateral upon credit, the Grantors will be credited only with payments actually made by purchaser and received by the Collateral Agent and applied to the Secured Obligations. In the event the purchaser fails to pay for the Collateral, the Collateral Agent may resell the Collateral and the Grantors shall be credited with Proceeds of the sale.

## 8. CONTINUING SECURITY INTEREST; TRANSFER OF SECURED OBLIGATIONS.

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full of all Secured Obligations (other than Qualified Residual Obligations), the cancellation or termination of the commitments to extend credit under the Revolving Credit Agreement and any other contingent obligation included in the Secured Obligations (other than Qualified Residual Obligations), be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns. Upon the payment in full of all Secured Obligations (other than Qualified Residual Obligations), the cancellation or termination of such commitments and any other contingent obligation included in the Secured Obligations (other than Qualified Residual Obligations), the security interest granted hereby shall terminate hereunder and of record and all rights to the Collateral shall revert and be deemed reassigned to the Grantors and all obligations of the

Grantors under the relevant Senior Secured Debt Documents shall terminate (other than such provisions of any of the Senior Secured Debt Document that expressly indicated as surviving termination of such Senior Secured Debt Document, which provisions shall survive and remain in full force and effect regardless of, in each case, (a) the repayment of the respective Secured Obligations thereunder (and, if applicable, the expiration or termination of the letters of credit and commitments to extend credit thereunder) and (b) the termination of this Agreement or any provision hereof). Upon any such termination, the Collateral Agent shall, at the Grantors' request and expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination reversions and/or reassignment, without recourse, representation, or warranty of any kind.

9. MISCELLANEOUS.

(a) Successors and Assigns. All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent Secured Party) whether so expressed or not.

(b) Severability. Any provision of this Agreement that 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 (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Construction. Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

(e) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York, without giving effect to principles of conflicts of laws thereof, except Sections 5-1401 and 5-1402 of the New York General Obligations Law.

(f) Amendment, etc. None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Grantors and the Collateral Agent (with appropriate direction from the requisite holders of the Secured Obligations as provided in the Intercreditor Agreement).

(g) Inconsistent Provisions. If any provision of this Agreement shall be inconsistent with, or contrary to, any provision in the Intercreditor Agreement, the provision in the Intercreditor Agreement shall be controlling, and shall supersede such inconsistent provision to the extent necessary to give full effect to all provisions contained in the Intercreditor Agreement.

(h) Addresses for Notices. All notices and communications provided for hereunder shall be in writing and sent (a) by facsimile if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(i) if to the Collateral Agent, to:

JPMorgan Loan Services  
10 South Dearborn, 7th Floor  
Chicago, IL 60603-2003  
Attention: Leonida G. Mischke  
Phone: 312-385-7055  
Fax: 312-385-7096

with a copy to:

JPMorgan Chase Bank, N.A.  
395 North Service Road, 3rd Floor  
Melville, NY 11747  
Attention: Stephen Zajac  
Phone: 631-755-5186  
Facsimile: 631-755-5184

or at such other address as the Collateral Agent shall have specified to the parties hereto in writing.

(ii) if to the Grantors:

c/o First Quality Enterprises, Inc.  
80 Cuttermill Road, Suite 500  
Great Neck, NY 11021  
Attention: Moshe R. Oppenheim  
Director, Business Practices  
Telephone: (516) 498-3692  
Telecopier: (516) 498-2444  
E-mail: moppenheim@firstquality.com

or at such other address as the Grantors shall have specified to the other parties hereto in writing.

Notices under this clause (h) will be deemed to have been given and received when delivered on a Business Day at the address so specified or if delivered on a day that is not a Business Day, on the next Business Day following such day.

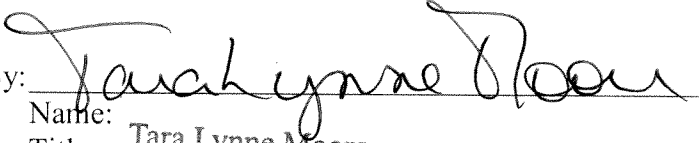
(i) Amended and Restated Security Agreement. This Agreement constitutes the amendment and restatement of 2007 Security Agreement by the Grantors party thereto for the benefit of the Collateral Agent, the 2004 Noteholders, the Revolver Administrative Agent and the Revolver Lenders (the "Prior Agreement"). Nothing contained herein shall be deemed to constitute a novation, termination, waiver, release, satisfaction, accord or accord and satisfaction of the Prior Agreement, the obligations evidenced thereby or the

security granted thereunder as it relates to the Secured Obligations owing to the Collateral Agent, the 2004 Noteholders, the Revolver Administrative Agent and the Revolver Lenders.

(j) Additional Grantors. Pursuant to the Senior Secured Debt Documents, certain Subsidiaries or Affiliates of an existing Grantor formed or acquired after the date hereof may be required to become a “Grantor” under this Agreement, by executing and delivering to the Collateral Agent a joinder agreement in the agreed form (if any) or otherwise in form and substance satisfactory to the Collateral Agent. Accordingly, upon the execution and delivery of any such joinder agreement by any such Subsidiary or Affiliate, as applicable and compliance with any other requirements under the applicable Senior Secured Debt Document, such Subsidiary or Affiliate shall automatically and immediately, and without any further action on the part of any Person, become a “Grantor” under and for all purposes of this Agreement, and each of the Schedules hereto shall be supplemented by the information specified in such joinder agreement. In addition, as of the date of the execution and delivery of such joinder agreement by such Subsidiary or Affiliate, such Subsidiary or Affiliate makes the representations and warranties set forth in Section 4.

[SIGNATURES ON FOLLOWING PAGE]

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

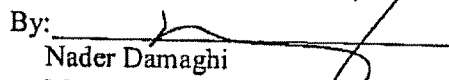
By:   
Name: Tara Lynne Moore  
Title: Vice President

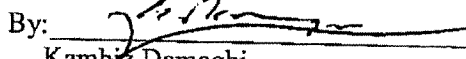
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

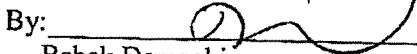
**FIRST QUALITY RETAIL SERVICES, LLC**  
**By: FIRST QUALITY BABY PRODUCTS, LLC,**  
**as Sole Member**

**FIRST QUALITY BABY PRODUCTS, LLC**  
**FIRST QUALITY TISSUE, LLC**

**TYCO HEALTHCARE RETAIL GROUP GPS**  
**By: FIRST QUALITY RETAIL SERVICES,**  
**LLC, as General Partner**  
**By: FIRST QUALITY BABY PRODUCTS,**  
**LLC, as Sole Member**

By:   
Nader Damaghi  
Member of each of First Quality Tissue, LLC and  
First Quality Baby Products, LLC

By:   
Kambiz Damaghi,  
Member of each of First Quality Tissue, LLC and  
First Quality Baby Products, LLC

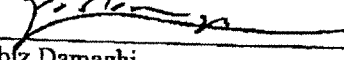
By:   
Babak Damaghi  
Member of each of First Quality Tissue, LLC and  
First Quality Baby Products, LLC

[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED SECURITY AGREEMENT]



FIRST QUALITY PRODUCTS, INC.  
FIRST QUALITY HYGIENIC, INC.  
FIRST QUALITY NONWOVENS, INC.  
FIRST QUALITY INTERNATIONAL, INC.  
FIRST QUALITY ENTERPRISES, INC.  
NUTEK DISPOSABLES, INC.  
PARAGON TRADE BRANDS, INC.  
PTB ACQUISITION SUB, INC.  
~~PTB INTERNATIONAL, INC.~~  
PTB HOLDINGS, INC.  
PRIVATE PRODUCTS, INC.  
FIRST QUALITY WATER & BEVERAGE, LLC

~~CONFID INTERNATIONAL, L.P.~~  
~~By Private Products, Inc. as General Partner~~

By:   
Kambiz Damaghi,  
Title in respect of First Quality Products, Inc.:  
Executive Vice President  
Title in respect of First Quality Hygienic, Inc.:  
President  
Title in respect of First Quality Nonwovens, Inc.:  
Executive Vice President  
Title in respect of First Quality International, Inc.:  
Executive Vice President  
Title in respect of First Quality Enterprises, Inc.:  
Executive Vice President  
Title in respect of Nutek Disposables, Inc.:  
Treasurer  
Title in respect of Paragon Trade Brands, Inc.:  
Executive Vice President  
Title in respect of PTB Acquisition, Inc.:  
Executive Vice President  
~~Title in respect of PTB International, Inc.:~~  
~~Executive Vice President~~  
Title in respect of PTB Holdings, Inc.:  
Executive Vice President  
Title in respect of Private Products, Inc.:  
Executive Vice President  
Title in respect of First Quality Water & Beverage,  
LLC: Executive Vice President

[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED SECURITY AGREEMENT]

SCHEDULE I  
TO SECURITY AGREEMENT

General Information

- (1) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person) and Organizational Identification Number of each Grantor:

<u>Full Legal Name</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>	<u>Chief Executive Office/Sole Place of Business</u>	<u>Organization I.D.#</u>
First Quality Products, Inc.	Corporation	New York	80 Cuttermill Road, Suite 500 Great Neck, NY 11021	1520968
First Quality Hygienic, Inc.	Corporation	Pennsylvania	80 Cuttermill Road, Suite 500 Great Neck, NY 11021	2066660
First Quality Nonwovens, Inc.	Corporation	Pennsylvania	80 Cuttermill Road, Suite 500 Great Neck, NY 11021	2717828
First Quality International, Inc.	Corporation	New York	80 Cuttermill Road, Suite 500 Great Neck, New York 11021	2790123
First Quality Enterprises, Inc.	Corporation	Pennsylvania	80 Cuttermill Road, Suite 500 Great Neck, NY 11021	2071642
First Quality Tissue, LLC	Limited Liability Company	Delaware	80 Cuttermill Road, Suite 500 Great Neck, NY 11021	3566471
Nutek Disposables, Inc.	Corporation	Pennsylvania	80 Cuttermill Road, Suite 500 Great Neck, NY 11021	276045
First Quality Baby Products, LLC	Limited Liability Company	Delaware	80 Cuttermill Road, Suite 500 Great Neck, New York 11021	4400622

<u>Full Legal Name</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>	<u>Chief Executive Office/Sole Place of Business</u>	<u>Organization I.D.#</u>
First Quality Water & Beverage, LLC	Limited Liability Company	Delaware	80 Cuttermill Road, Suite 500 Great Neck, New York 11021	4409912
First Quality Retail Services, LLC	Limited Liability Company	Delaware	80 Cuttermill Road, Suite 500 Great Neck, New York 11021	4493388
Tyco Healthcare Retail Group GPS	General Partnership	Delaware	80 Cuttermill Road, Suite 500 Great Neck, New York 11021	N/A
Paragon Trade Brands, Inc.	Corporation	Delaware	80 Cuttermill Road, Suite 500 Great Neck, New York 11021	2302435
Private Products, Inc.	Corporation	Delaware	80 Cuttermill Road, Suite 500 Great Neck, New York 11021	2480496
PTB Acquisition Sub, Inc.	Corporation	Delaware	80 Cuttermill Road, Suite 500 Great Neck, New York 11021	2566150
PTB Holdings, Inc.	Corporation	Ohio	80 Cuttermill Road, Suite 500 Great Neck, New York 11021	840753

- (2) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

Name of Grantor

Trade Name

First Quality Products, Inc.

First Quality Products Inc.

First Quality Retail Services, LLC; Tyco Healthcare Retail Group GPS; Paragon Trade Brands, Inc.; Private Products, Inc.; PTB Acquisition Sub, Inc.; PTB Holdings, Inc.

Tyco Healthcare Retail Group, Inc.

- (3) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure within past five (5) years:

Name of Grantor

Former Name

First Quality Products, Inc.

First Quality Products Inc.

First Quality Retail Services, LLC; Tyco Healthcare Retail Group GPS; Paragon Trade Brands, Inc.; Private Products, Inc.; PTB Acquisition Sub, Inc.; PTB Holdings, Inc.

Tyco Healthcare Retail Group, Inc. merged with and into, and the intellectual property assets were purchased by, First Quality Retail Services, LLC on April 18, 2008

- (5) Financing Statements:

Name of Grantor

Filing Jurisdiction(s)

First Quality Enterprises, Inc.

PA-SOS

First Quality International, Inc.

NY-SOS

First Quality Products, Inc.

NY-SOS

First Quality Hygienic, Inc.

PA-SOS

First Quality Nonwovens, Inc.

PA-SOS

First Quality Tissue, LLC

DE-SOS

First Quality Baby Products, LLC

DE-SOS

First Quality Water & Beverage, LLC

DE-SOS

First Quality Retail Services, LLC

DE-SOS

Tyco Healthcare Retail Group GPS

NY-SOS

Paragon Trade Brands, Inc.

DE-SOS

Private Products, Inc.

DE-SOS

PTB Acquisition Sub, Inc.

DE-SOS

PTB Holdings, Inc.

OH-SOS

SCHEDULE II  
TO SECURITY AGREEMENT

Location of Collateral

<u>Name of Grantor</u>	<u>Location of Equipment and Inventory</u>
First Quality Products, Inc.	80 Cuttermill Road, Suite 500 Great Neck, NY 11021 Nassau County
First Quality Products, Inc.	Clinton County Industrial Park 121 North Road Post Office Box 270 McElhattan, PA 17748 Clinton County
First Quality Products, Inc.	610 Washington Avenue Jersey Shore, PA 17740 Lycoming County
First Quality Products, Inc.	202 East 7 <sup>th</sup> Street Watsonstown, PA 17777 Northumberland County
First Quality Products, Inc.	101 Innovation Blvd., Suite 314 State College, PA 16803 Centre County
First Quality Products, Inc.	Hope Enterprises 136 Catwisa Avenue Williamsport, PA 17701 Lycoming County
First Quality Hygienic, Inc.	80 Cuttermill Road, Suite 500 Great Neck, NY 11021 Nassau County
First Quality Hygienic, Inc.	Clinton County Industrial Park 121 North Road Post Office Box 330 McElhattan, PA 17748 Clinton County

<u>Name of Grantor</u>	<u>Location of Equipment and Inventory</u>
First Quality Hygienic, Inc.	610 Washington Avenue Jersey Shore, PA 17740 Lycoming County
First Quality Hygienic, Inc.	101 Innovation Blvd., Suite 314 State College, PA 16803 Centre County
First Quality Hygienic, Inc.	9304 Southeast Main Street Milwaukee, OR 97222 Clackamas County
First Quality Nonwovens, Inc.	80 Cuttermill Road, Suite 500 Great Neck, NY 11021 Nassau County
First Quality Nonwovens, Inc.	Humboldt West Industrial Park Hazleton, PA 18201 Luzerne County
First Quality Nonwovens, Inc.	Clinton County Industrial Park 121 North Road Post Office Box 307 McElhattan, PA 17748 Clinton County
First Quality Nonwovens, Inc.	200 Patton Avenue Greensboro, NC 27406 Guilford County
First Quality Nonwovens, Inc.	1006 19th Street Hickory, NC 28602 Catawba County
First Quality Nonwovens, Inc.	101 Innovation Blvd., Suite 314 State College, PA 16803 Centre County

<u>Name of Grantor</u>	<u>Location of Equipment and Inventory</u>
First Quality Nonwovens, Inc.	1 Oak Ridge Road Hazleton, PA 18201 Luzerne County
First Quality International, Inc.	80 Cuttermill Road, Suite 500 Great Neck, NY 11021 Nassau County
First Quality International, Inc.	Clinton County Industrial Park 121 North Road Post Office Box 334 McElhattan, PA 17748 Clinton County
First Quality International, Inc.	101 Innovation Blvd., Suite 314 State College, PA 16803 Centre County
First Quality Enterprises, Inc.	80 Cuttermill Road, Suite 500 Great Neck, NY 11021 Nassau County
First Quality Enterprises, Inc.	Clinton County Industrial Park 121 North Road Post Office Box 331 McElhattan, PA 17748 Clinton County
First Quality Enterprises, Inc.	101 Innovation Blvd., Suite 314 State College, PA 16803 Centre County
First Quality Tissue, LLC	80 Cuttermill Road, Suite 500 Great Neck, NY 11021 Nassau County
First Quality Tissue, LLC	904 Woods Avenue Lock Haven, PA 17745 Clinton County

Name of Grantor  
First Quality Tissue, LLC

Location of Equipment and Inventory  
Clinton County Industrial Park  
121 North Road  
Post Office Box 331  
McElhattan, PA 17748  
Clinton County

First Quality Tissue, LLC

101 Innovation Blvd., Suite 314  
State College, PA 16803  
Centre County



<u>Name of Grantor</u>	<u>Location of Equipment and Inventory</u>
Nutek Disposables, Inc.	80 Cuttermill Road, Suite 500 Great Neck, NY 11021 Nassau County
Nutek Disposables, Inc.	101 Innovation Blvd., Suite 314 State College, PA 16803 Centre County
Nutek Disposables, Inc.	Clinton County Industrial Park 121 North Road McElhattan, PA 17748 Clinton County
Nutek Disposables, Inc.	Clinton County Industrial Park 79 South Road McElhattan, PA 17748 Clinton County
First Quality Baby Products, LLC	1080 Loop Road Lewistown, PA 17044 Misslin County
First Quality Water & Beverage, LLC	80 Cuttermill Road, Suite 500 Great Neck, NY 11021 Nassau County
First Quality Water & Beverage, LLC	904 Woods Avenue Lock Haven, PA 17745 Clinton County
First Quality Water & Beverage, LLC	Clinton County Industrial Park 121 North Road Post Office Box 331 McElhattan, PA 17748 Clinton County
First Quality Water & Beverage, LLC	101 Innovation Blvd., Suite 314 State College, PA 16803 Centre County

Name of Grantor  
First Quality Retail Services, LLC

Location of Equipment and Inventory  
201 Greenwood Court  
McDonough, GA 30253

3655-A East Philadelphia Street  
Ontario, CA 91761

125 Greentree Road  
Phoenixville, PA 19456

601 Allendale Road  
King of Prussia, PA 19406

7510 Industrial Highway  
Macon, GA 31216

SCHEDULE III  
TO PLEDGE AND SECURITY AGREEMENT

INVESTMENT RELATED PROPERTY

Pledged Stock:

<u>Debtor/Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Shares Owned</u>	<u># of Shares Pledged</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No. (if uncertificated, please indicate so)</u>
First Quality Retail Services, LLC	Paragon Trade Brands, Inc.	Corporation	100	100	100	100%	3
First Quality Retail Services, LLC	Private Products, Inc.	Corporation	1	1	1	100%	3
Paragon Trade Brands, Inc.	PTB Acquisition Sub, Inc.	Corporation	1,000	1,000	1,000	100%	2
Paragon Trade Brands, Inc.	PTB Holdings, Inc.	Corporation	100	100	100	100%	2
Paragon Trade Brands, Inc.	Paragon Trade Brands (Canada) Inc.	Corporation	100	65	100	65%	2

Pledged LLC Interests:

<u>Debtor/Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u>Total Ownership Interest</u>	<u>% of Interest Pledged</u>	<u>Certificate No. (if uncertificated, please indicate so)</u>
First Quality Baby Products, LLC	First Quality Retail Services, LLC	Limited Liability Company	100%	100%	N/A

Pledged Partnership Interests:

<u>Debtor/Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u>Total Ownership Interest</u>	<u>% of Interest Pledged</u>	<u>Certificate No. (if uncertificated, please indicate so)</u>
Paragon Trade Brands, Inc.	Tyco Healthcare Retail Group GPS	General Partnership	63% General Partnership Interest	100%	N/A
First Quality Retail Services, LLC	Tyco Healthcare Retail Group GPS	General Partnership	37% General Partnership Interest	100%	N/A

Pledged Trust Interests:

None.

