

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skip Hop, Inc.		05/04/2020	Corporation: NEW YORK
The William Carter Company		05/04/2020	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	P.O. Box 6026		
Internal Address:	IL1-1145/54/63		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	87308562	JUST ONE YOU	
Serial Number:	87213396	CARTER'S LITTLE BABY BASICS	
Serial Number:	87213343	CARTER'S LITTLE BABY BASICS	
Serial Number:	87719518	WITH YOU FROM THE START	
Serial Number:	87227277	LITTLE PLANET	
Serial Number:	87617374	SKIDADDLE	
Serial Number:	87617344	SKIDADDLE	
Serial Number:	87617358	SKIDADDLE	
Serial Number:	87617425	SKIDADDLE	
Serial Number:	87617417	SKIDADDLE	
Serial Number:	87617412	SKIDADDLE	
Serial Number:	87617391	SKIDADDLE	
Serial Number:	87617364	SKIDADDLE	
Serial Number:	87617337	SKIDADDLE	
Serial Number:	87617439	SKIDADDLE	
Serial Number:	87617401	SKIDADDLE	
Serial Number:	87617395	SKIDADDLE	
TRADEMARK			

OP \$490.00 87308562

Property Type	Number	Word Mark
Serial Number:	87617432	SKIDADDLE BY SKIP HOP
Serial Number:	87617414	SKIDADDLE

CORRESPONDENCE DATA

Fax Number: 8009144240
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/05/2020

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Skip Hop, Inc.
- 2. The William Carter Company

- Individual(s)
- Partnership
- Corporation- State: 1. NY; 2. MA
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 4, 2020

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: P.O. Box 6026, IL1-1145/54/63

City: Chicago

State: IL

Country: USA Zip: 60680-6026

- Individual(s) Citizenship
- Association Citizenship USA
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 4, 2020

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

Trademark Security Agreement, dated as of May 4, 2020, by SKIP HOP, INC., a New York corporation and The William Carter Company, a Massachusetts corporation (individually, a “Pledgor” and, collectively, the “Pledgors”) and acknowledged by the other Loan Parties in the signature pages hereto, in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to an Amended and Restated Security Agreement, dated September 16, 2015 (the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds (other than Excluded Property) of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, the foregoing Pledged Collateral shall not include any intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. When all the Secured Obligations (other than (i) contingent indemnification obligations and (ii) obligations and liabilities under Swap Contracts and Treasury Management Agreements not then due and payable) have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have expired or have been terminated or cash collateral-

ized or with respect to which other arrangements reasonably satisfactory to the Administrative Agent and the L/C Issuer shall have been made in accordance with the provisions of the Credit Agreement, this Trademark Security Agreement shall terminate. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party here- to may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

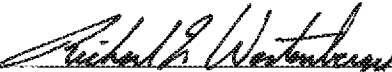
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CARTER'S, INC.

By: 
Name: Richard F. Westenberger
Title: Chief Financial Officer

THE WILLIAM CARTER COMPANY

By: 
Name: Richard F. Westenberger
Title: Chief Financial Officer

OSHKOSH B'GOSH, INC.

By: 
Name: Richard F. Westenberger
Title: Chief Financial Officer

CARTER'S RETAIL, INC.

By: 
Name: Richard F. Westenberger
Title: Chief Financial Officer

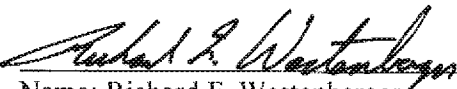
CARTER'S GIFTCARD COMPANY, INC.

By: 
Name: Richard F. Westenberger
Title: Chief Financial Officer

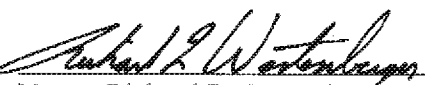
TWCC PRODUCT DEVELOPMENT AND SALES, INC.

By: 
Name: Richard F. Westenberger
Title: Chief Financial Officer

SKIP HOP, INC.

By: 
Name: Richard F. Westenberger
Title: Treasurer

SKIP HOP HOLDINGS, INC.

By: 
Name: Richard F. Westenberger
Title: Treasurer

Accepted and Agreed:

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

By:  _____

Name: Philip VanFossan
Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Applications:

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	The William Carter Company	JUST ONE YOU	87308562 01/20/2017	Pending ITU
2.	The William Carter Company	CARTER'S LITTLE BABY BASICS	87213396 10/24/2016	5710204 03/26/2019
3.	The William Carter Company	CARTER'S LITTLE BABY BASICS	87213343 10/24/2016	5681077 02/19/2019
4.	The William Carter Company	WITH YOU FROM THE START	87719518 12/13/2017	5667424 01/29/2019
5.	The William Carter Company	LITTLE PLANET	87227277 11/04/2016	5644055 01/01/2019
6.	Skip Hop, Inc.	SKIDADDLE	87617374 09/21/2017	Pending ITU
7.	Skip Hop, Inc.	SKIDADDLE	87617344 09/21/2017	Pending ITU
8.	Skip Hop, Inc.	SKIDADDLE	87617358 09/21/2017	Pending ITU
9.	Skip Hop, Inc.	SKIDADDLE	87617425 09/21/2017	5921469 11/26/2019
10.	Skip Hop, Inc.	SKIDADDLE	87617417 09/21/2017	Pending ITU
11.	Skip Hop, Inc.	SKIDADDLE	87617412 09/21/2017	5903786 11/05/2019
12.	Skip Hop, Inc.	SKIDADDLE	87617391 09/21/2017	5903785 11/05/2019
13.	Skip Hop, Inc.	SKIDADDLE	87617364 09/21/2017	5903784 11/05/2019
14.	Skip Hop, Inc.	SKIDADDLE	87617337 09/21/2017	5903783 11/05/2019
15.	Skip Hop, Inc.	SKIDADDLE	87617439 09/21/2017	5897735 10/29/2019
16.	Skip Hop, Inc.	SKIDADDLE	87617401 09/21/2017	5829478 08/06/2019
17.	Skip Hop, Inc.	SKIDADDLE	87617395 09/21/2017	5822411 07/30/2019
18.	Skip Hop, Inc.	SKIDADDLE BY SKIP HOP	87617432 09/21/2017	5782438 06/18/2019
19.	Skip Hop, Inc.	SKIDADDLE	87617414 09/21/2017	5782437 06/18/2019