

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
Skip Hop, Inc.		04/07/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Sterling National Bank
Street Address:	500 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77707852	CHELSEA & MAIN
Registration Number:	3292662	PRONTO!
Registration Number:	3663502	SKIP HOP
Registration Number:	3663501	SKIP HOP
Registration Number:	3663494	SKIP HOP
Registration Number:	3591986	SKIP HOP
Registration Number:	3663679	SKIP HOP
Registration Number:	3165273	SKIP HOP
Registration Number:	3003466	SKIP * HOP
Serial Number:	77826112	ZOO PACKS

CORRESPONDENCE DATA

Fax Number: (212)262-5152
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-977-9700

900161027

**TRADEMARK
 REEL: 004196 FRAME: 0935**

CH \$265.00 77707852

Email: bfishkin@phillipsnizer.com
Correspondent Name: Barry H. Fishkin
Address Line 1: 666 Fifth Avenue
Address Line 4: New York, NEW YORK 10103

ATTORNEY DOCKET NUMBER:	81126.6
NAME OF SUBMITTER:	Jennifer Major
Signature:	/Jennifer Major/
Date:	04/30/2010

Total Attachments: 14

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**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made and entered into this 7th day of APRIL, 2010, by **SKIP HOP, INC.**, a New York corporation, having its principal and chief executive office at 146 West 29th Street, New York, New York 10001 ("Skip Hop"), in favor of **STERLING NATIONAL BANK**, a national banking association whose address is 500 Seventh Avenue, New York, New York 10018 (the "Secured Party").

WITNESSETH:

WHEREAS, Skip Hop is justly indebted to the Secured Party pursuant to that certain Loan and Security Agreement of even date herewith ("Loan Agreement") arising from a line of credit established for the benefit of Skip Hop in the principal amount of \$3,000,000.00 and other obligations as set forth in the Loan Agreement; and

WHEREAS, the Secured Party has required that Skip Hop execute and deliver this Agreement to secure Skip Hop's performance under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Skip Hop hereby covenants and agrees with Secured Party as follows:

1. Security Interest. To secure the complete and timely payment of Skip Hop's obligations arising under the Loan Agreement and related loan documents (the "Obligations"), Skip Hop hereby grants a continuing security interest in its entire right, title and interest in and to (a) all of its now owned and hereafter acquired or arising and filed patents and patent applications, including, without limitation, each patent and application listed on Schedule A, attached hereto, respectively, and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Patents"); and (b) all of its now owned or existing, and hereafter acquired or arising and filed, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including, without limitation, common law rights and each mark, registration, and application listed on Schedule B, attached hereto, respectively, and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the

"Trademarks"); and (c) all of its now owned or existing and registered, and hereafter acquired or arising and registered, copyrights, including without limitation, those copyrights listed on Schedule C attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Copyrights"), and together in each case with the goodwill of Skip Hop's business connected with the use of, and symbolized by, any of the foregoing. The Patents, Trademarks and Copyrights are sometimes collectively referred to herein as the "Intellectual Property."

2. Representations, Warranties and Covenants of Skip Hop. Skip Hop represents, warrants, covenants and agrees that:

(a) The Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) Each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) No claim has been made that (i) the use of any of the Intellectual Property does or may violate the rights of any third person, (ii) no claims for infringement have been commenced in connection with any of the Intellectual Property, nor is there a reasonable basis therefor;

(d) Skip Hop is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Skip Hop not to sue third persons;

(e) Skip Hop has the unqualified right to enter into this Agreement and perform its terms; and

(f) Skip Hop has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Intellectual Property.

3. Further Assurances. Skip Hop agrees that, until all of the Obligations shall have been paid in full, it will not enter into any agreement which is inconsistent with Skip Hop's obligations under this Agreement without Secured Party's prior written consent. Skip Hop further agrees that at any time and from time to time, at the expense of Skip Hop, Skip Hop will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that may be reasonably necessary or desirable, or that Secured Party may request, in order to perfect and protect the collateral assignment granted or purported

to be granted hereby with respect to the Intellectual Property or to enable Secured Party to exercise its rights and remedies hereunder with respect to the same.