Pledged Debt:

None.

Securities Accounts:

None.

Commodities Accounts:

Deposit Accounts:

<u>Grantor</u>	<u>Name of Depository Bank</u>	<u>Account Number</u>	<u>Account Name</u>
First Quality	JPMCB	304670944	Main Operating Account
First Quality Products, Inc.	JPMCB	304683507 601890510	Operating Account Controlled Disbursement
First Quality Baby Products, LLC	JPMCB	769025909 769025891 5368	Operating Account Controlled Disbursement Lockbox

Grantor	Name of Depository Bank	Account Number	Account Name
First Quality Hygienic, Inc	JPMCB	304683515 601890502	Operating Account Controlled Disbursement
First Quality Nonwovens, Inc.	JPMCB	304683523 601890494	Operating Account Controlled Disbursement
First Quality Enterprises, Inc	JPMCB	304683531 601890486	Operating Account Controlled Disbursement
First Quality International, Inc.	JPMCB	304683566 601890478	Operating Account Controlled Disbursement
Nutek Disposables Inc	JPMCB	304683574 601890445	Operating Account Controlled Disbursement
First Quality Tissue, LLC	JPMCB	304683582 601890437	Operating Account Controlled Disbursement
First Quality International Inc (CAD)	JPMCB	4666808101	Used for CAD collections
First Quality Enterprises, Inc	Citizens Bank	669900-6391	Operating Account
First Quality Products, Inc.	Citibank	47078902	For New York Petty Cash
First Quality International, Inc.	Wachovia-First Union	201452646513	Used for collection of letters of credit
First Quality Retail Services, LLC	JPMCB	769-026261 769-026279 5602	Operating Account Controlled Disbursement Lockbox
First Quality	Mellon Bank	006-0960	Operating Account

Schedule III - 3

Grantor	Name of Depository Bank	Account Number	Account Name
Retail Services, LLC		018-1243 103-4595 018-1171	Controlled Disbursement Payroll Lockbox
First Quality Nonwovens, Inc.	Hypo Vereinsbank - Germany	248-537-0	Payroll Account
First Quality Enterprises, Inc. (Euro)	JPMCB	IBAN: GB74 CHAS 6092 4236 804401	Used for Euro transactions
First Quality Enterprises, Inc. (Euro)	JPMCB	36804401	Used for Euro transactions
First Quality International, Inc. (Euro)	Royal Bank of Scotland - United Kingdom	IBAN: GB76 RBOS 1610 7010 097257	Used for Euro transactions
First Quality International, Inc. (Sterling)	Royal Bank of Scotland - United Kingdom	21780858	For UK Collections and expenses

INTELLECTUAL PROPERTY LICENSES

1. Joint Development Agreement between First Quality Nonwovens, Inc. and Schill & Seilacher Aktiengesellschaft, dated March 27, 2001
2. Agreement between First Quality Products, Inc. and Paul Hartmann AG, dated August 7, 2006
3. Patent Licence Agreement between First Quality Hygienic Inc. and Kelheim Fibres GmbH, dated October 21, 2005

FIRST QUALITY PATENT SCHEDULE

FIRST QUALITY PRODUCTS, INC.

Country	Patent No. Serial No.	Issue Date (Filing Date)	Title	Status/Comments
United States	(10/849,460)	(5/19/2004)	Absorbent article with layered acquisition/distribution system	Published JP Morgan Lien
United States	(10/470,625)	(2/27/2005)	Absorbent articles having improved fastening system	Published JP Morgan Lien
United States	(10/852,803)	(5/25/2004)	Acquisition/distribution layer	Published JP Morgan Lien
United States	6413249 (09/097,198)	7/2/2002	Disposable absorbent article having elastically contractible waist and side	Issued JP Morgan Lien Citizens Bank Lien
United States	7037299 (10/900,634)	5/2/2006 (7/28/2004)	Disposable elastic absorbent article having retaining enclosures	Issued JP Morgan Lien
United States	6306121 (09/149,265)	10/23/2001	Disposable elastic absorbent article having triple member closure	Issued JP Morgan Lien Citizens Bank Lien
United States	6752796 (09/965,381)	6/22/2004	Disposable pant type absorbent article	Issued JP Morgan Lien Citizens Bank Lien
United States	(10/646,937)	(8/22/2003)	Disposable pant type absorbent article having improved multifold fastening system and method of making same	Published JP Morgan Lien Citizens Bank Lien

Country	Patent No. Serial No.	Issue Date (Filing Date)	Title	Status/Comments
United States	(10/266,420)	(10/8/2002)	Disposable pant type absorbent article with improved fasteners and method of making same	Published JP Morgan Lien Citizens Bank Lien
United States	6852101 (10/066,721)	2/8/2005	Liquid absorbent pad having a single large through slit and absorbent article comprising same	Issued JP Morgan Lien Citizens Bank Lien
United States	6936129 (09/891,976)	8/30/2005	Method of making a winged absorbent article	Issued JP Morgan Lien Citizens Bank Lien
United States	(10/909,929)	(8/2/2004)	Reduction of odors in absorbent articles	Published JP Morgan Lien
United States	7172584 (10/208,615)	2/6/2007 (7/30/2002)	Sanitary elasticized male guard	Issued JP Morgan Lien Citizen Bank Lien
United States	(10/911,415)	(8/4/2004)	Skin friendly diaper	Published JP Morgan Lien
United States	(10/841,119)	(5/7/2004)	Skin friendly diaper	Published JP Morgan Lien
United States	(10/978,135)	(10/29/2004)	Thin protective underwear	Published JP Morgan Lien
United States	(11/364,602)	(2/27/2006)	Disposable elastic absorbent article having retaining enclosure	Published
United States	(11/508,100)	(8/22/2006)	Reduction of odors in absorbent articles	Published
United States	(11/542,854)	(10/4/2006)	Fastener with adhesive blocker	Pending
United States	(11/607,624)	(11/30/2006)	Skin friendly diaper	Pending
United States	(60/734,926)	(9/11/2005)	Releasable nonwoven wrapper for an absorbent article	Pending



FIRST QUALITY NONWOVENS, INC.

Country	Serial No.	Filing Date	Title	Status/Comments
United States	6689242 (09/816,666)	2/10/2004	Acquisition/distribution layer and method of making same	Issued  JP Morgan Lien Citizen Bank Lien
United States	6632385 (09/817,013)	10/14/2003	Condrapable hydrophobic nonwoven web and method of making same	Issued  Co-owned by Shill & Seilacher Citizen Bank Lien JP Morgan Lien
United States	6803103 (10/603,298)	10/12/2004	Condrapable hydrophobic nonwoven web and method of making same	Issued  Citizen Bank Lien JP Morgan Lien
United States	(10/938,079)	(9/10/2004)	Hydroengorged spunmelt nonwovens	Published  JP Morgan Lien
United States	(11/888,757)	(8/2/2007)	Hydroengorged spunmelt nonwovens	Published
United States	6488801 (09/594,231)	12/3/2002	Method of making media of controlled porosity and product thereof	Issued  JP Morgan Lien
United States	6319455 09/613,469	11/20/2001	Improved nonwoven fabric with high CD elongation and method of making same	Issued  Citizen Bank Lien JP Morgan Lien
United States	6413344 (09/334,587)	7/2/2002	Method of making media of controlled porosity	Issued  Citizen Bank Lien JP Morgan Lien
United States	6521555 (09/496,687)	2/18/2003	Method of making media of controlled porosity and product thereof	Issued  JP Morgan Lien
United States	6872274 (09/971,797)	3/29/2005	Method of making nonwoven with non-symmetrical bonding configuration	Issued  Citizen Bank Lien JP Morgan Lien
United States	6331345 09/460,659	12/18/2001	Nonwoven fabric with high CD elongation and method of making same	Issued  Citizen Bank Lien JP Morgan Lien
United States	6331268 (09/373,826)	12/18/2001	Nonwoven fabric with high CD elongation and method of making same	Issued  Citizen Bank Lien JP Morgan Lien
United States	6436512 (09/953,390)	8/20/2002	Nonwoven fabric with high CD elongation and method of making same	Issued  Citizen Bank Lien JP Morgan Lien

Country	Serial No.	Filing Date	Title	Status/Comments
United States	6610390 (09/613,192)	8/26/2003	Nonwoven with non-symmetrical bonding configuration	Issued  Citizen Bank Lien JP Morgan Lien
United States	6537644 (09/460,660)	3/25/2003	Nonwoven with non-symmetrical bonding configuration	Issued  Citizen Bank Lien JP Morgan Lien
United States	(11/107,555)	(4/15/2005)	Plastically deformable nonwoven web	Published  JP Morgan Lien
United States	(10/938,685)	(9/10/2004)	Absorbent Article having a loopless fastening system	Published  JP Morgan Lien
United States	(60/791,010)	(4/10/2006)	Contendered nonwoven/pulp composite fabric and method for making the same	Pending
United States	(60/964,756)	(8/15/2007)	Nonwoven fabric and process of manufacturing thereof	Pending

FIRST QUALITY ENTERPRISES, INC.

Country	Serial No.	Filing Date	Title	Status/Comments
United States	(10/662,700)	(9/15/2003)	Enhanced method of radio and TV advertising	Published  Citizen Bank Lien JP Morgan Lien

NUTEK DISPOSABLES, INC.

Country	Serial No.	Filing Date	Title	Status/Comments
United States	(11/434,962)	(5/16/2006)	Dispenser lid and container including the same	Published
United States	(11/803,963)	(5/16/2007)	Dispenser lid and container including the same	Published

FIRST QUALITY TISSUE LLC.

Country	Serial No.	Filing Date	Title	Status/Comments
United States	D561,481 (29/264,588)	2/12/2008 (8/14/2006)	Surface pattern for a paper product	Granted
United States	D554,867 (29/264,587)	11/13/2007 (8/14/2006)	Surface pattern for a paper product	Granted
United States	(29/291,043)	(8/10/2007)	Surface pattern for a paper product	Allowed

PARAGON TRADE BRANDS, INC.

Cty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
CA	ORD	ABSORBENT LAMINATE	2326564	30-Mar-99	Allowed		
US	ORD	DISPOSABLE ARTICLE WITH WETNESS/DRYNESS INDICATOR	10/255108	26-Sep-02	Appealed		

Clty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
EP	ORD	CHILD'S TRAINING PANTS AND PROCESS OF MANUFACTURE	90119775.6	15-Oct-90	Converted	0456885	15-Feb-95
EP	ORD	DIAPER WITH REDUCED MATERIAL CONSUMPTION TOPSHEET AND IMPROVED FECAL CONTAINMENTS	91109901.8	17-Jun-91	Converted	0516877	11-Sep-96
WO	ORD	SUPERABSORBENT COMPOSITION AND ABSORBENT ARTICLE USING THE SAME	US00/30240	02-Nov-00	Converted		
WO	ORD	SUPERABSORBENT POLYMERS PROVIDING LONG-TERM GENERATION OF FREE VOLUME IN PARTIALLY HYDRATED ABSORBENT CORES	PCTUS0211184	10-Apr-02	Converted		
WO	ORD	LEG GASKETING INDEX FOR ABSORBENT UNDERGARMENTS	PCTUS0300613	10-Jan-03	Converted		
BR	PCT	ABSORBENT PRODUCT AND METHOD OF MANUFACTURING THE SAME	PI9508770-2	10-Aug-95	Granted	PI9508770-2	21-Jun-05
CA	PCT	ABSORBENT PRODUCT AND METHOD OF MANUFACTURING THE SAME	2198342	10-Aug-95	Granted	1488027	23-Jul-97
CN	PCT	ABSORBENT PRODUCT AND METHOD OF MANUFACTURING THE SAME	95195402.4	10-Aug-95	Granted	95195402.4	21-Apr-04
DE	EPC	ABSORBENT PRODUCT AND METHOD OF MANUFACTURING THE SAME	95928014.0	10-Aug-95	Granted	EP0901780	03-Jan-03
EP	PCT	ABSORBENT PRODUCT AND METHOD OF MANUFACTURING THE SAME	95928014.0	10-Aug-95	Granted	0901780	03-Jan-03
FR	EPC	ABSORBENT PRODUCT AND METHOD OF MANUFACTURING THE SAME	95928014.0	10-Aug-95	Granted	EP0901780	03-Jan-03

Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
GB	EPC	ABSORBENT PRODUCT AND METHOD OF MANUFACTURING THE SAME	95928014.0	10-Aug-95	Granted	EP0901780	03-Jan-03
MX	PCT	ABSORBENT PRODUCT AND METHOD OF MANUFACTURING THE SAME	971317	10-Aug-95	Granted	215308	18-Jul-03
US	CPA	ABSORBENT PRODUCT AND METHOD OF MANUFACTURING THE SAME	08/793369	24-Feb-97	Granted	6491676 B1	10-Dec-02
US	CON	DISPOSABLE ELASTIC STRUCTURE	742223	06-Aug-91	Granted	5209801	11-May-93
US	ORD	DISPOSABLE ELASTIC STRUCTURE	245492	19-Sep-88	Granted	4977011	11-Dec-90
DE	EPC	DISPOSABLE DIAPER WITH REFASTENABLE MECHANICAL FASTENING SYSTEM	90104041.0	02-Mar-90	Granted	69015850	11-Jan-95
ES	EPC	DISPOSABLE DIAPER WITH REFASTENABLE MECHANICAL FASTENING SYSTEM	90104041.0	02-Mar-90	Granted	2069615	11-Jan-95
FR	EPC	DISPOSABLE DIAPER WITH REFASTENABLE MECHANICAL FASTENING SYSTEM	90104041.0	02-Mar-90	Granted	0388681	11-Jan-95
GB	ORD	DISPOSABLE DIAPER WITH REFASTENABLE MECHANICAL FASTENING SYSTEM	90104041.0	02-Mar-90	Granted	388681	11-Jan-95
IT	EPC	DISPOSABLE DIAPER WITH REFASTENABLE MECHANICAL FASTENING SYSTEM	90104041.0	02-Mar-90	Granted	0388681	11-Jan-95
SE	EPC	DISPOSABLE DIAPER WITH REFASTENABLE MECHANICAL FASTENING SYSTEM	90104041.0	02-Mar-90	Granted	0388681	11-Jan-95
US	CON	DISPOSABLE DIAPER WITH REFASTENABLE MECHANICAL FASTENING SYSTEM	918279	22-Jul-92	Granted	5324279	14-Dec-93
US	CON	DISPOSABLE DIAPER WITH REFASTENABLE MECHANICAL FASTENING SYSTEM	677606	27-Mar-91	Granted	5269776	14-Dec-93

Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
US	DIV	DISPOSABLE DIAPER WITH REFASTENABLE MECHANICAL FASTENING SYSTEM	114513	31-Aug-93	Granted	5342344	30-Aug-94
US	CON	DISPOSABLE DIAPER WITH REFASTENABLE MECHANICAL FASTENING SYSTEM	236561	28-Apr-94	Granted	5545159	13-Aug-96
US	DIV	ELASTIC BAND HEAT ACTIVATION SYSTEM	114501	31-Aug-93	Granted	5368666	29-Nov-94
US	CON	ELASTIC BAND HEAT ACTIVATION SYSTEM	130531	01-Oct-93	Granted	5340431	23-Aug-94
US	ORD	ELASTIC BAND HEAT ACTIVATION SYSTEM	595048	09-Oct-90	Granted	5140757	25-Aug-92
MX	ORD	ABSORBENT GARMENT WITH TARGET REGION AND END CAPS	933239	31-May-93	Granted	190649	11-Dec-98
US	ORD	ABSORBENT GARMENT WITH TARGET REGION AND END CAPS	929812	14-Aug-92	Granted	5330598	19-Jul-94
CA	ORD	DISPOSABLE ABSORBENT GARMENT	2123553	13-May-94	Granted	2123553	09-Dec-97
US	ORD	DISPOSABLE ABSORBENT GARMENT	068505	26-May-93	Granted	5346487	13-Sep-94
CA	ORD	DISPOSABLE DIAPER HAVING POCKET CONTAINMENTS AND A METHOD FOR MANUFACTURING THE SAME	2097437	01-Jun-93	Granted	2097437	17-Aug-04
US	CON	DISPOSABLE DIAPER HAVING POCKET CONTAINMENTS AND A METHOD FOR MANUFACTURING THE SAME	08/613427	03-Jan-96	Granted	6494872	17-Dec-02
US	DES	INSERT PAD FOR A DIAPER OR PAD	744214	12-Aug-91	Granted	D349159	26-Jul-94
US	DES	INSERT PAD FOR A DIAPER OR PAD	744213	12-Aug-91	Granted	D350197	30-Aug-94
US	DES	INSERT PAD FOR A DIAPER OR PAD	744215	12-Aug-91	Granted	D350198	30-Aug-98
US	DES	INSERT PAD FOR A DIAPER OR PAD	745124	12-Aug-91	Granted	D345014	09-Mar-94
US	DES	INSERT PAD FOR A DIAPER OR PAD	745124	12-Aug-91	Granted	D350196	30-Aug-94
US	DES	INSERT PAD FOR A DIAPER OR PAD	018395	04-Feb-94	Granted	D353670	20-Dec-94
CA	PCT	ABSORBENT PRODUCT	2104959	26-Feb-92	Granted	2104959	07-Jul-98

Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
US	DIV	ABSORBENT PRODUCT	863323	01-Apr-92	Granted	5281207	25-Jan-94
US	DIV	ABSORBENT PRODUCT	782938	25-Oct-91	Granted	5171391	15-Dec-92
US	CPA	ABSORBENT GARMENT WITH CONTAINMENT POCKET	702201	21-Jan-00	Granted	6077254	20-Jun-00
US	ORD	ABSORBENT GARMENT WITH CONFORMABLE PADS	210360	17-Mar-94	Granted	5464402	07-Nov-95
US	DIV	ABSORBENT GARMENT WITH CONFORMABLE PADS	534236	25-Sep-95	Granted	5567265	22-Oct-96
US	ORD	APPARATUS AND METHOD FOR APPLYING TENSIONED ELASTIC TO MATERIAL	222969	05-Apr-94	Granted	5429694	20-Jul-95
US	CON	WAIST ELASTIC APPLICATOR FOR A DIAPER OR SIMILAR ARTICLE	341304	16-Nov-94	Granted	5545285	13-Aug-96
US	ORD	LEG ELASTIC APPLICATOR WHICH MAINTAINS THE SPACING BETWEEN THE ELASTICS SUBSTANTIALLY CONSTANT	08/233247	26-Apr-94	Granted	5500075	19-Mar-96
US	DIV	LEG ELASTIC APPLICATOR WHICH MAINTAINS THE SPACING BETWEEN THE ELASTICS SUBSTANTIALLY CONSTANT	617411	18-Mar-96	Granted	5660664	26-Aug-97
US	DIV	APPARATUS AND METHOD FOR PRODUCING ELASTICIZED UNDERGARMENT PRODUCTS	774021	27-Dec-96	Granted	5788805	04-Aug-98
US	ORD	APPARATUS AND METHOD FOR PRODUCING ELASTICIZED UNDERGARMENT PRODUCTS	250289	27-May-94	Granted	5626711	06-May-97

Clty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
US	ORD	ABSORBENT ARTICLE HAVING AUXILLARY ABSORBING MEMBER HAVIN STANDING LEG GATHERS	853928	19-Mar-92	Granted	5236428	17-Aug-93
US	ORD	ATTACHMENTS MEANS AND INCONTINENT GARMENT INCORPORATING SAME	230109	09-Aug-88	Granted	4911702	27-Mar-90
US	ORD	HEAT-SHRUNK PROTECTIVE PACKAGING FOR MULTIPLE UNITS	512706	23-Apr-90	Granted	5048687	17-Sep-91
US	ORD	RAISED ELASTICIZED BARRIER FOR ABSORBENT ARTICLE	291396	16-Aug-94	Granted	5576091	19-Nov-96
MX	ORD	ABSORBENT ARTICLE AND METHOD OF MANUFACTURING THE SAME TIME	943905	25-May-94	Granted	199581	17-Nov-00
US	DIV	ABSORBENT ARTICLE AND METHOD OF MANUFACTURING THE SAME TIME	09/134814	17-Aug-98	Granted	6013065	11-Jan-00
US	CIP	ABSORBENT ARTICLE AND METHOD OF MANUFACTURING THE SAME TIME	08/674815	03-Jul-96	Granted	5830203	03-Nov-98
US	ORD	APPARATUS AND METHOD FOR APPLYING TRANSVERSE TENSIONED ELASTIC	263872	21-Jun-94	Granted	5531850	02-Jul-96
US	ORD	ABSORBENT ARTRICLE AND MANUFACTURING THE SAME	08/553636	05-Mar-96	Granted	5746730	05-May-98
US	CON	STRETCH-ACTIVATED ELASTIC COMPOSITE	08/663300	21-Jun-96	Granted	6313372	06-Nov-01
US	CPA	POROUS COMPOSITE SHEET AND PROCESS FOR THE PRODUCTION THEREOF	08/983450	14-Apr-00	Granted	6258196	10-Jul-01
US	CON	ADHESIVE CLOSURE SYSTEM FOR DISPOSABLE DIAPERS	824928	31-Jan-86	Granted	4985025	15-Jan-91
US	ORD	DISPOSABLE DIAPER WITH CENTER GATHERS	07/263260	27-Oct-88	Granted	4935021	19-Jun-90

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US	CON	LOW BULK DISPOSABLE DIAPERS	596756	31-Oct-90	Granted	5098423	24-Mar-92
US	CON	METHOD OF MAKING BODY MEMBER CONFORMABLE DISPOSABLE ARTICLES	269275	09-Nov-88	Granted	4941933	17-Jul-90
US	CPA	ABSORBENT GARMENT WITH TOP SHEET IMPEDIMENTS TO LIQUID FLOW	08/897621	23-Nov-99	Granted	6222092	24-Apr-01
US	ORD	ABSORBENT CORE STRUCTURE COMPRISED OF STORAGE AND ACQUISITION CELLS	537244	29-Sep-95	Granted	5643238	01-Jul-97
US	ORD	OVERLAPPED-STYLE ABSORBENT CORE STRUCTURE COMPRISING MULTIPLE STORAGE AND ACQUISITION CELLS	08/536659	29-Sep-95	Granted	5863288	26-Jan-99
US	ORD	PERINEAL SHIELD	097990	17-Sep-87	Granted	4753645	28-Jun-88
US	ORD	VENTILATED DIAPER OR INCONTINENT GARMENT	142165	11-Jan-88	Granted	4887602	19-Dec-89
US	CON	APPARATUS FOR SYNCHRONOUS IN-LINE PLACEMENT OF ABSORBENT PANEL COMPONENT	057440	04-May-93	Granted	5415716	16-May-95
US	ORD	MODULAR APPARATUS FOR FABRICATING AN ABSORBENT ARTICLE	942926	10-Sep-92	Granted	5383988	24-Jan-95
US	DIV	GARMENT WITH BARRIER DEVICE AND APPARATUS AND METHOD FOR PRODUCTION SUCH GARMENT	09/066555	28-Apr-98	Granted	6562015	13-May-03
US	ORD	GARMENT WITH BARRIER DEVICE AND APPARATUS AND METHOD FOR PRODUCTION SUCH GARMENT	08/521397	28-Aug-95	Granted	5766411	16-Jun-98
CA	ORD	DISPOSABLE ABSORBENT GARMENT WITH COMPOSITE TOPSHEET ASSEMBLY	2092313	25-Oct-91	Granted	2092313	21-Nov-95



Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
MX	ORD	DISPOSABLE ABSORBENT GARMENT WITH COMPOSITE TOPSHEET ASSEMBLY	9101934	05-Nov-91	Granted	182636	13-Sep-96
US	ORD	DISPOSABLE ABSORBENT GARMENT WITH COMPOSITE TOPSHEET ASSEMBLY	07/608809	05-Nov-90	Granted	5275590	04-Jan-94
US	CIP	DISPOSABLE ABSORBENT GARMENT WITH COMPOSITE TOPSHEET ASSEMBLY	08/177246	04-Jan-94	Granted	5403301	04-Apr-95
US	CON	DISPOSABLE ABSORBENT PANEL ASSEMBLY	088907	08-Jul-93	Granted	5330456	19-Jul-94
US	PCT	COMPOSITE ELASTIC BODY HAVING MULTISTAGE ELONGATION CHARACTERISTICS AND METHOD OF MANUFACTURING THE SAME	560700	16-Sep-97	Granted	6069097	30-May-00
US	DIV	ABSORBENT ARTICLE	943062	10-Sep-92	Granted	5246429	21-Sep-93
US	ORD	ABSORBENT ARTICLE	365967	14-Jun-89	Granted	5100397	31-Mar-92
US	CIP	DIAPER WITH SOURCE REDUCTION OVERLAY AND HAVING IMPROVED FECAL CONTAINENTS CHARACTERISTICS	710993	06-Jun-91	Granted	5246431	21-Sep-93
US	ORD	DISPOSABLE ABSORBENT ARTICLE HAVING MULTI-COMPONENT UPSTANDING LEG GATHERS	960902	14-Oct-92	Granted	5292316	08-Mar-94
MX	ORD	SUSPENDED ABSORBENT DIAPER ARTICLE	937441	26-Nov-93	Granted	201307	11-Apr-01
US	ORD	SUSPENDED ABSORBENT DIAPER ARTICLE	098701	28-Jul-93	Granted	5389095	14-Feb-95
CA	ORD	GARMENT ABSORBENT STRUCTURE	2103171	16-Nov-93	Granted	2103171	19-Jan-99
MX	ORD	GARMENT ABSORBENT STRUCTURE	9307440	26-Nov-93	Granted	189670	19-Aug-98
US	ORD	GARMENT ABSORBENT STRUCTURE	099072	28-Jul-93	Granted	5397319	14-Mar-95

Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
US	ORD	STRETCHABLE ABSORBENT ARTICLE	098603	28-Jul-93	Granted	5451219	19-Sep-95
US	DIV	MODULAR APPARATUS FOR FABRICATING AN ABSORBENT ARTICLE	316127	30-Sep-94	Granted	5492591	20-Feb-96
US	ORD	DISPOSABLE ABSORBENT ARTICLE WITH SUSPENDED ABSORBENT STRUCURE	193737	09-Feb-94	Granted	5593400	14-Jan-97
CA	ORD	DISPOSABLE DIAPER WITH LONGITUDINAL CENTER GATHERS	614682	29-Sep-89	Granted	1335526	16-May-95
MX	ORD	ABSORBENT PRODUCT	92000798	25-Feb-92	Granted	178046	18-May-95
DE	EPC	CHILD'S TRAINING PANTS AND PROCESS OF MANUFACTURE	90119775.6	15-Oct-90	Granted	69017009.2	15-Feb-95
FR	EPC	CHILD'S TRAINING PANTS AND PROCESS OF MANUFACTURE	90119775.6	15-Oct-90	Granted	0456885	15-Feb-95
GB	EPC	CHILD'S TRAINING PANTS AND PROCESS OF MANUFACTURE	90119775.6	15-Oct-90	Granted	0456885	15-Feb-95
US	CIP	ABSORBENT PANEL STRUCTURE FOR A DISPOSABLE GARMENT	049138	19-Apr-93	Granted	5451442	19-Sep-95
DE	EPC	DIAPER WITH REDUCED MATERIAL CONSUMPTION TOPSHEET AND IMPROVED FECAL CONTAINMENTS	91109901.8	17-Jun-91	Granted	69122089.1	11-Sep-96
FR	EPC	DIAPER WITH REDUCED MATERIAL CONSUMPTION TOPSHEET AND IMPROVED FECAL CONTAINMENTS	91109901.8	17-Jun-91	Granted	0516877	11-Sep-96
GB	EPC	DIAPER WITH REDUCED MATERIAL CONSUMPTION TOPSHEET AND IMPROVED FECAL CONTAINMENTS	91109901.8	17-Jun-91	Granted	0516877	11-Sep-96
US	CIP	ABSORBENT PAD WITH DRVNESS CHARACTERISTICS	07/616079	20-Nov-90	Granted	5318553	07-Jun-94

Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
US	ORD	DISPOSABLE ABSORBENT ARTICLE HAVING AN EXTENDED SUBLAYER	08/473962	07-Jun-95	Granted	5672164	30-Sep-97
MX	ORD	ABSORBENT LAMINATE	009451	30-Mar-99	Granted	219306	05-Mar-04
US	PRI	ABSORBENT LAMINATE	09/050003	30-Mar-98	Granted	6068620	30-May-00
AR	ORD	THREE-PIECE TAPE LANDING ZONE FOR DIAPERS	980102530	29-May-98	Granted	AR012889	14-Dec-05
MX	PCT	THREE-PIECE TAPE LANDING ZONE FOR DIAPERS	9911044	27-May-98	Granted	210470	25-Sep-02
US	PRI	THREE-PIECE TAPE LANDING ZONE FOR DIAPERS	09/076096	12-May-98	Granted	6235011	22-May-01
US	ORD	DIAPER FOR ISOLATING BOWEL MOVEMENT OR STOOLS FROM SKIN	09/095879	11-Jun-98	Granted	6699228	02-Mar-04
BR	PCT	ABSORBENT ARTICLE COMPRISING TOPSHEET AND ABSORBENT CORE WITH LIQUID TRANSFERRING LAYER NEAR BACKSHEET	PI9709150-2	12-Nov-97	Granted	PI9709150-2	16-Apr-02
MX	PCT	ABSORBENT ARTICLE COMPRISING TOPSHEET AND ABSORBENT CORE WITH LIQUID TRANSFERRING LAYER NEAR BACKSHEET	PA/a/1998/007930	12-Nov-97	Granted	245011	13-Apr-07
US	CON	ABSORBENT ARTICLE COMPRISING TOPSHEET AND ABSORBENT CORE WITH LIQUID TRANSFERRING LAYER NEAR BACKSHEET	872628	09-Jun-97	Granted	5891120	06-Apr-99
CH	EPP	DISPOSABLE ABSORBENT ARTICLE WITH UNITARY LEG GATHERS	98920915.0	30-Apr-98	Granted	69835598.9	16-Aug-06
DE	EPP	DISPOSABLE ABSORBENT ARTICLE WITH UNITARY LEG GATHERS	98920915.0	30-Apr-98	Granted	1011576	16-Aug-06

Clty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
EP	PCT	DISPOSABLE ABSORBENT ARTICLE WITH UNITARY LEG GATHERS	98920915.0	30-Apr-98	Granted	1011576	16-Aug-06
FR	EPP	DISPOSABLE ABSORBENT ARTICLE WITH UNITARY LEG GATHERS	98920915.0	30-Apr-98	Granted	1011576	16-Aug-06
GB	EPP	DISPOSABLE ABSORBENT ARTICLE WITH UNITARY LEG GATHERS	98920915.0	30-Apr-98	Granted	1011576	16-Aug-06
US	CPA	DISPOSABLE ABSORBENT ARTICLE WITH UNITARY LEG GATHERS	583761	07-Apr-99	Granted	6123694	26-Sep-00
WO	ORD	DISPOSABLE ABSORBENT ARTICLE WITH UNITARY LEG GATHERS	PCT/US98/08701	30-Apr-98	Granted	.	
CA	DES	DISPOSABLE TRAINING PANT WITH ELASTICIZED SIDE PANELS	2303941	14-Sep-98	Granted	2303941	17-Jan-06
US	DES	DISPOSABLE TRAINING PANT WITH ELASTICIZED SIDE PANELS	29/128260	14-Jun-00	Granted	D525706	25-Jul-06
CH	EPP	ABSORBENT ARTICLE COMPRISING TOPSHEET WITH LOW SURFACTANT OR NO SYNTHETIC SURAFCTANT	00931954.2	27-Apr-00	Granted	1187588	02-Aug-06
DE	EPP	ABSORBENT ARTICLE COMPRISING TOPSHEET WITH LOW SURFACTANT OR NO SYNTHETIC SURAFCTANT	60029782.9	27-Apr-00	Granted	00931954.2	01-Aug-06
EP	PCT	ABSORBENT ARTICLE COMPRISING WITH LOW SURFACTANT OR NO SYNTHETIC SURAFCTANT	00931954.2	27-Apr-00	Granted	1187588	02-Aug-06

Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
FR	EPP	ABSORBENT ARTICLE COMPRISING TOPSHEET WITH LOW SURFACTANT OR NO SYNTHETIC SURAFCTANT	00931954.2	27-Apr-00	Granted	1187588	27-Apr-00
MX	PCT	DISPOSABLE ABSORBENT ARTICLE WITH SUSPEND ABSORBENT STRUCTURE	950861	08-Feb-95	Granted	197959	07-Aug-00
US	PRI	ABSORBENT ARTICLE METHOD AND APPARATUS FOR MAKING THE SAME	09/793679	27-Feb-01	Granted	6848894	01-Feb-05
US	ORD	ABSORBENT ARTICLE WHICH MAINTAINS PROLONGED NATURAL SKIN PH	09/685609	11-Oct-00	Granted	6459014 B1	01-Oct-02
US	ORD	DISPOSABLE ABSORBENT ARTICLE HAVING GRAPHICS AND PROCESS FOR MAKING	09/543781	06-Apr-00	Granted	6558499	06-May-03
US	ORD	ABSORBENT PAD WITH REDUCED REWET PROPERTIES	09/854502	15-May-01	Granted	6610391	26-Aug-03
US	ORD	LOW-DENSITY, SUBSTANTIALLY NON-WICKING LAYERS FOR ABSORBENT ARTICLES	09/829920	11-Apr-01	Granted	6545195	08-Apr-03
US	PRI	SUPERABSORBENT POLYMERS PROVIDING LONG-TERM GENERATION OF FREE VOLUME IN PARTIALLY HYDRATED ABSORBENT CORES	09/828846	10-Apr-01	Granted	6710224	23-Mar-04
US	ORD	ABSORBENT ARTICLE HAVING HYDROPHOBIC LEAK PROTECTION ZONES	09/815392	23-Mar-01	Granted	6548732	15-Apr-03
US	PRI	A NOVEL ABSORBENT CORE ATTACHMENT	09/983993	26-Oct-01	Granted	6753455	22-Jun-04
US	ORD	CONVERTIBLE DIAPER	09/854501	15-May-01	Granted	6572596	03-Jun-03

Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
US	PRI	ABSORBENT ARTICLE WITH FRICTION-INDUCING SUBSTANCES AND METHODS FOR PREPARING SAME	09/983809	25-Oct-01	Granted	6918900	19-Jul-05
US	ORD	ABSORBENT ARTICLE HAVING AN IDEAL CORE DISTRIBUTION AND METHOD OF PREPARING SAME	09/799071	06-Mar-01	Granted	6717029	06-Apr-04
US	CIP	THIN ABSORBENT CORE MADE FROM FOLDED ABSORBENT LAMINATE	09/685607	11-Oct-00	Granted	6632209 B1	14-Oct-03
US	CIP	THIN ABSORBENT CORE MADE FROM FOLDED ABSORBENT LAMINATE	09/676951	02-Oct-00	Granted	6646180	11-Nov-03
US	PRI	FLUID HANDLING LAYERS MADE FROM FOAM AND ABSORBENT ARTICLES CONTAINING SAME	09/987762	15-Nov-01	Granted	6852905	08-Feb-05
US	ORD	ADULT INCONTINENCE ARTICLE WITH BODY SHAPING ELASTICS	09/838251	20-Apr-01	Granted	6620146 B2	16-Sep-03
US	ORD	METHOD OF MAKING DISPOSABLE ABSORBENT ARTICLE HAVING GRAPHICS USING ULTRASONIC THERMAL IMAGING	10/033901	03-Jan-02	Granted	6645330	11-Nov-03
US	PRI	PADDED ABSORBENT ARTICLE	09/971617	09-Oct-01	Granted	6797858	28-Sep-04
US	ORD	APPARATUS AND METHOD FOR ASSEMBLING ABSORBENT GARMENTS	09/970704	05-Oct-01	Granted	6820671	23-Nov-04
US	ORD	APPARATUS AND METHOD FOR REMOVING MATERIAL FROM A FABRIC WEB	09/951743	14-Sep-01	Granted	6635004	21-Oct-03
US	ORD	ELASTIC STRAND COATING PROCESS	10/023791	17-Dec-01	Granted	6610161	26-Aug-03
US	PRI	SYSTEM AND METHOD FOR DRY FORMING ABSORBENT CORES	10/035214	04-Jan-02	Granted	7152761	26-Dec-06

Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
US	PRI	SYSTEM AND METHOD FOR DRY FORMING ABSORBENT CORES	10/046279	16-Jan-02	Granted	6832905	21-Dec-04
US	ORD	SYSTEM AND METHOD FOR FEEDBACK CONTROL OF AN ABSORBENT CORE MANUFACTURING PROCESS	10/054951	25-Jan-02	Granted	6689416	10-Feb-04
US	ORD	SUPERABSORBENT POLYMER TARGETING REGISTRATION OF DRY FORMED COMPOSITE CORES	10/046206	16-Jan-02	Granted	6703846	09-Mar-04
US	ORD	GEOMETRIC FOLDING OF A WEB USED IN A DISPOSABLE ABSORBENT ARTICLE	10/095096	12-Mar-02	Granted	6699166	02-Mar-04
US	PRI	SYSTEM AND METHOD FOR ABSORBENT CORE PRODUCTION	09/930482	16-Aug-01	Granted	7121818	17-Oct-06
US	ORD	ABSORBENT GARMENT TAB HAVING ZONES OF DIFFERENT ELASTICITY	10/012410	12-Dec-01	Granted	6740071	25-May-04
US	DES	PATTERN FOR ABSORBENT GARMENT REAR PORTION	29/193257	07-Nov-03	Granted	D512505	06-Dec-05
US	ORD	METHODS AND SYSTEMS FOR MAKING DISPOSABLE ABSORBENT ARTICLE HAVING GRAPHICS	10/014424	14-Dec-01	Granted	6788803	07-Sep-04
US	PRI	DRY FORMED COMPOSITE WITH CUT AND PLACE LAYERS	10/074215	14-Feb-02	Granted	6641695	04-Nov-03
MX	PCT	ABSORBENT GARMENT TAB HAVING ZONES OF DIFFERENT ELASTICITY	2004/005685	10-Dec-02	Granted	246999	04-Jul-07
US	ORD	ABSORBENT GARMENT TAB HAVING ZONES OF DIFFERENT ELASTICITY	10/012531	12-Dec-01	Granted	6692477	17-Feb-04
US	ORD	LEG GASKETING INDEX FOR ABSORBENT UNDERGARMENTS	10/046553	16-Jan-02	Granted	6682516	27-Jan-04
US	ORD	ABSORBENT GARMENT CLOSURE SYSTEM HAVING NON-LINEAR FASTENING	10/061343	04-Feb-02	Granted	6942651	13-Sep-05

Clty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
WO	ORD	LEG ELASTIC APPLICATOR WHICH MAINTAINS THE SPACING BETWEEN THE ELASTICS SUBSTANTIALLY CONSTANT	PCT/US95/05154	26-Apr-95	Pending		
CN	ORD	ABSORBENT LAMINATE	99806735.0	30-Mar-99	Pending		
EP	ORD	ABSORBENT LAMINATE	99914241.7	30-Mar-99	Pending		
JP	ORD	ABSORBENT LAMINATE	2000-540795	30-Mar-99	Pending		
CA	PCT	ABSORBENT ARTICLE COMPRISING TOPSHEET AND ABSORBENT CORE WITH LIQUID TRANSFERRING LAYER NEAR BACKSHEET	2250531	12-Nov-97	Pending		
MX	PCT	ABSORBENT ARTICLE METHOD AND APPARATUS FOR MAKING THE SAME	3007709	27-Feb-02	Pending		
CA	PCT	ABSORBENT ARTICLE WHICH MAINTAINS PROLONGED NATURAL SKIN PH	2389292	06-Nov-00	Pending		
KR	PCT	ABSORBENT ARTICLE WHICH MAINTAINS PROLONGED NATURAL SKIN PH		06-Nov-00	Pending		
MX	PCT	ABSORBENT ARTICLE WHICH MAINTAINS PROLONGED NATURAL SKIN PH		06-Nov-00	Pending		
WO	ORD	ABSORBENT ARTICLE WHICH MAINTAINS PROLONGED NATURAL SKIN PH	US00/30434	06-Nov-00	Pending		
US	REI	DISPOSABLE ABSORBENT ARTICLE HAVING GRAPHICS AND PROCESS FOR MAKING	11/123251	06-May-05	Pending		



Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
CA	PCT	SUPERABSORBENT POLYMERS PROVIDING LONG-TERM GENERATION OF FREE VOLUME IN PARTIALLY HYDRATED ABSORBENT CORES	2450712	10-Apr-02	Pending		
MX	PCT	SUPERABSORBENT POLYMERS PROVIDING LONG-TERM GENERATION OF FREE VOLUME IN PARTIALLY HYDRATED ABSORBENT CORES	2003/009377	10-Apr-02	Pending		
CA	PCT	ABSORBENT ARTICLE HAVING HYDROPHOBIC LEAK PROTECTION ZONES	2441038	25-Mar-02	Pending		
EP	PCT	ABSORBENT ARTICLE HAVING HYDROPHOBIC LEAK PROTECTION ZONES	02715185.1	25-Mar-02	Pending		
MX	PCT	ABSORBENT ARTICLE HAVING HYDROPHOBIC LEAK PROTECTION ZONES	2003/008558	25-Mar-02	Pending		
WO	ORD	ABSORBENT ARTICLE HAVING HYDROPHOBIC LEAK PROTECTION ZONES	PCTUS02/08840	25-Mar-02	Pending		
WO	ORD	A NOVEL ABSORBENT CORE ATTACHMENT		22-Oct-02	Pending		
WO	ORD	CONVERTIBLE DIAPER		14-May-02	Pending		
CA	PCT	THIN ABSORBENT CORE MADE FROM FOLDED ABSORBENT LAMINATE	2389246	03-Nov-00	Pending		
MX	PCT	THIN ABSORBENT CORE MADE FROM FOLDED ABSORBENT LAMINATE		03-Nov-00	Pending		
WO	ORD	THIN ABSORBENT CORE MADE FROM FOLDED ABSORBENT LAMINATE	PCT/US00/30325	03-Nov-00	Pending		

Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
CA	PCT	FLUID HANDLING LAYERS MADE FROM FOAM AND ABSORBENT ARTICLES CONTAINING SAME	2467425	15-Nov-02	Pending		
MX	PCT	FLUID HANDLING LAYERS MADE FROM FOAM AND ABSORBENT ARTICLES CONTAINING SAME	2004/004624	15-Nov-02	Pending		
CA	PCT	PADDED ABSORBENT ARTICLE	2,462,901	09-Oct-02	Pending		
MX	PCT	PADDED ABSORBENT ARTICLE	2004/003341	09-Oct-02	Pending		
CA	PCT	APPARATUS AND METHOD FOR ASSEMBLING ABSORBENT GARMENTS	2462872	02-Oct-02	Pending		
MX	PRI	APPARATUS AND METHOD FOR ASSEMBLING ABSORBENT GARMENTS	2004/003224	02-Oct-02	Pending		
CA	PCT	Decorative component for an absorbent article.	2,572,781	11-Jul-05	Pending		
EP	PCT	Decorative component for an absorbent article.	05 76 9207.1-1217	11-Jul-05	Pending		
US	PRI	DIAPER BACKSHEET DESIGN	10/886712	09-Jul-04	Pending		
WO	ORD	ABSORBENT GARMENT WITH INCORPORATED SKIN WELLNESS INGREDIENTS	PCTUS02/37228	20-Nov-02	Pending		
CA	PCT	SYSTEM AND METHOD FOR DRY FORMING ABSORBENT CORES	2470416	06-Jan-03	Pending		
MX	PCT	SYSTEM AND METHOD FOR DRY FORMING ABSORBENT CORES	2004/006570	05-Jan-03	Pending		
CA	PCT	MULT-FUNCTIONAL TISSUE FOR ABSORBENT ARTICLE	2492436	04-Aug-03	Pending		

Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
CA	PCT	ABSORBENT ARTICLES CONTAINING ABSORBENT CORES HAVING ZONED ABSORBENCY AND METHODS OF MAKING SAME	2492455	17-Jul-03	Pending		
US	PRI	DRY FORM COMPOSITE CORE WITH GRAVITATIONAL ZONED SUPER ABSORBENT POLYMER AND CRIMPED ENDS	10/200334	23-Jul-02	Pending		
CA	PCT	DISPOSABLE ARTICLE WITH CENTRALLY LOCATED ZONES OF ELASTICITY	2466610	20-Nov-02	Pending		
MX	ORD	DISPOSABLE ARTICLE WITH CENTRALLY LOCATED ZONES OF ELASTICITY	2004/004836	20-Nov-02	Pending		
US	DIV	DISPOSABLE ARTICLE WITH CENTRALLY LOCATED ZONES OF ELASTICITY	10/607975	30-Jun-03	Pending		
WO	ORD	DISPOSABLE ARTICLE WITH CENTRALLY LOCATED ZONES OF ELASTICITY	PCT/US02/37229	20-Nov-02	Pending		
CA	PCT	METHODS AND SYSTEMS FOR MAKING DISPOSABLE ABSORBENT ARTICLE HAVING GRAPHICS	2466895	10-Dec-02	Pending		
MX	PCT	METHODS AND SYSTEMS FOR MAKING DISPOSABLE ABSORBENT ARTICLE HAVING GRAPHICS	2004/005772	10-Dec-02	Pending		
CA	ORD	DRY FORMED COMPOSITE WITH CUT AND PLACE LAYERS	2476272	10-Feb-03	Pending		
MX	PCT	ABSORBENT ARTICLE COMPRISING POLYMER WITH LOW GEL INTEGRITY INDEX	2004/005164	20-Nov-02	Pending		
WO	ORD	ABSORBENT ARTICLE COMPRISING POLYMER WITH LOW GEL INTEGRITY INDEX	PCTUS02/37230	20-Nov-02	Pending		

Clty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
CA	PCT	ABSORBENT GARMENT TAB HAVING ZONES OF DIFFERENT ELASTICITY	2467478	10-Dec-02	Pending		
CA	PCT	DISPOSABLE ARTICLE WITH WETNESS/DRYNESS INDICATOR	2499687	26-Sep-03	Pending		
EP	PCT	DISPOSABLE ARTICLES USING HIGH COLUMN AUL SUPERABSORBENTS	04759176.3	08-Apr-04	Pending		
JP	PCT	DISPOSABLE ARTICLES USING HIGH COLUMN AUL SUPERABSORBENTS	5010836	08-Apr-04	Pending		
MX	PCT			08-Apr-04	Pending		
CA	PCT	LEG GASKETING INDEX FOR ABSORBENT UNDERGARMENTS	2473695	10-Jan-03	Pending		
WO	ORD	ABSORBENT ARTICLE METHOD AND APPARATUS FOR MAKING THE SAME	PCT/US02/05654	27-Feb-02	Published		
EP	PCT	ABSORBENT ARTICLE WHICH MAINTAINS PROLONGED NATURAL SKIN PH	00975582.8-21	06-Nov-00	Published		
EP	PCT	SUPERABSORBENT POLYMERS PROVIDING LONG-TERM GENERATION OF FREE VOLUME IN PARTIALLY HYDRATED ABSORBENT CORES	02807170.2	10-Apr-02	Published		
EP	PCT	THIN ABSORBENT CORE MADE FROM FOLDED ABSORBENT LAMINATE	00978351.5	03-Nov-00	Published		
WO	ORD	FLUID HANDLING LAYERS MADE FROM FOAM AND ABSORBENT ARTICLES CONTAINING SAME	PCTUS0236742	15-Nov-02	Published		
WO	ORD	PADDED ABSORBENT ARTICLE	PCTUS02/32206	09-Oct-02	Published		

Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
EP	PRI	APPARATUS AND METHOD FOR ASSEMBLING ABSORBENT GARMENTS	02776067.7	02-Oct-02	Published		
WO	ORD	APPARATUS AND METHOD FOR ASSEMBLING ABSORBENT GARMENTS	PCTUS02/31218	02-Oct-02	Published		
MX	PCT	Decorative component for an absorbent article.		11-Jul-05	Published		
WO	ORD	Decorative component for an absorbent article.	PCT/US2005/024522	11-Jul-05	Published		
US	PRI	ABSORBENT CORE WITH FOLDING ZONES FOR ABSORBENCY DISTRIBUTION	10/173630	19-Jun-02	Published		
WO	ORD	SYSTEM AND METHOD FOR DRY FORMING ABSORBENT CORES	PCT/US03/00237	06-Jan-03	Published		
US	DIV	SYSTEM AND METHOD FOR DRY FORMING ABSORBENT CORES	10/984867	10-Nov-04	Published		
JP	PCT	MULT-FUNCTIONAL TISSUE FOR ABSORBENT ARTICLE	2004-526292	04-Aug-03	Published		
MX	PCT	MULT-FUNCTIONAL TISSUE FOR ABSORBENT ARTICLE	PA/a/2005/001363	04-Aug-03	Published		
WO	ORD	MULT-FUNCTIONAL TISSUE FOR ABSORBENT ARTICLE	PCT/US03/24055	04-Aug-03	Published		
EP	PCT	ABSORBENT ARTICLES CONTAINING ABSORBENT CORES HAVING ZONED ABSORBENCY AND METHODS OF MAKING SAME	03765616.2	17-Jul-03	Published		
JP	PCT	ABSORBENT ARTICLES CONTAINING ABSORBENT CORES HAVING ZONED ABSORBENCY AND METHODS OF MAKING SAME	2004-523459	17-Jul-03	Published		

Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
MX	PCT	ABSORBENT ARTICLES CONTAINING ABSORBENT CORES HAVING ZONED ABSORBENCY AND METHODS OF MAKING SAME	PA/a/2005/000905	17-Jul-03	Published		
WO	ORD	DRY FORM COMPOSITE CORE WITH GRAVITATIONAL ZONED SUPER ABSORBENT POLYMER AND CRIMPED ENDS	PCT/US03/022218	17-Jul-03	Published		
WO	ORD	METHODS AND SYSTEMS FOR MAKING DISPOSABLE ABSORBENT ARTICLE HAVING GRAPHICS	PCTUS02/39456	10-Dec-02	Published		
MX	ORD	DRY FORMED COMPOSITE WITH CUT AND PLACE LAYERS	2004/007868	10-Feb-03	Published		
WO	ORD	DRY FORMED COMPOSITE WITH CUT AND PLACE LAYERS	PCT/US03/03838	10-Feb-03	Published		
WO	ORD	ABSORBENT GARMENT TAB HAVING ZONES OF DIFFERENT ELASTICITY	PCTUS0239461	10-Dec-02	Published		
MX	PCT	DISPOSABLE ARTICLE WITH WETNESS/DRYNESS INDICATOR	5003205	26-Sep-03	Published		
WO	ORD	DISPOSABLE ARTICLE WITH WETNESS/DRYNESS INDICATOR	PCT/US03/030239	26-Sep-03	Published		
US	PRI	DISPOSABLE ARTICLES USING HIGH COLUMN AUL SUPERABSORBENTS	10/409605	09-Apr-03	Published		
WO	ORD	DISPOSABLE ARTICLES USING HIGH COLUMN AUL SUPERABSORBENTS	PCT/US2004/010605	08-Apr-04	Published		
MX	PCT	LEG GASKETING INDEX FOR ABSORBENT UNDERGARMENTS	2004/006966	10-Jan-03	Published		

Qty	Type	Working Title	Appl. No.	Filing Date	Status	Pat. No.	Issue Date
US	ORD	METHOD AND APPARATUS FOR FORMING TOW-BASED ABSORBENT STRUCTURES WITH A SINGLE CASING SHEET	-192572	4-Apr-02	Granted	6923926	2-Aug-05
US	DIV	METHOD AND APPARATUS FOR FORMING TOW-BASED ABSORBENT STRUCTURES WITH A SINGLE CASING SHEET	2016810	7-Mar-05	Granted	7232300	7-Jul-05

**FIRST QUALITY RETAIL SERVICES, LLC**

*I. Granted Patents and Patent Applications (formerly owned by Tyco Healthcare Retail Group, Inc.)*

Appl. No.	Patent No.	Country	Iss. Date	Exp. Date	Title
19991713	91028	Canada	30-Nov-2000	30-Nov-2010	ABSORBENT PAD
99/5886	87904	France	01-Sep-2000	24-Sep-2049	ABSORBENT PAD
49908863.8	49908863.8	Germany	10-Nov-1999	20-Sep-2019	ABSORBENT PAD
2086178	2086178	United Kingdom	09-Dec-1999	24-Mar-2024	ABSORBENT PAD
29/102379	D422076	United States of America	28-Mar-2000	28-Mar-2014	ABSORBENT PAD
937563.5	E292944	Austria	13-Apr-2005	16-May-2020	DISPOSABLE ABSORBENT ARTICLE WITH WAIST BARRIER INCLUDING BODY-FRIENDLY ADHESIVE
937563.5	1194097	Belgium	13-Apr-2005	16-May-2020	DISPOSABLE ABSORBENT ARTICLE WITH WAIST BARRIER INCLUDING BODY-FRIENDLY ADHESIVE
2374136	2374136	Canada	13-Jun-2006	16-May-2020	DISPOSABLE ABSORBENT ARTICLE WITH WAIST BARRIER INCLUDING BODY-FRIENDLY ADHESIVE
937563.5	1194097	Finland	13-Apr-2005	16-May-2020	DISPOSABLE ABSORBENT ARTICLE WITH WAIST BARRIER INCLUDING BODY-FRIENDLY ADHESIVE
937563.5	1194097	France	13-Apr-2005	16-May-2020	DISPOSABLE ABSORBENT ARTICLE WITH WAIST BARRIER INCLUDING BODY-FRIENDLY ADHESIVE
937563.5	1194097	Germany	13-Apr-2005	16-May-2020	DISPOSABLE ABSORBENT ARTICLE WITH WAIST BARRIER INCLUDING BODY-FRIENDLY ADHESIVE
937563.5	1194097	Ireland	13-Apr-2005	16-May-2020	DISPOSABLE ABSORBENT ARTICLE WITH WAIST BARRIER INCLUDING BODY-FRIENDLY ADHESIVE
937563.5	1194097	Italy	13-Apr-2005	16-May-2020	DISPOSABLE ABSORBENT ARTICLE WITH WAIST BARRIER INCLUDING BODY-FRIENDLY ADHESIVE
937563.5	1194097	Spain	13-Apr-2005	16-May-2020	DISPOSABLE ABSORBENT ARTICLE WITH WAIST BARRIER INCLUDING BODY-FRIENDLY ADHESIVE
937563.5	1194097	Sweden	13-Apr-2005	16-May-2020	DISPOSABLE ABSORBENT ARTICLE WITH WAIST BARRIER INCLUDING BODY-FRIENDLY ADHESIVE
937563.5	1194097	United Kingdom	13-Apr-2005	16-May-2020	DISPOSABLE ABSORBENT ARTICLE WITH WAIST BARRIER INCLUDING BODY-FRIENDLY ADHESIVE
09/318972	6258076	United States of America	10-Jul-2001	26-May-2019	DISPOSABLE ABSORBENT ARTICLE WITH WAIST BARRIER INCLUDING BODY-FRIENDLY ADHESIVE
09/715648	6491677	United States of America	10-Dec-2002	24-Oct-2019	DISPOSABLE ABSORBENT ARTICLE WITH WAIST BARRIER INCLUDING BODY-FRIENDLY ADHESIVE
2723982.1	1397102	European Patent Convention	07-Nov-2007	06-Nov-2020	ABSORBENT ARTICLE WITH FLUID ACQUISITION SYSTEM AND METHOD OF MAKING THE SAME

Appln. No.	Patent No.	Country	Iss. Date	Exp. Date	Title
09/439793	6455753	United States of America	24-Sep-2002	12-Nov-2019	ABSORBENT ARTICLE WITH FLUID ACQUISITION SYSTEM AND METHOD OF MAKING THE SAME
09/562541	6566578	United States of America	20-May-2003	12-Nov-2019	ABSORBENT ARTICLE WITH FLUID ACQUISITION SYSTEM AND METHOD OF MAKING THE SAME
09/847911	6509513	United States of America	21-Jan-2003	12-Nov-2019	ABSORBENT ARTICLE WITH FLUID ACQUISITION SYSTEM AND METHOD OF MAKING THE SAME
2406017	2406017	Canada	11-Jul-2006	16-Feb-2021	TIME RELEASE ODOR CONTROL COMPOSITION FOR A DISPOSABLE ABSORBENT ARTICLE USING SAME
09/506299	6369290	United States of America	09-Apr-2002	17-Feb-2020	TIME RELEASE ODOR CONTROL COMPOSITION FOR A DISPOSABLE ABSORBENT ARTICLE USING SAME
2396788	2396788	Canada	23-May-2005	06-Dec-2020	INCONTINENT SHIELD FOR MALES
PA/a/2002/006741	237806	Mexico	05-Jun-2006	06-Dec-2020	INCONTINENT SHIELD FOR MALES
09/477904	6565548	United States of America	20-May-2003	05-Jan-2020	INCONTINENT SHIELD FOR MALES
09/438898	6436418	United States of America	20-Aug-2002	12-Nov-2019	ABSORBENT ARTICLE WITH SKIN TREATMENT MEANS
2406911	2406911	Canada	13-Sep-2005	12-Apr-2020	PROTECTIVE UNDERWEAR
922066.6	1257240	European Patent Convention			PROTECTIVE UNDERWEAR
	?	France			
	60032942.9-08	Germany			
09/512300	6478786	United States of America	12-Nov-2002	24-Feb-2020	PROTECTIVE UNDERWEAR
2395818	2395818	Canada	11-Apr-2006	15-Nov-2020	EASY TO MANUFACTURE INCONTINENT PAD
983702.2	1263372	France	08-Feb-2006	15-Nov-2020	EASY TO MANUFACTURE INCONTINENT PAD
983702.2	DE60025946T2	Germany	08-Feb-2006	15-Nov-2020	EASY TO MANUFACTURE INCONTINENT PAD
983702.2	1263372	Switzerland	08-Feb-2006	15-Nov-2020	EASY TO MANUFACTURE INCONTINENT PAD
983702.2	1263372	United Kingdom	08-Feb-2006	15-Nov-2020	EASY TO MANUFACTURE INCONTINENT PAD
09/472394	6440112	United States of America	27-Aug-2002	27-Dec-2019	EASY TO MANUFACTURE INCONTINENT PAD
2340256	2340256	Canada	03-Apr-2007	18-May-2020	CLOTH-LIKE BREATHABLE DISPOSABLE ABSORBENT BRIEF WITH REFASTENING MEANS
932519.2	1113773	France	21-Dec-2005	18-May-2020	CLOTH-LIKE BREATHABLE DISPOSABLE ABSORBENT BRIEF WITH REFASTENING MEANS
60024961.1	1113773	Germany	21-Dec-2005	18-May-2020	CLOTH-LIKE BREATHABLE DISPOSABLE ABSORBENT BRIEF WITH REFASTENING MEANS
932519.2	1113773	Italy	21-Dec-2005	18-May-2020	CLOTH-LIKE BREATHABLE DISPOSABLE ABSORBENT BRIEF WITH REFASTENING MEANS
932519.2	1113773	Spain	21-Dec-2005	18-May-2020	CLOTH-LIKE BREATHABLE DISPOSABLE ABSORBENT BRIEF WITH REFASTENING MEANS
932519.2	1113773	United Kingdom	21-Dec-2005	18-May-2020	CLOTH-LIKE BREATHABLE DISPOSABLE ABSORBENT BRIEF WITH REFASTENING MEANS
-355866	6307120	United States of America	23-Oct-2001	09-Jun-2019	DISPOSABLE ABSORBENT BRIEF WITH REFASTENING MEANS
	133592	Spain	01-Jan-2001		APERTURED COVERSTOCK FOR ABSORBENT ARTICLES
09/522235	6544244	United States of America	08-Apr-2003	09-Mar-2020	DISPOSABLE ABSORBENT ARTICLE HAVING A REINFORCED FASTENING TAPE LANDING ZONE
2416269	2416269	Canada	09-May-2006	19-Jul-2021	LIGHT INCONTINENT PRODUCT



Appln. No.	Patent No.	Country	Iss. Date	Exp. Date	Title
1955873.3	1304986	European Patent Convention	21-Nov-2007	19-Jul-2021	LIGHT INCONTINENT PRODUCT
09/624088	6506961	United States of America	14-Jan-2003	24-Jul-2020	LIGHT INCONTINENT PRODUCT
219026	6525239	United States of America	25-Feb-2003	20-Feb-2021	THONG PANTILINER WITH IMPROVED WICKING CHARACTERISTICS
2416430	2416430	Canada	14-Feb-2006	12-Jul-2021	PACKAGE FOR CARRYING PLURAL PANTLINERS
09/619158	6635039	United States of America	21-Oct-2003	19-Jul-2020	PACKAGE FOR CARRYING PLURAL PANTLINERS
2001-0983	96668	Canada	25-Jul-2002	25-Jul-2012	SIDE SEAL DESIGN FOR ABSORBENT ARTICLES
2001-2794	97994	Canada	25-Jul-2002	25-Jul-2012	SIDE SEAL DESIGN FOR ABSORBENT ARTICLES
155230	654967-72	France	15-Feb-2002	18-Apr-2026	SIDE SEAL DESIGN FOR ABSORBENT ARTICLES
2101179	2101179	United Kingdom	17-Oct-2000	17-Apr-2026	SIDE SEAL DESIGN FOR ABSORBENT ARTICLES
2104927	2104927	United Kingdom	17-Oct-2000	17-Oct-2025	SIDE SEAL DESIGN FOR ABSORBENT ARTICLES
29/131239	D446303	United States of America	07-Aug-2001	07-Aug-2015	SIDE SEAL DESIGN FOR ABSORBENT ARTICLES
2416534	2416534	Canada	09-May-2006	22-Jul-2021	EFFICIENTLY MANUFACTURABLE ABSORBENT DISPOSABLE ARTICLES, SUCH AS ADULT BRIEFS AND CHILD DIAPERS, AND METHOD OF MANUFACTURING PLURAL SUCH ARTICLES
09/668189	6514233	United States of America	04-Feb-2003	22-Sep-2020	EFFICIENTLY MANUFACTURABLE ABSORBENT DISPOSABLE ARTICLES, SUCH AS ADULT BRIEFS AND CHILD DIAPERS, AND METHOD OF MANUFACTURING PLURAL SUCH ARTICLES
29/141851	D460818	United States of America	23-Jul-2002	23-Jul-2016	ABSORBENT ARTICLE WITH FLOWER DESIGN
29/147501	D478661	United States of America	19-Aug-2003	19-Aug-2017	A SURFACE PATTERN FOR AN ABSORBENT ARTICLE
29/147541	D456899	United States of America	07-May-2002	07-May-2016	SURFACE PATTERN FOR AN ABSORBENT ARTICLE
29/147540	D457238	United States of America	14-May-2002	14-May-2016	SURFACE PATTERN FOR AN ABSORBENT ARTICLE
2102107	2102107	United Kingdom	25-May-2001	25-May-2026	INCONTINENCE PAD
09/965169	6443934	United States of America	03-Sep-2002	27-Sep-2021	EFFICIENT THONG PANTILINER WITH FOLD-OVER ATTACHMENT MEANS
4753468	1656162	European Patent Convention			
10/091014	6575949	United States of America	10-Jun-2003	05-Mar-2022	PERFORATED STRETCH EAR DIAPER
10/108223	6575950	United States of America	10-Jun-2003	05-Mar-2022	PERFORATED STRETCH EAR DIAPER
1383449	6607515	United States of America	19-Aug-2003	08-Nov-2021	ABSORBENT ARTICLE WITH SINGLE ATTACHMENT MEANS ON EACH SIDE OF ARTICLE
10/156598	7166094	United States of America	23-Jan-2007	16-Dec-2023	MULTIPLE LAYER ABSORBENT ARTICLE
2405033	6838591	United States of America	04-Jan-2005	06-May-2022	ABSORBENT ARTICLE WITH C-FOLD LAYER FLUID ACQUISITION SYSTEM, C-FOLD LAYER FLUID ACQUISITION SYSTEM FOR USE IN ABSORBENT ARTICLES AND METHOD OF MAKING THE SAME
29/159509	D473645	United States of America	22-Apr-2003	22-Apr-2017	ELASTIC GARMENT FASTENER FOR A DISPOSABLE ABSORBENT ARTICLE
29/159611	D472314	United States of America	25-Mar-2003	25-Mar-2017	AN ELASTIC GARMENT FASTENER FOR A DISPOSABLE ABSORBENT ARTICLE
29/160578	D483119	United States of America	02-Dec-2003	02-Dec-2017	
29/160578	D483119	United States of America	02-Dec-2003	02-Dec-2017	ABSORBENT ARTICLE FOR BLADDER CONTROL

Appln. No.	Patent No.	Country	Iss. Date	Exp. Date	Title
29/160566	D482781	United States of America	25-Nov-2003	25-Nov-2017	ABSORBENT ARTICLE FOR BLADDER CONTROL
29/160569	D482782	United States of America	25-Nov-2003	25-Nov-2017	AN ABSORBENT ARTICLE FOR BLADDER CONTROL
29/160577	D483118	United States of America	02-Dec-2003	02-Dec-2017	ABSORBENT ARTICLE FOR BLADDER CONTROL
29/160576	D483117	United States of America	02-Dec-2003	02-Dec-2017	ABSORBENT ARTICLE FOR BLADDER CONTROL
29/160570	D482783	United States of America	25-Nov-2003	25-Nov-2017	ABSORBENT ARTICLE FOR BLADDER CONTROL
29/161962	D473304	United States of America	15-Apr-2003	15-Apr-2017	MALE INCONTINENCE ABSORBENT ARTICLE
29/161961	D473303	United States of America	15-Apr-2003	15-Apr-2017	MALE INCONTINENCE ABSORBENT ARTICLES
29/161907	D473302	United States of America	15-Apr-2003	15-Apr-2017	SURFACE PATTERN FOR A DISPOSABLE ABSORBENT ARTICLE
29/161480	D482784	United States of America	25-Nov-2003	25-Nov-2017	SURFACE PATTERN FOR ABSORBENT ARTICLE
29/161482	D482785	United States of America	25-Nov-2003	25-Nov-2017	SURFACE PATTERN FOR AN ABSORBENT ARTICLE
29/162096	D482786	United States of America	25-Nov-2003	25-Nov-2017	SURFACE PATTERN FOR A DISPOSABLE ABSORBENT ARTICLE
29/161483	D472315	United States of America	25-Mar-2003	25-Mar-2017	FASTENING AND LEG CUT-OUT FOR A DISPOSABLE ABSORBENT ARTICLE
29/178573	D489450	United States of America	04-May-2004	04-May-2018	ZIG ZAG DESIGN FOR DIAPER ELASTIC ATTACHMENT
29/170266	D485353	United States of America	13-Jan-2004	13-Jan-2018	ABSORBENT ARTICLE WITH STITCH DESIGN
29/170268	D486574	United States of America	10-Feb-2004	10-Feb-2018	EMBOSS-LIKE DESIGN FOR ABSORBENT ARTICLE
10/108,223	6575950	United States of America	10-Jun-2003	27-Mar-2022	
29/178575	D489451	United States of America	04-May-2004	04-May-2018	SLIM DESIGN FOR CORE OF AN ABSORBENT ARTICLE
29/178574	D489821	United States of America	11-May-2004	11-May-2018	CORE FOR AN ABSORBENT ARTICLE
10/668502	7118558	United States of America	10-Oct-2006	24-Sep-2023	CLOTH-LIKE ELASTIC LAMINATE AND ABSORBENT GARMENT
10/673344	7172667	United States of America	06-Feb-2007	30-Sep-2023	SYSTEM AND METHOD FOR INCORPERATING GRAPHICS INTO ABSORBENT ARTICLES
10/979173	7178571	United States of America	20-Feb-2007	30-Sep-2023	SYSTEM AND METHOD FOR INCORPERATING GRAPHICS INTO ABSORBENT ARTICLES
29/212673	D528656	United States of America	19-Sep-2006	19-Sep-2020	TOP SURFACE OF AN ABSORBENT ARTICLE.
29/213050	D544254	United States of America	30-Oct-2007	30-Oct-2021	ABSORBENT PAD
61182	4781713	United States of America	01-Nov-1988	10-Jun-2007	INCONTINENCE PAD FOR FEMALES

