

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
Kiddopotamus & Company		04/18/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1750758	BUCKLE BUDDY
Registration Number:	2414463	KIDDOPOTAMUS
Registration Number:	2456498	BABY SHADE
Registration Number:	3437191	ESFRE
Registration Number:	3379220	POCHÉ
Registration Number:	2775572	SNUZZLER
Registration Number:	2827695	SWADDLEME
Registration Number:	3119024	TINYDINER
Registration Number:	2914479	GOCOZY
Registration Number:	2871681	BABY FRESHFACE
Registration Number:	2853924	RAYSHADE
Registration Number:	3044618	POSHPOUCH
Registration Number:	2946985	CRADLER
Registration Number:	2981058	HUGGACUB

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Registration Number:	3069285	DOODLEDINER
Registration Number:	3214013	BIBBITY
Registration Number:	3336135	SNUGHUG
Registration Number:	3085528	COVERFUN
Registration Number:	3123119	TRIOSTOTE
Registration Number:	3111660	DUOMAT
Registration Number:	3090157	CHANGEAWAY
Registration Number:	3150237	SECURESTRAP
Registration Number:	3192848	POPPIT
Registration Number:	3187370	DREAMSIE
Registration Number:	3358262	SWADDLESET

CORRESPONDENCE DATA

Fax Number: (203)975-7180
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 203-353-6834
Email: clondon@eapdlaw.com
Correspondent Name: Edwards Angell Palmer & Dodge LLP
Address Line 1: 301 Tresser Boulevard
Address Line 2: Paralegal Christina London
Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	51442.0174 BOA
NAME OF SUBMITTER:	Christina London
Signature:	/christina london/
Date:	01/22/2009

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 18, 2008 is made between Kiddopotamus & Company, a Delaware corporation (the "Grantor"), and Bank of America, N.A., as Agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, certain affiliates of Grantor and the Agent, among others, are parties to a Credit Agreement, dated as of April 10, 2008, as amended by that certain Joinder and Security Agreement of even date herewith pursuant to which Grantor became a party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Secured Parties party thereto;

WHEREAS, in connection with the Credit Agreement, certain affiliates of Grantor, have executed and delivered a Guaranty and Security Agreement, dated as of April 10, 2008, as amended by that certain Joinder and Security Agreement of even date herewith pursuant to which Grantor became a party thereto (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations and Guarantor Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for the benefit of the Secured Parties, and hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of

Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Guaranty and Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for the benefit of the Secured Parties under the Guaranty and Security Agreement. The Guaranty and Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

(The next page is the signature page.)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KIDDOPOTAMUS & COMPANY

By: Joseph Driscoll
Joseph Driscoll, CFO

BANK OF AMERICA, N.A.,
as Agent

By: _____
William J. Faidell, Vice President

STATE OF RHODE ISLAND
COUNTY OF WOONSOCKET

In Woonsocket on the 18th day of April, 2008, before me personally appeared Joseph Driscoll, the CFO of Kiddopotamus & Company, to me known and known by me to be the person executing the foregoing instrument and he acknowledged the foregoing by him executed to be his free act and deed in his said capacity and the free act and deed of said corporation.

Steven Steinbaum
Notary Public
My commission expires: 7/22/09
-seal-

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this ___ day of April, 2008 before me, the undersigned notary public, personally appeared William J. Faidell, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized Vice President of Bank of America, N.A.

Notary Public
My commission expires: _____
Print Notary Public's Name: _____
Qualified in the Commonwealth of Massachusetts
[Seal]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KIDDOPOTAMUS & COMPANY

By: _____
Joseph Driscoll, CFO

BANK OF AMERICA, N.A.,
as Agent

By: _____
Todd Mac Neill, Vice President

STATE OF RHODE ISLAND
COUNTY OF WOONSOCKET

In Woonsocket on the ___ day of April, 2008, before me personally appeared Joseph Driscoll, the CFO of Kiddopotamus & Company, to me known and known by me to be the person executing the foregoing instrument and he acknowledged the foregoing by him executed to be his free act and deed in his said capacity and the free act and deed of said corporation.

Notary Public
My commission expires:
-seal-

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 18th day of April, 2008 before me, the undersigned notary public, personally appeared Todd Mac Neill, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized Vice President of Bank of America, N.A.



