

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF A SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hanna Andersson, LLC		11/25/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ableco Finance LLC, as collateral agent		
<b>Street Address:</b>	450 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1881013	HANNADOWNS	
Registration Number:	1582686	HANNA ANDERSSON	
Registration Number:	1478085	HANNA ANDERSSON	
Registration Number:	1395322	HANNA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-756-2198		
<b>Email:</b>	jason.marin@srz.com		
<b>Correspondent Name:</b>	Jason Marin, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951.0966		

CH \$115.00 1881013

NAME OF SUBMITTER:	Jason Marin, Esq. (014951.0966)
Signature:	/kc for jsm/
Date:	11/25/2008
<b>Total Attachments: 3</b> source=Trademark Grant of Security Interest for Hanna Andersson, LLC#page1.tif source=Trademark Grant of Security Interest for Hanna Andersson, LLC#page2.tif source=Trademark Grant of Security Interest for Hanna Andersson, LLC#page3.tif	

## GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Hanna Andersson, LLC (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November \_\_, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Collateral as such term is defined in the Security Agreement) to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November \_\_, 2008.

HANNA ANDERSSON, LLC

By: *Phillip J. Tosca*  
Name: Phillip J. Tosca  
Title: Chief Executive Officer

STATE OF Illinois

COUNTY OF DuPage

ss.:


On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came Phillip Tosca, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO of Hanna Andersson, LLC, a Delaware LLC, and that s/he executed the foregoing instrument in the firm name of Hanna Andersson, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

"OFFICIAL SEAL"  
ELIZABETH J. BURNS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/15/2009

*Elizabeth Burns*  
[NOTARY SEAL]

Grant of Security Interest - Trademarks

Schedule A

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/Goods and Services	Current Owner
HANNADOWNS	USA	74/498061 03/07/1994	1881013 02/28/1995	42, Charitable services, namely providing clothing	Hanna Andersson Corporation
HANNA ANDERSSON	USA	73/810434 07/03/1989	1582686 02/13/1990	25, T-shirts, shirts, dresses, robes, hats, rompers, pants, swimsuits, jumpsuits, sweaters, etc.	Hanna Andersson Corporation
HANNA ANDERSSON	USA	73/664449 06/03/1987	1478085 02/23/1988	42, Mail order catalogue and retail store services in the field of children's toys, furniture and clothing and adult clothing and accessories not including footwear	Hanna Andersson Corporation
HANNA Stylized Letters 	USA	73/540149 05/28/1985	1395322 05/27/1986	42, Mail order catalogue services in the field of children's toys, furniture and clothing, not including footwear	Hanna Andersson Corporation