II. Pending Patent Applications (formerly owned by Tyco Healthcare Retail Group, Inc.)

Appin. No.	Pub. No.	Appin. Status	Country	File Date	Pub Date	Title
US00/13396	00/72791	Published	Patent Cooperation Treaty	16-May-2000	07-Dec-2000	DISPOSABLE ABSORBENT ARTICLE WITH WAIST BARRIER INCLUDING BODY-FRIENDLY ADHESIVE
2390959		Pending	Canada	06-Nov-2000		ABSORBENT ARTICLE WITH FLUID ACQUISITION SYSTEM AND METHOD OF MAKING THE SAME
2445832		Pending	Canada	26-Apr-2002		ABSORBENT ARTICLE WITH FLUID ACQUISITION SYSTEM AND METHOD OF MAKING THE SAME
PA/a/2002/004775		Pending	Mexico	13-May-2002		ABSORBENT ARTICLE WITH FLUID ACQUISITION SYSTEM AND METHOD OF MAKING THE SAME
PA/a/2003/010058		Published	Mexico	02-May-2002	27-Jun-2005	ABSORBENT ARTICLE WITH FLUID ACQUISITION SYSTEM AND METHOD OF MAKING THE SAME
1910764.8	1267774	Published	European Patent Convention	16-Aug-2001	02-Jan-2003	TIME RELEASE ODOR CONTROL COMPOSITION FOR A DISPOSABLE ABSORBENT ARTICLE USING SAME
PCT/US0104908		Pending	Patent Cooperation Treaty	16-Feb-2001		TIME RELEASE ODOR CONTROL COMPOSITION FOR A DISPOSABLE ABSORBENT ARTICLE USING SAME
2002/008266		Published	Mexico	12-Apr-2000	06-Oct-2005	PROTECTIVE UNDERWEAR
PCT/US00/09673		Pending	Patent Cooperation Treaty	12-Apr-2000		PROTECTIVE UNDERWEAR
a/2002/006459		Published	Mexico	15-Nov-2000	01-Aug-2005	EASY TO MANUFACTURE INCONTINENT PAD
2001-501159	2003-50114	Published	Japan	18-May-2000	14-Jan-2003	CLOTH-LIKE BREATHABLE DISPOSABLE ABSORBENT BRIEF WITH REFASTENING MEANS
2401423		Pending	Canada	06-Mar-2001		DISPOSABLE ABSORBENT ARTICLE HAVING A REINFORCED FASTENING TAPE LANDING ZONE
PA/A/2002/008757		Pending	Mexico	06-Sep-2002		DISPOSABLE ABSORBENT ARTICLE HAVING A REINFORCED FASTENING TAPE LANDING ZONE
PCT/US0140242		Pending	Patent Cooperation Treaty	06-Mar-2001		DISPOSABLE ABSORBENT ARTICLE HAVING A REINFORCED FASTENING TAPE LANDING ZONE
a/2002/012863		Published	Mexico	19-Jul-2001	26-Aug-2004	LIGHT INCONTINENT PRODUCT
PCT/US01/22792	02/07663A1	Published	Patent Cooperation Treaty	19-Jul-2001	31-Jan-2002	LIGHT INCONTINENT PRODUCT
PA/a/2003/007313		Pending	Mexico	15-Aug-2003		THONG PANTILINER WITH IMPROVED WICKING CHARACTERISTICS
1984326.7	1309498	Published	European Patent Convention	12-Jul-2001	15-May-2003	PACKAGE FOR CARRYING PLURAL PANTLINERS
PA/a/2003/00530		Pending	Mexico	12-Jul-2001		PACKAGE FOR CARRYING PLURAL PANTLINERS
1966014.1	1318779	Published	European Patent Convention	20-Aug-2001	18-Jun-2003	EFFICIENTLY MANUFACTURABLE ABSORBENT DISPOSABLE ARTICLES, SUCH AS ADULT BRIEFS AND CHILD DIAPERS, AND METHOD OF MANUFACTURING PLURAL SUCH ARTICLES
a/2003/002375		Published	Mexico	20-Aug-2001	16-Mar-2005	EFFICIENTLY MANUFACTURABLE ABSORBENT DISPOSABLE ARTICLES, SUCH AS ADULT BRIEFS AND CHILD DIAPERS, AND METHOD OF MANUFACTURING PLURAL SUCH ARTICLES
2460929		Pending	Canada	18-Sep-		LIGHT ABSORBENT PAD WITH SIDE LEAKAGE BARRIER SYSTEM

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				2002		
2759723.6	1446083	Published	European Patent Convention	18-Sep-2002		LIGHT ABSORBENT PAD WITH SIDE LEAKAGE BARRIER SYSTEM
2004/002316		Published	Mexico	18-Sep-2002	01-Aug-2004	LIGHT ABSORBENT PAD WITH SIDE LEAKAGE BARRIER SYSTEM
PCT/US02/29639	03/026546	Published	Patent Cooperation Treaty	18-Sep-2002	03-Apr-2003	LIGHT ABSORBENT PAD WITH SIDE LEAKAGE BARRIER SYSTEM
09/957906	2003-0060792-A1	Published	United States of America	21-Sep-2001	27-Mar-2003	LIGHT ABSORBENT PAD WITH SIDE LEAKAGE BARRIER SYSTEM
2459979		Pending	Canada	10-Sep-2002		EFFICIENT THONG PANTILINER WITH FOLD-OVER ATTACHMENT MEANS
2487027		Pending	Canada	28-May-2003		ABSORBENT ARTICLE WITH MULTIPLE CORE
3755512.5		Pending	European Patent Convention	28-May-2003		
2004-506710	2005-527298	Published	Japan	28-May-2003	15-Sep-2005	ABSORBENT ARTICLE WITH MULTIPLE CORE
PA/a/2004/011883		Pending	Mexico	28-May-2003		
PCT/US03/16678	03/099182	Published	Patent Cooperation Treaty	28-May-2003	04-Dec-2003	ABSORBENT ARTICLE WITH MULTIPLE CORE
10/156385	0225385-A1	Published	United States of America	28-May-2002	04-Dec-2003	ABSORBENT ARTICLE WITH MULTIPLE CORE
10/284876	04/0087923	Published	United States of America	31-Oct-2002	06-May-2004	CORE FOR AN ABSORBENT ARTICLE AND METHOD FOR MAKING THE SAME
2533468		Pending	Canada	26-May-2004		ABSORBENT CORES FOR ABSORBENT ARTICLES AND METHOD FOR MAKING SAME
PA/a/2006/001813		Pending	Mexico	26-May-2004		ABSORBENT CORES FOR ABSORBENT ARTICLES AND METHOD FOR MAKING SAME
10/568790	US-2007-0191798-A1	Published	United States of America	03-Jan-2007	16-Aug-2007	ABSORBENT CORES FOR ABSORBENT ARTICLES AND METHOD FOR MAKING SAME
1334445		Pending	United States of America	03-Dec-1997		PROTECTIVE UNDERGARMENT FOR INCONTINENTS
2465489		Pending	Canada	22-Oct-2002		ABSORBENT ARTICLE WITH SINGLE ATTACHMENT MEANS ON EACH SIDE OF ARTICLE
2780509.2		Pending	European Patent Convention	22-Oct-2002		ABSORBENT ARTICLE WITH SINGLE ATTACHMENT MEANS ON EACH SIDE OF ARTICLE
Pa/a/2004/004397		Published	Mexico	22-Oct-2002	01-Sep-2004	ABSORBENT ARTICLE WITH SINGLE ATTACHMENT MEANS ON EACH SIDE OF ARTICLE
2487053		Pending	Canada	28-May-2003		MULTIPLE LAYER ABSORBENT ARTICLE
3755515.8	1507499	Published	European Patent Convention	28-May-2003	27-Jan-2005	
2004-506711	2005-527299	Published	Japan	28-May-2003	15-Sep-2005	MULTIPLE LAYER ABSORBENT ARTICLE
PA/a/2004/01184		Pending	Mexico	28-May-		

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				2003		
PCT/US2003/16682	2003/099183	Published	Patent Cooperation Treaty	28-May-2003	04-Dec-2003	MULTIPLE LAYER ABSORBENT ARTICLE
2448817		Pending	Canada	15-Jul-2002		DISPOSABLE AND REUSABLE PROTECTIVE UNDERGARMENTS
PA/A/2004/000309		Pending	Mexico	15-Jul-2002		DISPOSABLE AND REUSABLE PROTECTIVE UNDERGARMENTS
10/483523	US2004/0236298	Published	United States of America	21-Jun-2004	25-Nov-2004	DISPOSABLE AND REUSABLE PROTECTIVE UNDERGARMENTS
2449559		Pending	Canada	18-Jul-2002		PROTECTIVE UNDERGARMENT CONFIGURED FOR IMPROVED HANDLING
2750102.2	1424983	Published	European Patent Convention	18-Jul-2002	09-Jun-2004	PROTECTIVE UNDERGARMENT CONFIGURED FOR IMPROVED HANDLING
A/2004/000491		Pending	Mexico	18-Jul-2002		PROTECTIVE UNDERGARMENT CONFIGURED FOR IMPROVED HANDLING
10/484024	US-2005-0022291	Published	United States of America	20-Aug-2004	03-Feb-2005	PROTECTIVE UNDERGARMENT CONFIGURED FOR IMPROVED HANDLING
2451529		Pending	Canada	25-Jul-2002		PROTECTIVE UNDERGARMENT AND BELT THEREFOR
2756641.3	1414381	Published	European Patent Convention	25-Jul-2002	06-May-2004	PROTECTIVE UNDERGARMENT AND BELT THEREFOR
PA/A/2004/000715		Pending	Mexico	25-Jul-2002		PROTECTIVE UNDERGARMENT AND BELT THEREFOR
10/484279	US2004/0236304	Published	United States of America	09-Jun-2004	25-Nov-2004	PROTECTIVE UNDERGARMENT AND BELT THEREFOR
2495919		Pending	Canada	25-Aug-2003		CORE FOR ABSORBENT ARTICLES AND METHOD FOR MAKING THE SAME
3793381.9	1531774	Published	European Patent Convention	25-Aug-2003	25-May-2005	CORE FOR ABSORBENT ARTICLES AND METHOD FOR MAKING THE SAME
2004-531179		Pending	Japan	25-Aug-2003		CORE FOR ABSORBENT ARTICLES AND METHOD FOR MAKING THE SAME
PA/A/2005/002256		Pending	Mexico	25-Aug-2003		CORE FOR ABSORBENT ARTICLES AND METHOD FOR MAKING THE SAME
-66929	2006-0040579	Published	United States of America	25-Feb-2005	23-Feb-2006	CORE FOR ABSORBENT ARTICLES AND METHOD FOR MAKING THE SAME
4758043.6		Pending	European Patent Convention	24-Mar-2004		METHOD AND APPARATUS FOR FORMING TOW-BASED ABSORBENT STRUCTURES WITH A SINGLE CASING SHEET
PA/a/2005/010253		Published	Mexico	24-Mar-2004	01-Jan-2006	METHOD AND APPARATUS FOR FORMING TOW-BASED ABSORBENT STRUCTURES WITH A SINGLE CASING SHEET
10/950,336	US-2006-0066000-A1	Published	United States of America	27-Sep-2004	30-Mar-2006	
2561521		Pending	Canada	28-Sep-2006		ABSORBENT ARTICLE CONFIGURED FOR CONTROLLED DEFORMATION AND METHOD OF MAKING THE SAME.
PA/a/2006/011094		Pending	Mexico	27-Sep-2006		ABSORBENT ARTICLE CONFIGURED FOR CONTROLLED DEFORMATION AND METHOD OF MAKING THE SAME.
11/240762		Pending	United States of America	30-Sep-2005		ABSORBENT ARTICLE CONFIGURED FOR CONTROLLED DEFORMATION AND METHOD OF MAKING THE SAME.
PCT/US2005/034730	WO 2007/040606	Published	Patent Cooperation Treaty	28-Sep-2005	12-Apr-2007	ABSORBENT ARTICLE WITH C-FOLDED MOISTURE BARRIER AND METHODS OF MANUFACTURING SAME
10/951889	US2006-0069375	Published	United States of	29-Sep-	30-Mar-2006	ABSORBENT ARTICLE WITH C-FOLDED MOISTURE BARRIER AND METHODS OF

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			America	2004		MANUFACTURING THE SAME
10/951520		Pending	United States of America	28-Sep-2004		DIAPER EAR MANUFACTURING PROCESS
2540011		Pending	Canada	23-Sep-2004		ABSORBENT PRODUCT LINE AND DEVICE FOR IDENTIFYING ABSORBENT PRODUCTS
4788939.9		Pending	European Patent Convention	23-Sep-2004		
PA/a/2006/003261		Pending	Mexico	23-Sep-2004		ABSORBENT PRODUCT LINE AND DEVICE FOR IDENTIFYING ABSORBENT PRODUCTS
10/668297	US-2005-0065492	Published	United States of America	24-Sep-2003	24-Mar-2005	ABSORBENT PRODUCT LINE AND DEVICE FOR IDENTIFYING ABSORBENT PRODUCTS
11/514669	US-2006-0283874	Published	United States of America	01-Sep-2006	21-Dec-2006	CONTAINER FOR DISPENSING PLURAL WET WIPE SHEETS OR DRY SANITARY TISSUE SHEETS.
11/515166		Pending	United States of America	01-Sep-2006		CONTAINER FOR DISPENSING PLURAL WET WIPE SHEETS OR DRY SANITARY TISSUE SHEETS.
2529381		Pending	Canada	06-Jul-2004		EFFICIENTLY MANUFACTURABLE ABSORBENT DISPOSABLE UNDERGARMENT AND METHOD OF MANUFACTURING ABSORBENT DISPOSABLE ARTICLE
4756686.4	1656089	Published	European Patent Convention	30-Mar-2006	17-May-2006	EFFICIENTLY MANUFACTURABLE ABSORBENT ARTICLE, SUCH AS PROTECTIVE UNDERWEAR, YOUTH PANTS AND TRAINING PANTS
PA/a/2006/000324		Published	Mexico	09-Jan-2006	01-Apr-2006	EFFICIENTLY MANUFACTURABLE ABSORBENT ARTICLE, SUCH AS PROTECTIVE UNDERWEAR, YOUTH PANTS AND TRAINING PANTS
10/617218	2005-0010188	Published	United States of America	10-Jul-2003	13-Jan-2005	EFFICIENTLY MANUFACTURABLE ABSORBENT DISPOSABLE UNDERGARMENT AND METHOD OF MANUFACTURING ABSORBENT DISPOSABLE ARTICLE,
2579696		Pending	Canada	26-Sep-2005		
MX/a/2007/003549		Pending	Mexico	26-Mar-2007		
10/951791	101929	Published	United States of America	29-Sep-2004	12-May-2005	ABSORBENT CORE WITH THREE-DIMENSIONAL SUB-LAYER
10/875389		Pending	United States of America	24-Jun-2004		CLOSURE TABS FOR ABSORBENT ARTICLES
2580565		Pending	Canada	14-Mar-2007		
5800011.8	1799170	Published	European Patent Convention	18-Apr-2007	27-Jun-2007	
MX/A/2007/003903		Pending	Mexico	29-Mar-2007		
2424056		Filed	United States of America	26-Mar-2007		
2539971		Pending	Canada	23-Sep-2004		DISPOSABLE ARTICLES WITH WETNESS INDICATORS
4784883.3	1663093A	Published	European Patent	23-Sep-	07-Jun-2006	