KALENS HEROLD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 25, 2013

Notary Public

My commission expires: 01/25/2013
Print Notary Public's Name: Kalens Herold
Qualified in the Commonwealth of Massachusetts
[Seal]

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Title - Mark	Jurisdiction	App. No.	Date Filed	Reg. No.	Date Registered	Owner
BUCKLE BUDDY	US	74246174	02/12/1992	1750758	02/02/1993	Kiddopotamus & Company
KIDDOPOTAMUS	US	75524725	07/24/1998	2414463	12/19/2000	Kiddopotamus & Company
BABY SHADE	US	75565567	10/06/1998	2456498	05/21/2001	Kiddopotamus & Company
ESFRE'	US	77116530	02/26/2007			Kiddopotamus & Company
POCHE'	US	77090362	01/24/2007	3379220	02/05/2008	Kiddopotamus & Company
SNUZZLER	US	78140992	07/03/2002	2775572	10/21/2003	Kiddopotamus & Company
SWADDLEME	US	78140997	07/03/2002	2827695	03/30/2004	Kiddopotamus and Company
TINYDINER	US	78140999	07/03/2002	3119024	07/25/2006	Kiddopotamus & Company
GOCOZY	US	78256427	05/30/2003	2914479	12/28/2004	Kiddopotamus & Company
BABY FRESHFACE	US	78266199	06/24/2003	2871681	08/10/2004	Kiddopotamus & Company
RAYSHADE	US	78271727	07/08/2003	2853924	06/15/2004	Kiddopotamus & Company
POSHPOUCH	US	78389296	03/23/2004	3044618	01/17/2006	Kiddopotamus & Company
CRADLER	US	78389301	03/23/2004	2946985	05/03/2005	Kiddopotamus & Company
HUGGACUB	US	78418995	05/14/2004	2981058	08/02/2005	Kiddopotamus & Company
DODDLEDINER	US	78420993	05/18/2004	3069285	03/14/2006	Kiddopotamus & Company
BIBBITY	US	78595422	03/25/2005	3214013	02/27/2007	Kiddopotamus & Company
SNUGHUG	US	78598306	03/30/2005	3336135	11/13/2007	Kiddopotamus & Company
COVERFUN	US	78633422	05/19/2005	3085528	04/25/2006	Kiddopotamus & Company
TRIOSTOTE	US	78633433	05/19/2005	3123119	08/01/2006	Kiddopotamus & Company
DUOMAT	US	78633448	05/19/2005	3111660	07/04/2006	Kiddopotamus & Company
CHANGEAWAY	US	78634833	05/23/2005	3090157	05/9/2006	Kiddopotamus & Company
SECURESTRAP	US	78706336	09/02/2005	3150237	09/26/2006	Kiddopotamus & Company
POPPIT	US	78795315	01/19/2006	3192848	01/02/2007	Kiddopotamus & Company

Title - Mark	Jurisdiction	App. No.	Date Filed	Reg. No.	Date Registered	Owner
DREAMSIE	US	78832962	03/09/2006	3187370	12/19/2006	Kiddopotamus & Company
SWADDLESET	US	78864235	04/18/2006	3358262	12/18/2007	Kiddopotamus & Company
TINYDINER	Canada	1175229	04/17/2003	TMA625837	11/18/2004	Kiddopotamus & Company
BEDDIEBYE	China	5189044	03/03/2006			Kiddopotamus & Company
CHANGEAWAY	China	5189045	03/03/2006			Kiddopotamus & Company
DUOMAT	China	5189043	03/03/2006			Kiddopotamus & Company
ESFRE'	China	6103074	06/11/2007			Kiddopotamus & Company
KIDDOPOTAMUS	China	5189046	03/03/2006			Kiddopotamus & Company
PIDDLEPAD	China	5194861	03/03/2006			Kiddopotamus & Company
POCHE'	China	6161264	07/12/2007			Kiddopotamus & Company
POPPIT	China	5449979	06/29/2006			Kiddopotamus & Company
POSHPOUCH	China	5194862	03/06/2006			Kiddopotamus & Company
RAYSHADE	China	5194863	03/06/2006			Kiddopotamus & Company
SNUGHUG	China	5194864	03/06/2006			Kiddopotamus & Company
SNUZZLER	China	5194865	03/06/2006			Kiddopotamus & Company
SWADDLEME	China	5194866	03/06/2006			Kiddopotamus & Company
TRIOSTOTE	China	5189047	03/03/2006			Kiddopotamus & Company
BIBBITY	South Korea	40-2008-0003989	01/25/2008			Kiddopotamus & Company
CRADLER	South Korea	40-2008-0003990	01/25/2008			Kiddopotamus & Company
CUSHYSTRAPS	South Korea	40-2008-0004052	01/28/2008			Kiddopotamus & Company
KIDDOPOTAMUS	South Korea	40-2008-0004047	01/28/2008			Kiddopotamus & Company
RAYSHADE	South Korea	40-2008-0004050	01/28/2008			Kiddopotamus & Company
SNUZZLER	South Korea	40-2008-0004053	01/28/2008			Kiddopotamus & Company
TINYDINER	South Korea	40-2008-0004048	01/28/2008			Kiddopotamus & Company

Item B. Trademark Licenses. None.