

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720865

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OSHKOSH B'GOSH, INC.		04/11/2022	Corporation: DELAWARE
CARTER'S, INC.		04/11/2022	Corporation: DELAWARE
THE WILLIAM CARTER COMPANY		04/11/2022	Corporation: MASSACHUSETTS
CARTER'S RETAIL, INC.		04/11/2022	Corporation: DELAWARE
CARTER'S GIFTCARD COMPANY, INC.		04/11/2022	Corporation: FLORIDA
TWCC PRODUCT DEVELOPMENT AND SALES, INC.		04/11/2022	Corporation: DELAWARE
SKIP HOP HOLDINGS, INC.		04/11/2022	Corporation: DELAWARE
SKIP HOP, INC.		04/11/2022	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	P.O. Box 6026, IL1-1145/54/63
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60680-6026
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6495149	EVERPLAY
Registration Number:	6236797	OSHKOSH

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

OP \$65.00 6495149

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 04/13/2022

Total Attachments: 8

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Trademark Security Agreement

Trademark Security Agreement, dated as of April 11, 2022, by OSHKOSH B’GOSH, INC., a Delaware corporation (the “Pledgor”) 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 Pledgor is 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 Pledgor is 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 Pledgor hereby agrees 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. The 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 the Pledgor:

- (a) Trademarks of the 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 the Pledgor hereby acknowledges and affirms 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 collateralized 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 Pledgor 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 hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

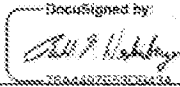
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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]

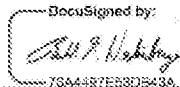
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

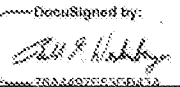
CARTER'S, INC.

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

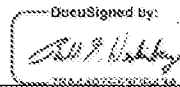
THE WILLIAM CARTER COMPANY

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

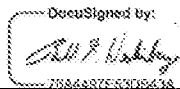
OSHKOSH B'GOSH, INC.

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

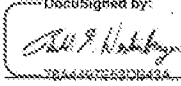
CARTER'S RETAIL, INC.

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

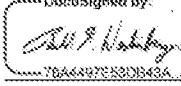
CARTER'S GIFTCARD COMPANY, INC.

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

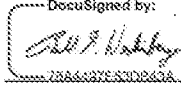
**TWCC PRODUCT DEVELOPMENT AND SALES,
INC.**

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

SKIP HOP HOLDINGS, INC.

By: 
Name: Richard F. Westenberger
Title: Treasurer

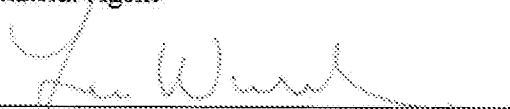
SKIP HOP, INC.

By: 
Name: Richard F. Westenberger
Title: Treasurer

Accepted and Agreed:

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

By: _____



Name: Laura Woodward

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007690 FRAME: 0761

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.	OshKosh B'Gosh, Inc.	EVERPLAY	90287758 10/29/2020	6495149 09/21/2021
2.	OshKosh B'Gosh, Inc.	OSHKOSH	88760670 01/15/2020	6236797 01/05/2021