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			Convention	2004		
PA/a/2006/003260		Pending	Mexico	23-Sep-2004		
10/668599	US-2005-0065489	Published	United States of America	24-Sep-2003	24-Mar-2005	DISPOSABLE ABSORBENT ARTICLE WITH WETNESS INDICATOR
4789431.6		Pending	European Patent Convention	30-Sep-2004		SYSTEM AND METHOD FOR INCORPERATING GRAPHICS INTO ABSORBENT ARTICLES
PA/a/2006/003522		Published	Mexico	30-Sep-2004	01-Jun-2006	SYSTEM AND METHOD FOR INCORPERATING GRAPHICS INTO ABSORBENT ARTICLES
10/930603		Pending	United States of America	30-Aug-2004		FASTENERS WITH PRINTED DESIGNS
1216168	US-2006-0041240-A1	Published	United States of America	20-Aug-2004	23-Feb-2006	ABSORBENT ARTICLE
11/605985	US-2007-0073258-A1	Published	United States of America	29-Nov-2006	29-Mar-2007	ABSORBENT ARTICLE
2580556		Pending	Canada	14-Mar-2007		
5800730.3	1809224	Published	European Patent Convention	18-Apr-2007	25-Jul-2007	
MX/A/2007/003627		Pending	Mexico	27-Mar-2007		
11/663,218		Pending	United States of America	20-Mar-2007		
11/092373	2006-0224139-A1	Published	United States of America	29-Mar-2005	05-Oct-2006	METHOD OF MAKING CLOSURE TABS WITH MINIMAL WASTE
11/973478		Pending	United States of America	09-Oct-2007		METHOD OF MAKING CLOSURE TAB WITH MINIMAL WASTE
2579708		Filed	Canada	28-Sep-2005		
MX/a/2007/003548		Pending	Mexico	26-Mar-2007		
10/951888	US-2006-0069367	Published	United States of America	29-Sep-2004	30-Mar-2006	ABSORBENT CORE HAVING TWO OR MORE TYPES OF SUPERABSORBENT
PCT/US2006/012799	WO2006/110442	Published	Patent Cooperation Treaty	06-Apr-2006	19-Oct-2006	ELASTIC LAMINATE.
11/100787	US-2006-0228969-A1	Published	United States of America	07-Apr-2005	12-Oct-2006	ELASTIC LAMINATE.
08/075786		Pending	United States of America	14-Jun-1993		
08/300425		Pending	United States of America	01-Sep-1994		
PCT/US2005/044869	WO/2007/070023	Published	Patent Cooperation Treaty	13-Dec-2005	21-Jun-2007	ABSORBENT ARTICLE WITH LARGE STRETCH FASTENER
11/010803	US-2006-0129121	Published	United States of America	13-Dec-2004	15-Jun-2006	ABSORBENT ARTICLE WITH LARGE STRETCH FASTENER
2580449		Pending	Canada	14-Mar-		

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				2007		
5800993.7	1802261	Published	European Patent Convention	18-Apr-2007	04-Jul-2007	
MX/A/2007/003899		Pending	Mexico	Mar-2007		
PCT/US2005/034455		Pending	Patent Cooperation Treaty United States of America	23-Sep-2005		EXTENDED SIDE PANELS FOR AN ABSORBENT PRODUCT
10/955672	US-2006-00693761	Published	United States of America	30-Sep-2004	30-Mar-2006	ABSORBENT ARTICLE WITH EXTENDED SIDE PANELS.
2580552		Pending	Canada	14-Mar-2007		
5798876.8	1809223	Published	European Patent Convention	18-Apr-2007	25-Jul-2007	
MX/A/2007/003579		Filed	Mexico	Mar-2007		
PCT/US2005/033666	WO2006/03665	Published	Patent Cooperation Treaty United States of America	20-Sep-2005	06-Apr-2006	CORE FOR AN ABSORBENT ARTICLE
10/950101	US-2006-0069366	Published	United States of America	24-Sep-2004	30-Mar-2006	CORE FOR AN ABSORBENT ARTICLE
849130	US-2007-0038199-A1	Published	United States of America	10-Aug-2005	15-Feb-2007	ABSORBENT ARTICLE WITH IMPROVED SIDE SEAMS
11/973506		Pending	United States of America	09-Oct-2007		ABSORBENT ARTICLE WITH IMPROVED SIDE SEAMS
2561457		Pending	Canada	28-Sep-2006		IMPROVED SIDE SEAMS FOR ABSORBENT ARTICLES
PA/a/2006/011089		Pending	Mexico	27-Sep-2006		IMPROVED SIDE SEAMS FOR ABSORBENT ARTICLES
11/239939		Pending	United States of America	30-Sep-2005		IMPROVED SIDE SEAMS FOR ABSORBENT ARTICLES
11/053286	US-2006-0178651	Published	United States of America	08-Feb-2005	10-Aug-2006	UNITARY STRETCH PANEL AND METHOD OF MANUFACTURE
TBD		Pending	Canada	21-Sep-2007		
MX/a/2007/011829		Pending	Mexico	29-Sep-2006		
11/540100		Pending	United States of America	29-Sep-2006		ABSORBENT ARTICLE WITH REFASTENABLE AND ADJUSTABLE SIDE PANELS
2560175		Pending	Canada	19-Sep-2006		ABSORBENT ARTICLE WITH QUILTED FEATURE
PA/a/2006/010737		Pending	Mexico	19-Sep-2006		ABSORBENT ARTICLE WITH QUILTED FEATURE
11/229861	2007/0066948	Published	United States of America	19-Sep-2005	22-Mar-2007	ABSORBENT ARTICLE WITH QUILTED FEATURE
PCT/US2006/002197	WO2006/083595	Published	Patent Cooperation Treaty United States of	20-Jan-2006	10-Aug-2006	ABSORBENT ARTICLE WITH LOGICALLY CORRELATED IMAGE AND TEXTUAL GRAPHICS
11/047628	US-2006-0173428	Published	United States of	02-Feb-	03-Aug-2006	ABSORBENT ARTICLE WITH LOGICALLY CORRELATED IMAGE AND TEXTUAL



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			America	2005		GRAPHICS.
11/088878	US-2006-0173429	Published	United States of America	02-Feb-2005	03-Aug-2006	ABSORBENT ARTICLE WITH LOGICALLY CORRELATED IMAGE AND TEXTUAL GRAPHICS.
29/212674		Pending	United States of America	07-Sep-2004		
2561471		Pending	Canada	28-Sep-2006		ABSORBENT CLEANING PAD HAVING A DURABLE CLEANING SURFACE AND METHOD OF MAKING THE SAME
PA/a/2006/011095		Pending	Mexico	27-Sep-2006		ABSORBENT CLEANING PAD HAVING A DURABLE CLEANING SURFACE AND METHOD OF MAKING THE SAME
11/240929		Pending	United States of America	30-Sep-2005		ABSORBENT CLEANING PAD HAVING A DURABLE CLEANING SURFACE AND METHOD OF MAKING THE SAME
11/880300		Pending	United States of America	20-Jul-2007		
2561471		Pending	Canada	28-Sep-2006		
PA/a/2006/011095		Pending	Mexico	27-Sep-2006		
11/240,929	US-2007-0077834	Published	United States of America	30-Sep-2005	05-Apr-2007	
2526765		Pending	Canada	10-Nov-2005		METHOD, APPARATUS AND KIT FOR DEMONSTRATING THE USE OF ABSORBENT PRODUCTS
723821	US-2006-0105316	Published	United States of America	12-Nov-2004	18-May-2006	METHOD, APPARATUS AND KIT FOR DEMONSTRATING THE USE OF ABSORBENT PRODUCTS.
6010714.1		Pending	European Patent Convention			
2580602		Pending	Canada	14-Mar-2007		
5705564.2	1811937	Published	European Patent Convention	18-Apr-2007	01-Aug-2007	
MX/A/2007/003734	WO 2006/041507	Published	Mexico	28-Mar-2007	21-Aug-2007	
11/032802	215962	Published	United States of America	11-Jan-2005	29-Sep-2005	TOW-BASED ABSORBENT ARTICLES WITH A SINGLE CASING SHEET.
2559773		Pending	Canada	15-Sep-2006		ABSORBENT CLEANING PAD AND METHOD OF MAKING SAME.
PA/a/2006/010956		Filed	Mexico	25-Sep-2006		ABSORBENT CLEANING PAD AND METHOD OF MAKING SAME.
11/241438	US-2007-0074366-A1	Published	United States of America	30-Sep-2005	05-Apr-2007	ABSORBENT CLEANING PAD AND METHOD OF MAKING SAME.
TBD		Pending	Canada	04-Sep-2007		
MX/a/2007/011477		Pending	Mexico	18-Sep-2007		
1040882		Pending	United States of America	28-Sep-2006		AN ABSORBENT ARTICLE WITH C-FOLD LAYER LINING
11/299290	2007-0239125	Published	United States of	08-Dec-	11-Oct-2007	ABSORBENT ARTICLE WITH MULTI-ZONE ACQUISITION

Appin. No.	Pub. No.	Appin. Status	Country	File Date	Pub Date	Title
			America	2005		
TBD		Pending	Canada	07-Mar-2006		ABSORBENT ARTICLE HAVING A CHanneled ABSORBENT LAYER AND METHOD OF MAKING THE SAME
6737228.4		Pending	European Patent Convention	07-Mar-2006		ABSORBENT ARTICLE HAVING A CHanneled ABSORBENT LAYER AND METHOD OF MAKING THE SAME
MX/a/2007/009903		Pending	Mexico	15-Aug-2007		ABSORBENT ARTICLE HAVING A CHanneled ABSORBENT LAYER AND METHOD OF MAKING THE SAME
11/077055	US-2006-0206091	Published	United States of America	10-Mar-2005	14-Sep-2006	ABSORBENT ARTICLE HAVING A CHanneled ABSORBENT LAYER AND METHOD OF MAKING THE SAME
11/890566		Pending	United States of America	07-Aug-2007		ABSORBENT ARTICLE HAVING A CHanneled ABSORBENT LAYER AND METHOD OF MAKING THE SAME
11/890587		Pending	United States of America	07-Aug-2007		ABSORBENT ARTICLE HAVING A CHanneled ABSORBENT LAYER AND METHOD OF MAKING THE SAME
2560437		Pending	Canada	21-Sep-2006		A CURVED ABSORBENT ARTICLE
PA/a/2006/010892		Pending	Mexico	30-Sep-2005		A CURVED ABSORBENT ARTICLE
11/241779	US-2007-0078424-A1	Published	United States of America	30-Sep-2005	05-Apr-2007	A CURVED ABSORBENT ARTICLE
2593885		Pending	Canada	16-Jul-2007		
MX/a/2007/011538		Pending	Mexico	24-May-2007		
11/805,641		Pending	United States of America	24-May-2007		
11/904407		Pending	United States of America	27-Sep-2007		
2560478		Pending	Canada	20-Sep-2006		ELASTOMERIC EAR CONSTRUCTION FOR DISPOSABLE ABSORBENT ARTICLE
PA/a/2006/010893		Pending	Mexico	22-Sep-2006		ELASTOMERIC EAR CONSTRUCTION FOR DISPOSABLE ABSORBENT GARMENT
11/241777	US-2007-0077380-A1	Published	United States of America	30-Sep-2005	05-Apr-2007	ELASTOMERIC EAR CONSTRUCTION FOR DISPOSABLE ABSORBENT ARTICLE
2559774		Pending	Canada	15-Sep-2006		LEG CUFF ASSEMBLIES
PA/a/2006/010958		Pending	Mexico	25-Sep-2006		
11/238738	US-2007-0073259-A1	Published	United States of America	29-Sep-2005	29-Mar-2007	ABSORBENT ARTICLE WITH DUAL GATHER LEG CUFF ASSEMBLIES
11/787,028		Filed	United States of America	12-Apr-2007		
60/920638		Filed	United States of America	29-Mar-2007		ABSORBENT ARTICLE HAVING FLUID TRANSFER LAYER
2561475		Pending	Canada	28-Sep-2006		ABSORBENT CLEANING PAD AND METHOD OF MAKING SAME
PA/a/2006/011088		Pending	Mexico	27-Sep-2006		ABSORBENT CLEANING PAD AND METHOD OF MAKING SAME

Appn. No.	Pub. No.	Appn. Status	Country	File Date	Pub Date	Title
11/240949	US-2007-0074364	Published	United States of America	30-Sep-2005	05-Apr-2007	ABSORBENT CLEANING PAD AND METHOD OF MAKING SAME
2561476		Pending	Canada	28-Sep-2006		ABSORBENT PAD WITH CLEANING CUFFS AND METHOD OF MAKING THE SAME
PA/a/2006/011096		Pending	Mexico	27-Sep-2006		ABSORBENT PAD WITH CLEANING CUFFS AND METHOD OF MAKING THE SAME
11/241437	US-2007-0074365-A1	Published	United States of America	30-Sep-2005	05-Apr-2007	ABSORBENT PAD WITH CLEANING CUFFS AND METHOD OF MAKING THE SAME
TBD		Pending	Canada	21-Sep-2007		
MX/a/2007/011827		Pending	Mexico	26-Sep-2006		
376506		Pending	United States of America	26-Sep-2006		
TBD		Pending	Canada	20-Sep-2007		
MX/a/2007/011659		Pending	Mexico	21-Sep-2006		
-520529		Pending	United States of America	21-Sep-2006		
TBD		Pending	Canada	21-Sep-2007		
MX/a/2007/011828		Pending	Mexico	28-Sep-2006		
949572		Pending	United States of America	28-Sep-2006		
PCT/US07/18566		Pending	Patent Cooperation Treaty	21-Aug-2007		
11/507321		Pending	United States of America	21-Aug-2006		ABSORBENT ARTICLE WITH FLAT SIDE SEAMS
TBD		Pending	Canada	21-Sep-2007		PRODUCT PACKAGING HAVING A TINTED DISPLAY WINDOW
11/443877	US/2007/0144937	Published	United States of America	31-May-2006	28-Jun-2007	PRODUCT PACKAGING HAVING A TINTED DISPLAY WINDOW.
PCT/US2006/043666	WO 2007/058901	Published	Patent Cooperation Treaty	10-Nov-2006	24-May-2007	DISPOSABLE CLEANING PAD
1226791	2007-0214591-A1	Published	United States of America	21-Mar-2007	20-Sep-2007	DISPOSABLE CLEANING PAD AND HANDLE THEREFOR
11/899300		Pending	United States of America	04-Sep-2007		DISPOSABLE CLEANING PAD
2560120		Pending	Canada	15-Sep-2006		ABSORBENT ARTICLE AND METHOD OF MAKING SAME (BREAKTHROUGH PROTECTIVE UNDERWEAR)
PA/a/2006/010957		Pending	Mexico	25-Sep-2006		ABSORBENT ARTICLE AND METHOD OF MAKING SAME (BREAKTHROUGH PROTECTIVE UNDERWEAR)
11/236994	US-2007-0073262-A1	Published	United States of America	28-Sep-2005	29-Mar-2007	ABSORBENT ARTICLE AND METHOD OF MAKING SAME (BREAKTHROUGH PROTECTIVE UNDERWEAR)

Appin. No.	Pub. No.	Appin. Status	Country	File Date	Pub Date	Title
11/903234		Pending	United States of America	21-Sep-2007		
2597434		Pending	Canada	16-Aug-2007		AN ABSORBENT ARTICLE AND REFASTENABLE TABS THEREFOR
7253558.6		Pending	European Patent Convention	07-Sep-2007		
MX/a/2007/010806		Pending	Mexico	04-Sep-2007		AN ABSORBENT ARTICLE AND REFASTENABLE TABS THEREFOR
-52288		Pending	United States of America	22-Sep-2006		AN ABSORBENT ARTICLE AND REFASTENABLE TABS THEREFOR
TBD		Pending	Canada	28-Aug-2007		ABSORBENT CLEANING PAD WITH EXTENDED PORTION FOR USE WITH A CLEANING IMPLEMENT
7253602.2		Pending	European Patent Convention	11-Sep-2007		
MX/a/2007/011762		Pending	Mexico	24-Sep-2007		ABSORBENT CLEANING PAD WITH EXTENDED PORTION FOR A CLEANING IMPLEMENT
290309		Pending	United States of America	26-Sep-2006		ABSORBENT CLEANING PAD WITH EXTENDED PORTION FOR USE WITH A CLEANING IMPLEMENT
PCT/US07/18561		Pending	Patent Cooperation Treaty	22-Aug-2007		
11/508048		Pending	United States of America	22-Aug-2006		METHOD FOR MANUFACTURING SINGLE PANEL REATTACHABLE PANT
TBD		Pending	Canada	17-Aug-2007		ABSORBENT ARTICLES, FASTENER EARS FOR ABSORBENT ARTICLES, AND PROCESSES FOR MAKING SAME
7253506.5		Pending	European Patent Convention	04-Sep-2007		
MX/a/2007/010805		Pending	Mexico	04-Sep-2007		ABSORBENT ARTICLES, FASTENER EARS FOR ABSORBENT ARTICLES, AND PROCESSES FOR MAKING SAME
-492040		Pending	United States of America	21-Sep-2006		ABSORBENT ARTICLES, FASTENER EARS FOR ABSORBENT ARTICLES, AND PROCESSES FOR MAKING SAME
TBD		Pending	Canada	24-Aug-2007		
MX/a/2007/011761		Pending	Mexico	24-Sep-2007		DOUBLE STRETCH FOR TOP AND BOTTOM OF A DISPOSABLE ABSORBABLE ARTICLE
646786		Pending	United States of America	27-Sep-2006		DOUBLE STRETCH FOR TOP AND BOTTOM OF A DISPOSABLE ARTICLE
TBD		Pending	Canada	28-Aug-2007		BETTER FIT TO THE BOTTOM AREA OF A DISPOSABLE PRODUCT
MX/a/2007/011757		Pending	Mexico	24-Sep-2007		BETTER FIT TO THE BOTTOM AREA OF A DISPOSABLE PRODUCT
686963		Pending	United States of America	27-Sep-2006		BETTER FIT TO THE BOTTOM AREA OF A DISPOSABLE PRODUCT
11/787,038		Filed	United States of America	12-Apr-2007		
TBD		Pending	Canada	20-Sep-2007		