4. Additional Patents, Trademarks and Copyrights. If, before all of the Obligations shall have been paid in full, Skip Hop shall obtain rights to any new patents, trademarks or copyrights, the provisions of Paragraph 1 shall automatically apply thereto and Skip Hop shall give Secured Party prompt written notice thereof.

5. Modification by Secured Party. Skip Hop authorizes Secured Party to modify this Agreement by amending Schedules A, B, and C to include any future patents and patent applications and any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future copyright applications and registrations covered by Paragraphs 1 and 4 hereof, without the signature of Skip Hop if permitted by applicable law.

6. Default. If a Default occurs and is continuing under the Loan Agreement, as defined therein, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Skip Hop, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Intellectual Property, or any interest which Skip Hop may have therein, and after deducting from the proceeds of sale or other disposition of the Intellectual Property all reasonable expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in such order and manner as Secured Party, in its sole discretion, may elect. Any remainder of the proceeds after payment in full of all of the Obligations shall be paid over to Skip Hop. Notice of any sale or other disposition of the Intellectual Property shall be given to Skip Hop at least twenty (20) days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which Skip Hop hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Obligations or Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Intellectual Property sold, free from any right of redemption on the part of Skip Hop, which right is hereby waived and released. Notwithstanding the remedies set forth above, Secured Party will not exercise any remedies relating to foreclosure upon, the assignment of, the sale of, transfer of, or disposition of, the Intellectual Property (collectively, the "Disposition Remedies") unless (A) 120 days has elapsed from the occurrence of a Default (the "120 Day Waiting Period") and such Default has not been waived in writing by Secured Party, and (B) the Guarantors have not, after the expiration of the 120 Day Waiting Period and the expiration of five (5) business days after Secured Party has (after the expiration of such 120 Day Waiting Period) notified the Guarantors in writing of its intention to sell the Intellectual Property, paid all of the Obligations of Skip

Hop. Notwithstanding the foregoing limitation set forth in the preceding sentence, if at any time during the 120 Day Waiting Period (1) a voluntary or involuntary petition under the United States Bankruptcy Code is filed by, or against, Skip Hop (provided that Secured Party is not a party to any such involuntary petition), or (2) if any other Person exercises and/or enforces rights and/or remedies, including without limitation, levying against or with respect to the Intellectual Property, Secured Party may immediately exercise all of its rights and remedies with respect to the Intellectual Property, including without limitation, the Disposition Remedies, and shall not be subject to the 120 Day Waiting Period.

6. Termination of Security Interest. At such time as Skip Hop shall pay all of the Obligations in full, this Agreement shall terminate and Secured Party shall execute and deliver to Skip Hop all releases and other instruments as may be necessary or proper to release the Security Interest and re-vest in Skip Hop full title to the Intellectual Property, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

7. Expenses. Any and all reasonable fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne and paid by Skip Hop on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the post maturity rate provided in the Loan Agreement.

8. Preservation of Intellectual Property. Skip Hop shall have the duty to prosecute diligently any applications to register any of the Intellectual Property pending as of the date of this Agreement, to make federal application on registrable but unregistered Intellectual Property, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Intellectual Property used in Skip Hop's business. Any expenses incurred in connection with the Intellectual Property shall be borne solely by Skip Hop. Skip Hop shall not abandon any Intellectual Property without the prior written consent of Secured Party, which consent shall not be unreasonably withheld except that Skip Hop may abandon any Intellectual Property that it determines in its reasonable business judgment is no longer necessary or useful to its business.. Skip Hop shall have the right, with the prior written consent of Secured Party, to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect the Intellectual Property, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder.

9. No Waiver. No course of dealing between Skip Hop and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Relationship to Other Agreements. This Agreement and the liens and security interests (and pledges and assignments, as applicable) herein granted are in addition to any and all other deeds of trusts, mortgages, security agreements, security interests, pledges, assignments, liens, rights, titles or interests in favor of Secured Party or assigned to such party in connection with the obligations of Skip Hop to such party. All rights and remedies of Secured Party in all such agreements are cumulative.

