

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
Baby Jogger, LLC		04/20/2012	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as administrative agent
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1342477	BABY JOGGER
Registration Number:	3261933	BABY JOGGER
Serial Number:	85537911	CITY
Serial Number:	85538204	CITY ELITE
Serial Number:	85538157	CITY MINI
Serial Number:	85538052	CITY SELECT
Registration Number:	1677528	JOGGER
Registration Number:	3805629	KIDADDLE
Registration Number:	3776174	KIDADDLE
Registration Number:	3026264	PROTECT-A-BUB WORLD WIDE
Registration Number:	2179868	

CORRESPONDENCE DATA

Fax Number: 6123408856

CH \$290.00 1342477

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-492-4682
Email: cadwell.jeffrey@dorsey.com
Correspondent Name: Jeffrey R. Cadwell
Address Line 1: Dorsey & Whitney LLP, Suite 1500
Address Line 2: 50 South Sixth Street
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	M232268
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	04/20/2012

Total Attachments: 4

source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page1.tif
source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page2.tif
source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page3.tif
source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page4.tif

Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of April 20, 2012, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Lenders, the Secured Party, and certain other parties have entered into a Credit Agreement dated concurrently herewith (as hereafter amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to extend to the Grantor certain credit accommodations;

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

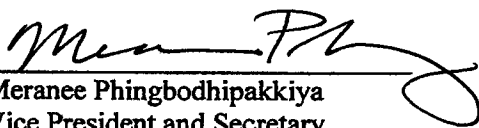
(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

BABY JOGGER, LLC (effective upon the completion of and after giving effect to the Permitted Merger)

By: 
Name: Meranee Phingbodhipakkiya
Title: Vice President and Secretary

Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 004762 FRAME: 0171

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Application Date	Serial Number	Registration Date	Registration Number	Status
BABY JOGGER	11/23/1984	73/510,096	6/18/1985	1,342,477	Registered
BABY JOGGER Logo	4/21/2004	78/405,832	7/10/2007	3,261,933	Registered
CITY	2/9/2012	85/537,911	N/A	N/A	Pending
CITY ELITE	2/9/2012	85/538,204	N/A	N/A	Pending
CITY MINI	2/9/2012	85/538,157	N/A	N/A	Pending
CITY SELECT	2/9/2012	85/538,052	N/A	N/A	Pending
JOGGER	5/16/1991	74/167,359	3/3/1992	1,677,528	Registered
KIDADDLE	5/11/2009	77/734,015	6/22/2010	3,805,629	Registered
KIDADDLE	5/11/2009	77/734,065	4/13/2010	3,776,174	Registered
PROTECT-A- BUB WORLDWIDE	12/27/2004	76/625,835	12/13/2005	3,026,264	Registered
Stroller Design	6/12/1996	75/117,730	8/11/1998	2,179,868	Registered