Appn. No.	Pub. No.	Appn. Status	Country	File Date	Pub Date	Title
MX/a/2007/011661		Pending	Mexico	21-Sep-2006		
-523086		Pending	United States of America	21-Sep-2006		DISPOSABLE DIAPER WITH UNITIZED STANDING DOUBLE CUFF STRUCTURE
11/900850		Pending	United States of America	13-Sep-2007		DIGITALLY OPTIMIZED FASTENER ASSEMBLY AND METHOD OF MAKING THE SAME
11/835459		Pending	United States of America	08-Aug-2007		
2561470		Pending	Canada	28-Sep-2006		
PA/a/20067011093		Pending	Mexico	27-Sep-2006		
11/240726	US-2007-0078421-A1	Published	United States of America	30-Sep-2005	05-Apr-2007	
11/545295	US-2007-0074802-A1	Published	United States of America	10-Oct-2006	05-Apr-2007	
TBD		Pending	Canada	04-Sep-2007		
TBD		Pending	European Patent Convention	01-Oct-2007		
MX/a/2007/011478		Pending	Mexico	18-Sep-2007		
11/706,688		Pending	United States of America	15-Feb-2007		NURSING PAD
11/805,642		Pending	United States of America	24-May-2007		
11/789,019		Filed	United States of America	23-Apr-2007		
120592		Pending	Canada	03-May-2007		
MX/f/2007/001002		Pending	Mexico	07-May-2007		
29/268448		Pending	United States of America	07-Nov-2006		
120589		Pending	Canada	03-May-2007		
MX/f/2007/001003		Pending	Mexico	07-May-2007		
29/268447		Pending	United States of America	07-Nov-2006		SANITARY NAPKIN
11/904493		Pending	United States of America	27-Sep-2007		ABSORBENT ARTICLE AND METHOD OF MAKING SAME
TBD		Pending	United States of America	27-Sep-2007		ABSORBENT ARTICLE AND METHOD OF MAKING SAME
11/862774		Pending	United States of America	27-Sep-2007		AN ABSORBENT ARTICLE HAVING INTEGRAL STRETCH PANELS AND METHODS FOR MAKING THE SAME

Appin. No.	Pub. No.	Appin. Status	Country	File Date	Pub Date	Title
11/904228		Pending	United States of America	26-Sep-2007		
11/904468		Pending	United States of America	27-Sep-2007		ABSORBENT ARTICLE AND METHOD OF MAKING SAME
10/673638		Pending	United States of America	30-Sep-2003		PERFORMANCE INDEX FOR DIAPER LEAKAGE INCLUDING SURROUNDS EFFICIENCY MODEL

III. *Granted Patents (formerly owned by Tyco Healthcare Retail Services, AG)*

Country	Application No.	Patent No.	Status	Title
US	08/237,204	5,558,655	Granted	ABSORBENT ARTICLE WITH DRY SURFACE COMPOSITE CONSTRUCTION
US	08/151,385	5,599,334	Granted	ABSORBENT ARTICLE WITH SUBSTANTIAL VOLUME CAPACITY AND RETAINABLE SHAPE
US	07/887,024	D342,996	Granted	INCONTINENCE PAD
US	07/887,025	D348,514	Granted	SANITARY NAPKIN
US	29/020,026	D362,120	Granted	APERTURED COVERSTOCK FOR ABSORBENT ARTICLES
US	29/025/453	D364,040	Granted	APERTURED COVERSTOCK FOR ABSORBENT ARTICLES

FIRST QUALITY TRADEMARK SCHEDULE

NUTEK DISPOSABLES, INC.

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status/ Comments
U.S.	SINGLE HAND DISPENSING	2468553 (75434067)	7/10/2001 (2/4/1998)	Nutek Disposables, Inc.	Registered  J.P. Morgan Lien

FIRST QUALITY TISSUE, LLC

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status/ Comments
U.S.	FIRST QUALITY	(78447840)	(7/8/2004)	First Quality Tissue, LLC	Allowed  J.P. Morgan Lien
U.S.	FLEX-A-SIZE	3126709 (78702458)	8/8/2006 (8/29/2005)	First Quality Tissue, LLC	Registered  J.P. Morgan Lien
U.S.	FQT	(78689288)	(8/10/2005)	First Quality Tissue, LLC	Allowed  J.P. Morgan Lien
U.S.	PLENTY	(78447824)	(7/8/2004)	First Quality Tissue, LLC	Allowed  J.P. Morgan Lien
U.S.	PANDA	(78909784)	(06/16/2006)	First Quality Tissue, LLC	Allowed
U.S.	PLENTY CROWN JEWEL	(78854685)	(04/05/2006)	First Quality Tissue, LLC	Allowed
U.S.	PLENTY IS MORE	(78854522)	(04/05/2006)	First Quality Tissue, LLC	Allowed
U.S.	PREVAIL	(78457942)	(7/28/2004)	First Quality Tissue, LLC	Allowed  J.P. Morgan Lien
U.S.	RED PANDA	(77426359)	(3/19/2008)	First Quality Tissue, LLC	Pending

FIRST QUALITY NONWOVENS, INC.

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status/ Comments
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Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status/ Comments
U.S.	COMBAR	3002505 (78160506)	9/27/2005 (9/4/2002)	First Quality Nonwovens, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	PILLOW BOND	2936797 (78162475)	3/29/2005 9/10/2002	First Quality Nonwovens, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	XTEND	(77066638)	(12/18/2006)	First Quality Nonwovens, Inc.	Allowed
U.S.	KAZZMERE	(77440148)	(4/4/2008)	First Quality Nonwovens, Inc.	Pending

FIRST QUALITY PRODUCTS, INC.

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status/ Comments
U.S.	ACTIVA SYSTEM	2882873 (78104531)	9/7/2004 (1/24/2002)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	ADVANCED ZONING SYSTEM	2703266 (78094182)	4/1/2003 (11/19/2001)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	ALL NITES	2722670 (78084224)	6/3/2003 (9/17/2001)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	ALL NITES	3381581 (77227908)	2/12/2008 (07/12/2007)	First Quality Products, Inc.	Registered
U.S.	AT FIRST QUALITY WE PUT QUALITY OF LIFE FIRST	2867822 (78159144)	7/27/2004 (8/29/2002)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien



Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status/ Comments
U.S.	AZS	2703267 (78094186)	4/1/2003 (11/19/2001)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	AZS ADVANCED ZONING SYSTEM	2909184 (78195910)	12/7/2004 (12/18/2002)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	BEN-E-FIT	(78322171)	(11/03/2003)	First Quality Products, Inc.	Allowed  Citizens Bank Lien  JP Morgan Chase Bank
U.S.	BREEZERS	3059471 (78330038)	2/14/2006 11/19/2003	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	COMFORT SHAPE	2520518 (75488066)	5/14/1998 (12/18/2001)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	CUTIES	2881901 (75355994)	9/7/2004 (8/25/97)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	DRI-BED	(78480758)	(9/9/2004)	First Quality Products, Inc.	Allowed  J.P. Morgan Lien
U.S.	EASY AS 1-2-3	3019852 (78384420)	11/29/2005 (3/15/2004)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status/ Comments
U.S.	EASY-LOCK FASTENER	3007873 (78330741)	10/18/2005 (11/20/2003)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	ELF	3036605 (78330960)	12/27/2005 (11/20/2003)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	FASTRAC	(78854267)	(04/05/2006)	First Quality Products, Inc.	Allowed
U.S.	FETCHERS	(77112711)	(02/21/2007)	First Quality Products, Inc.	Allowed
U.S.	FIRST QUALITY	2390759 (75444356)	10/3/2000 (3/4/1998)	First Quality Products, Inc.	Registered  Citizen Bank Lien JP Morgan Lien
U.S.	FIRST QUALITY	3224045 (78671087)	4/3/2007 (7/15/2005)	First Quality Products, Inc.	Registered  J.P. Morgan Lien
U.S.	FITS TO A T	2720065 (78049447)	5/27/2003 (2/21/2001)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	FQ	2981798 (78230823)	8/2/2005 (3/27/2003)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	FQP	2834526 (78230394)	4/20/2004 (3/26/2003)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status/ Comments
U.S.	NU-FIT	2678408 (75495103)	1/21/2003 (6/3/1998)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	PERFIT	2889408 (75793365)	9/28/2004 (9/7/1999)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	PER-FIT	2559548 (75786904)	4/29/2002 (8/27/1999)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	PREVAIL	2390758 (75444355)	10/3/2000 (3/4/1998)	First Quality Products, Inc.	Registered  Citizen Bank lien JP Morgan Lien
U.S.	PREVAIL	1986312 (74608359)	7/9/1996 (12/8/1994)	First Quality Products, Inc.	Registered  Citizen Bank lien JP Morgan Lien
U.S.	PREVAIL ALL NITES	2720118 (78084222)	5/27/2003 (9/17/2001)	First Quality Products, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	PREVAIL ALL NITES	3381582 (77228054)	2/12/2008 (07/12/2007)	First Quality Products, Inc.	Registered
U.S.	PREVAIL CLASSICS	(78419156)	(5/14/2004)	First Quality Products, Inc.	Allowed  J.P. Morgan Lien
U.S.	PREVAIL CROWN JEWEL	(78854248)	(04/05/2006)	First Quality Products, Inc.	Allowed
U.S.	PREVAIL PM	(78808812)	(02/07/2006)	First Quality Products, Inc.	Allowed
U.S.	QUICK WICK	(78827217)	(03/02/2006)	First Quality Products, Inc.	Allowed

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status/ Comments
U.S.	TOTAL CARE	2278241 (74693321)	9/14/1999 (6/26/1995)	First Quality Products, Inc.	Registered  Mellon Bank Lien Citizen Bank Lien J.P. Morgan Lien
U.S.	VALUE BUY	(78444050)	(6/30/2004)	First Quality Products, Inc.	Allowed  J.P. Morgan Lien
U.S.	XTREMEFIT	(77102363)	(2/08/2007)	First Quality Products, Inc.	Allowed
U.S.	CORRECT-FIT	(77252052)	(8/10/2007)	First Quality Products, Inc.	Pending
U.S.	CORRECT-A- FIT	(77252067)	(8/10/2007)	First Quality Products, Inc.	Allowed
U.S.	PREVAIL IN THE MAIL	(77288148)	(9/25/2007)	First Quality Products, Inc.	Pending
U.S.	EZ CHANGE	(77332839)	(11/19/2007)	First Quality Products, Inc.	Published
U.S.	STAR WITH A FACE DESIGN	(77308234)	(10/19/2007)	First Quality Products, Inc.	Published

FIRST QUALITY HYGIENIC, INC.

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status/ Comments
U.S.	COMFORT SHAPE	2659797 (75488058)	12/10/2002 (5/14/1998)	First Quality Hygienic, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	FEMTEX	2556201 (78072619)	4/2/2002 (7/6/2001)	First Quality Hygienic, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien
U.S.	FIBER-LOCK	2283969 (75403567)	10/5/1999 (12/4/1997)	First Quality Hygienic, Inc.	Registered  Citizen Bank Lien  J.P. Morgan Lien

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status/ Comments
U.S.	OPAL	3131072 (78/535,597)	8/15/2006 (12/20/2004)	First Quality Hygienic, Inc.	Registered  JP Morgan Lien
U.S.	OPAL BY FEMTEX	3131071 (78535594)	8/15/2006 (12/20/2004)	First Quality Hygienic, Inc.	Registered  J.P. Morgan Lien
U.S.	FEMTEX	(78704010)	(08/31/2005)	First Quality Hygienic, Inc.	Published
U.S.	FEMTEX	(77079779)	(01/10/2007)	First Quality Hygienic, Inc.	Allowed
U.S.	FEMTEX CROWN JEWEL	(78854326)	(04/05/2006)	First Quality Hygienic, Inc.	Published
U.S.	POSI-LOCK PUNCH	2283970 (75403568)	10/5/1999 (12/4/1997)	First Quality Hygienic, Inc.	Registered  Citizen Bank Lien Mellon Bank Lien J.P. Morgan Lien

FIRST QUALITY ENTERPRISES, INC.

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status/ Comments
U.S.	FIRST QUALITY	(78890373)	(05/23/2006)	First Quality Enterprises, Inc.	Allowed
U.S.	FIRST QUALITY	(77165079)	(04/25/2007)	First Quality Enterprises, Inc.	Pending
U.S.	FQ LOGO	(77165173)	(04/25/2007)	First Quality Enterprises, Inc.	Pending
U.S.	FIRST QUALITY {Stylized}	(77165147)	(04/25/2007)	First Quality Enterprises, Inc.	Pending
U.S.	PLENTY	(78890429)	(05/23/2006)	First Quality Enterprises, Inc.	Allowed
U.S.	PLENTY BY FIRST QUALITY	(78890386)	(05/23/2006)	First Quality Enterprises, Inc.	Allowed

FIRST QUALITY BABY PRODUCTS, LLC

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status/ Comments
U.S.	PANDA	(77396144)	(02/13/2008)	First Quality Baby Products, LLC	Pending
U.S.	CUTIES	(77287326)	(09/24/2007)	First Quality Baby Products, LLC	Published
U.S.	PANDA	(77256663)	(08162007)	First Quality Baby Products, LLC	Published
U.S.	RED PANDA	(77426343)	(03192008)	First Quality Baby Products, LLC	Pending

FIRST QUALITY RETAIL SERVICES, LLC

*I. Trademarks formerly owned by Tyco Healthcare Retail Group, Inc.*

Cty	Trademark	Status	App. No.	Reg. No.
US	FLEXI-WINGS	Registered		2508481
US	ULTRA FITS	Registered	75/142390	2091046
US	DRY 'N CLEAN	Registered	614198	1444799
US	NITETIME	Registered	74530374	2016080
CA	OMNI-ODOR-GUARD	Registered		349693
US	OMNI-ODOR-GUARD	Registered	74/477777	1867961
US	COMFORT DAYS	Registered	78/064062	2691675
US	SLEEP OVERS	Registered	76/356750	2744352
CA	ULTRA DRY QUILTING	Registered	1025360	545967
US	PURE COMFORT	Registered	78/076330	2637468
US	SLEEP PANTS	Registered	78/125022	2770377
US	FEEL THE REAL DIFFERENCE	Registered	78/170918	2933973
US	RUNAROUNDS	Registered	78/263704	2865115
US	OPTIONS	Registered	78/186825	2946658
US	SURECHOICE	Registered	78/208704	2929678
US	SUREDRIY	Registered	78/213693	2921568
CA	SUREDRIY	Pending	1168064	
CA	FEEL THE REAL DIFFERENCE	Published	1168065	
US	CRADLERS	Registered	78/241429	2963534
MX	SIENTA LA DIFERENCIA	Registered	637170	844489
US	SOFT-FIT	Registered	78/271297	2945128
US	TRUE COMFORT COMES FROM TRUE CHOICE	Registered	78/308347	2881831
US	UNDIE-FIT	Published	78/309558	
CA	SLEEP OVERS	Published	1198045	

Cty	Trademark	Status	Appl. No.	Reg. No.
MX	WONDER DRYS	Registered	634830	838932
MX	WONDERDRYS	Registered	634829	838931
MX	GIGGLES	Registered	660140	868751
CA	UNDIE-FIT	Published	1236414	
US	FLEX-FIT	Registered	78/609415	3202796
US	KNOW & GO	Pending	78/622050	
US	TEACH AND CHANGE	Registered	78/622057	3195135
US	TRAIN & GO	Pending	78/622064	
US	WOBBLESTRETCH	Published	78/659455	
US	GLOW N GROW	Published	78/659457	
US	CLEAN CATCH	Published	78/742228	
US	EASY-FIND	Published	78/773809	
US	SLEEP TITES	Published	78/790923	
US	WOBLERROOM	Published	78/794459	
US	A TON OF FUN FOR YOUR LITTLE ONE!	Published	78/794455	
US	Pool Pack	Published	78/842890	
US	SIMPLY SHINE	Published	78/864405	
US	SIMPLY SPARKLE	Published	78/864418	
US	CREATING A DRIER WORLD	Published	78/907588	
US	Mother and baby (Design Mark)	Pending	77/068160	
US	RUNABOUTS	Pending	77/079683	
GB	RUNAROUNDS	Pending	2444470	

II. Trademarks formerly owned by Tyco Healthcare Retail Group, AG

Cty	Trademark	Status	Appl. No.	Reg. No.
CA	CANAUX'D ARBSORPTION DYNAFLOW	Registered	1025356	549692
US	DIMENSION	Registered	73/691250	1489849
US	DRI SILK	Registered	401495	1940176
CA	DRI-KNIT	Registered	806651	478093
CA	DRI-SILK	Registered	776933	457413
US	DRI-SOFT	Pending	77/125174	
CA	DRY BLUE QUILTING	Registered	1025500	557088
US	DRY BLUE QUILTING	Registered	75/199755	2157862
CA	DYNAFLOW CHANNELS	Registered		349835
US	FRESH TIMES	Registered	78/064063	2562006
US	HAPPIES	Registered	75/142391	2110007
CA	INSTASORB LAYER	Registered	1025358	545629
CA	RAPID DRY	Registered	1072402	567152
US	RAPID-DRY	Registered	75/142392	2104440
CA	SILENT WEAVE	Registered	1025498	557103
US	SILENT WEAVE	Registered	74359241	1871805

US	SURETYS	Registered	674323	1477404
US	TENDER TOUCH	Registered	75/097400	2170056
CA	VELSOFT	Registered	595886	478400
US	VELSOFT	Registered	665654	1483387
US	VELSOFT	Registered	73/496252	1396390



SCHEDULE V  
TO SECURITY AGREEMENT

Commercial Tort Claims

None.