12. Amendments. This Agreement is subject to amendment only by a writing signed by all of the parties hereto, except as provided in Paragraph 5.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Skip Hop may not assign or delegate any of its rights of obligations under this Agreement.

14. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of this 7th day of APRIL, 2010.

SKIP HOP, INC

By: 

Name: Michael Diamant

Title: President

STERLING NATIONAL BANK
("Secured Party")

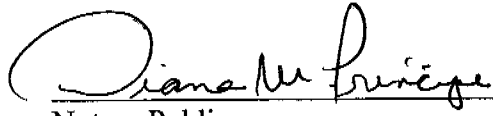
By: Robert Nuytkens VP
Name: Robert Nuytkens
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 7th day of April, 2010, before me personally appeared **Michael Diamant**, to me personally known, who, being by me duly sworn, did say that he/she is the President of **SKIP HOP, INC**, a New York corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

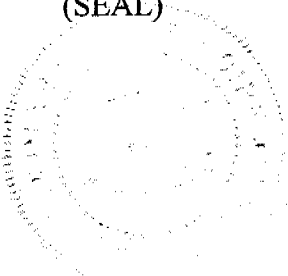


Notary Public

My Commission Expires:

DIANA M. PRINCIPE
Notary Public, State Of New York
No. 01PR4880404
Qualified In Kings County
Commission Expires January 12, 2011

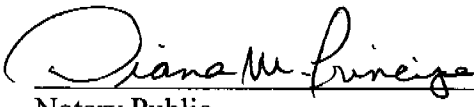
(SEAL)



STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

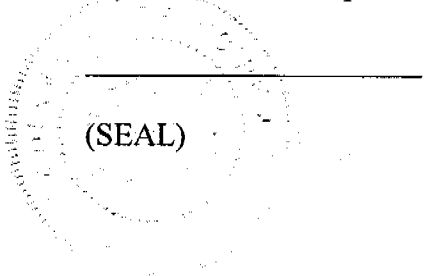
On this ~~7th~~ day of April, 2010, before me personally appeared **Robert Nuytkens**, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President of **STERLING NATIONAL BANK**, a national banking association, and that said instrument was signed on behalf of said company by authority of its Board of Directors; and said Vice President acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires:



DIANA M. PRINCIPE
Notary Public, State Of New York
No. 01PR4880404
Qualified In Kings County
Commission Expires January 12, 20 11

SCHEDULE A
Patents

SKIP HOP, INC.

	TITLE	COUNTRYID	FILE	SERIALNO	ISSUE	PATENTNO	IMATTERNO	TYPE	STATUS
1	User-expandable Changing Pad ("Pronto")	EP	2 /28/2007	07250842.7			P09358EP00	UTL	PENDING
2	User-expandable Changing Pad ("Pronto")	EU	2 /28/2007	000679683-0001	2 /28/2007	000679683-0001	P09358EU00	DES	ISSUED
3	User-expandable Changing Pad ("Pronto")	EU	2 /28/2007	000679683-0002	2 /28/2007	000679683-0002	P09358EU01	DES	ISSUED
4	User-expandable Changing Pad ("Pronto")	EU	2 /28/2007	000679683-0003	2 /28/2007	000679683-0003	P09358EU02	DES	ISSUED
5	User-expandable Changing Pad ("Pronto")	EU	12/13/2007	000843289	12/13/2007	000843289-0001	P09358EU03	DES	ISSUED
6	User-expandable Changing Pad ("Pronto")	US	2 /28/2006	11/362,853			P09358US00	UTL	PUBLISHED
7	Diaper Bag	EU	3 /15/2007	000692231-0003	3 /15/2007	000692231-0003	P09359EU00	DES	PENDING
8	Diaper Bag	US	3 /15/2006	29/255,946	2 /2 /2010	D609,008	P09359US00	DES	ISSUED
9	Diaper Bag	EU	3 /15/2007	000692231-0002	3 /15/2007	000692231-0002	P09361EU00	DES	ISSUED
10	Diaper Bag	EU	3 /15/2007	000692231-0004	3 /15/2007	000692231-0004	P09362EU00	DES	ISSUED
11	Jar/Bottle Holder ("Chow")	EU	3 /21/2007	000696117-0001	3 /21/2007	000696117-0001	P09363EU00	DES	ISSUED
12	Jar/Bottle Holder ("Chow")	US	9 /11/2006	29/266,484	6 /5 /2007	D543,803	P09363US00	DES	ISSUED
13	Drying Rack	EU	3 /21/2007	000696117-0002	3 /21/2007	000696117-0002	P09364EU00	DES	ISSUED
14	Combined drying rack and bottle brush therefore ("Splash")	US	9 /22/2006	29/266,485	1 /20/2009	D 585,170	P09364US00	DES	ISSUED
15	Diaper Caddy	EU	3 /15/2007	000692231-0001	3 /15/2007	000692231-0001	P09365EU00	DES	ISSUED
16	Diaper Caddy	US	9 /20/2006	29/267,708	7 /29/2008	D 573,795	P09365US00	DES	ISSUED
17	Compound Buckle	EP	4 /9 /2008	08251371.4			P09367EP00	UTL	PENDING
18	Compound Buckle	US	9 /7 /2007	11/896,968			P09367US00	UTL	PUBLISHED
19	User-configurable Floor Mat ("Playspot")	EU	2 /13/2008	000879986-0001	2 /13/2008	000879986-0001	P09380EU00	DES	ISSUED
20	User-configurable Floor Mat ("Playspot")	EU	2 /13/2008	000879986-0002	2 /13/2008	000879986-0002	P09380EU01	DES	ISSUED
21	User-configurable Floor Mat ("Playspot")	EU	2 /13/2008	000879986-0003	2 /13/2008	000879986-0003	P09380EU02	DES	ISSUED
22	User-configurable Floor Mat ("Playspot")	EU	2 /13/2008	000879986-0004	2 /13/2008	000879986-0004	P09380EU03	DES	ISSUED
23	User-configurable Floor Mat ("Playspot")	EU	2 /13/2008	000879986-0005	2 /13/2008	000879986-0005	P09380EU04	DES	ISSUED
24	User-configurable Floor Mat ("Playspot")	EU	2 /13/2008	000879986-0006	2 /13/2008	000879986-0006	P09380EU05	DES	ISSUED
25	User-configurable Floor Mat ("Playspot")	EU	2 /13/2008	000879986-0007	2 /13/2008	000879986-0007	P09380EU06	DES	ISSUED
26	User-configurable Floor Mat ("Playspot")	EU	2 /13/2008	000879986-0008	2 /13/2008	000879986-0008	P09380EU07	DES	ISSUED
27	User-configurable Floor Mat ("Playspot")	EU	2 /13/2008	000879986-0009	2 /13/2008	000879986-0009	P09380EU08	DES	ISSUED
28	User-configurable Floor Mat ("Playspot")	EU	2 /13/2008	000879986-0010	2 /13/2008	000879986-0010	P09380EU09	DES	ISSUED
29	User-configurable Floor Mat ("Playspot")	EU	2 /13/2008	000879986-0011	2 /13/2008	000879986-0011	P09380EU10	DES	ISSUED
30	User-configurable Floor Mat ("Playspot")	EU	2 /13/2008	000879986-0012	2 /13/2008	000879986-0012	P09380EU11	DES	ISSUED
31	User-configurable Floor Mat ("Playspot")	EU	2 /13/2008	000879986-0013	2 /13/2008	000879986-0013	P09380EU12	DES	ISSUED

32	User-configurable Floor Mat ("Playspot")	US	9/4/2007	29/287,649	3/10/2009	D587,949	P09380US00	DES	ISSUED
33	Compound Buckle	EU	12/14/2007	000845599-0001	12/14/2007	000845599-0001	P09382EU00	DES	ISSUED
34	Compound Buckle	EU	12/14/2007	000845599-0002	12/14/2007	000845599-0002	P09382EU01	DES	ISSUED
35	Compound Buckle	EU	12/14/2007	000845599-0003	12/14/2007	000845599-0003	P09382EU02	DES	ISSUED
36	Compound Buckle	US	9/7/2007	29/287,681	5/5/2009	D 591,642	P09382US00	DES	ISSUED
37	Children's Dining Set ("Palette Plate")	EU	4/26/2008	000926928-0001	4/26/2008	000926928-0001	P09520EU00	DES	ISSUED
38	Children's Dining Set ("Palette Plate")	EU	4/26/2008	000926928-0002	4/26/2008	000926928-0002	P09520EU01	DES	ISSUED
39	Children's Dining Set ("Palette Plate")	EU	4/26/2008	000926928-0003	4/26/2008	000926928-0003	P09520EU02	DES	ISSUED
40	Children's Dining Set ("Palette Plate")	EU	4/26/2008	000926928-0004	4/26/2008	000926928-0004	P09520EU03	DES	ISSUED
41	Children's Dining Set ("Palette Plate")	US	10/29/2007	29/292,785	3/10/2009	D587,970	P09520US00	DES	ALLOWED
42	Palette Plate	US	10/3/2008	29/325,668	3/9/2010	D611,306	P09520US01	DES	ISSUED
43	BATH SPOUT COVER ("Moby")	US	7/29/2009	29/341,036	3/23/2010	D612,455	P09573US00	DES	ALLOWED
44	BATH SPOUT COVER ("Moby")	US	7/29/2009	12/511,652			P09574US00	UTL	PENDING
45	DEVICE FOR HOLDING BATH TOYS ("Tubby")	US	10/15/2009	29/345,417			P09575US00	DES	PENDING
46	DEVICE FOR HOLDING BATH TOYS ("Tubby")	US	10/13/2009	12/578,205			P09576US00	UTL	PENDING
47	TRAY WITH PLATE, FORK AND SPOON ("Mate")	US	9/14/2009	29/343,509			P09577US00	DES	PENDING
48	COMB AND BRUSH WITH CASE ("Hare")	US	10/29/2009	29/346,279			P09581US00	DES	PENDING
49	Dispenser ("Swipe")	US	10/13/2009	29/345,275			P09583US00	DES	PENDING
(See #12)	Chow	US	9/22/2006	29/266,484	6/5/2007	D543,803		DES	ISSUED
(See #14)	Splash	US	9/22/2006	29/266,485	1/20/2009	D585,170		DES	ISSUED
(See #16)	Toolbox	US	9/22/2006	29/267,708	7/29/2008	D573,795		DES	ISSUED
(See #32)	Playspot	US	9/4/2007	29/287,649	3/10/2009	D587,949		DES	ISSUED
(See #36)	Updated Clips	US	9/7/2007	29/287,681	5/5/2009	D591,642		DES	ISSUED
(See #41)	Palette Plate	US	10/29/2007	29/292,785	3/10/2009	D587,970		DES	ISSUED

SCHEDULE B
(Trademarks)

Skip*Hop, Inc.

Trademark	Country	Status	Class
CHELSEA & MAIN	US	Pending	18
PRONTO!	US	Registered	24
SKIP HOP	Canada	Pending	8, 18, 21, 24
SKIP HOP	EU	Registered	18
SKIP HOP	EU	Registered	18, 25, 28
SKIP HOP	Japan	Registered	18
SKIP HOP	Korea	Pending	18
SKIP HOP	US	Registered	28
SKIP HOP	US	Registered	22
SKIP HOP	US	Pending	21
SKIP HOP	US	Registered	8, 10, 20, 21, 24, 27
SKIP HOP	US	Registered	11
SKIP HOP (Design)	US	Registered	18
SKIP HOP	US	Registered	18
ZOO PACKS	US	Pending	18

SCHEDULE C
(Copyrights)

None