

RECORDATION FOR
TRADEMARK

01-12-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks



100876960

Documents or copy thereof.

1. Name of conveying party(ies): MRD 1.12.99
 Drypers Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

Name: BankBoston, NA
 Internal Address:
 Street Address: 115 Perimeter Center Place, N.E., Suite 500
 City: Atlanta State: Georgia ZIP: 30346

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Individual(s) citizenship _____
 Association National Banking Association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

Execution Date: April 1, 1998

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)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A.

Additional numbers attached? Yes No

B. Trademark registration No. 676,935

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: James J. Murphy, Esq., Winstead Sechrest & Minick P.C.
 Internal Address:
 Street Address: 1201 Elm Street, 5400 Renaissance Tower
 City: Dallas State: Texas ZIP: 75270-2199

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 160E
 (Attach duplicate copy of this page if paying by deposit account)

01/13/1999 DCDATES 00000192 676935

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
 02 FC:484 120.00 OP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James J. Murphy
 Name of Person Signing

James J. Murphy
 Signature

1/11/99
 Date

Total number of pages comprising cover sheet: 16

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Schedule A

Mark	Appl. No./ Reg. No.	Status
BABY'S CHOICE	676,935	Registered
BABY'S CHOICE	1,564,375	Registered
BATHWIPES	75/204,496	Pending
BATHWIPES	75/204,497	Pending
CLASSIC PREMIUMS	1,830,352	Pending
DINOBABY	1,687,863	Registered
DRYPER	375,455	Registered
DRYPER	619,113	Registered
DRYPERS	1,734,785	Registered
DRYPERS BIG GIRL	1,832,155	Registered
DRYSOFT	75/270,807	Pending
IT'S MORE THAN A DIAPER	75/399,884	Pending
NEXT STEP	75/159,815	Pending
SMARTY PANTS	74/696,217	Pending
TENDERSTRETCH	75/246,487	Pending
ULTRACARE	1,712,975	Registered
WE CHANGE AS YOUR BABY DOES	1,718,104	Registered
WEE-FITS	1,678,490	Registered

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042098 v1
412:5147-59

GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of April 1, 1998, is executed by DRYPERS CORPORATION, a Delaware corporation ("Debtor"), 5300 Memorial, Suite 900, Houston, Texas 77007, in favor of BANKBOSTON, N.A., a national banking association ("BankBoston"), not in its individual capacity but solely as agent for itself and each of the other banks or lending institutions (each a "Bank" and, collectively, the "Banks") which is or may from time to time become a signatory to the Credit Agreement (hereinafter defined) or any successor or permitted assignee thereof (BankBoston in its capacity as agent, together with its successors in such capacity, the "Agent"), 115 Perimeter Center Place, N.E., Suite 500, Atlanta, Georgia 30346.

RECITALS:

A. The Debtor, the Agent and the Banks have entered into that certain Credit Agreement of even date herewith (such Credit Agreement, as the same may be amended, supplemented or modified from time to time, being hereinafter referred to as the "Credit Agreement").

B. Pursuant to the Credit Agreement, the Debtor and the Agent have entered into that certain Borrower Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to the Agent a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark registrations and applications, both foreign and domestic, now or hereafter owned by the Debtor, and all reissues, renewals, modifications, divisions, continuations, extensions and continuations-in-part thereof, including without limitation those described on Exhibit "A" attached hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

C. It is a condition precedent to the Agent's and the Banks' obligations under the Credit Agreement that the parties hereto execute this Agreement to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement, to Agent for the pro rata benefit of the Banks, as security for the payment and performance of the Obligations (as defined in the Credit Agreement), in and to Debtor's entire right, title and interest in the Trademarks, including

without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, and the goodwill represented thereby.

2. At such time as (i) all of the Obligations have been completely paid and performed in full, (ii) no Letters of Credit (as defined in the Credit Agreement) are outstanding, and (iii) all Commitments (as defined in the Credit Agreement) have terminated, the Agent shall execute, acknowledge and deliver to Debtor such statements, documents or other instruments in writing as may reasonably be requested by Debtor to release its security interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, and the goodwill represented thereby.

3. Debtor represents and warrants that it has the full right and power to grant the security interest in the Trademarks made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks.

4. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by Agent and Debtor. This Agreement shall be binding upon Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Agent and its respective successors and assigns. **THIS AGREEMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By accepting this Agreement, Agent is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Trademarks.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

DRYPERS CORPORATION

By: 

Name: Walter V. Klomp

Title: Chairman and Co-Chief Executive Officer

BANKBOSTON, N.A., as Agent

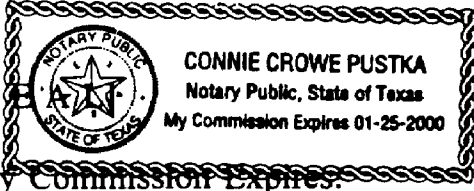
By: 

Name: Randall A. Parrish

Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

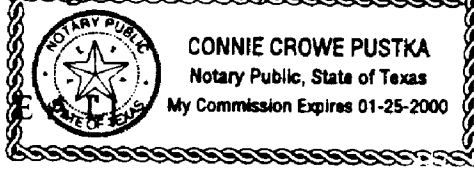
This instrument was ACKNOWLEDGED before me on April 1, 1998, by Walter V. Klemm, Chairman and Co-CEO of DRYPERS CORPORATION, a Delaware corporation, on behalf of said corporation.

[S] 
My Commission Expires:
1-25-2000

Connie Crowe Pustka
Notary Public - State of Texas
CONNIE CROWE PUSTKA
Printed Name of Notary Public

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was ACKNOWLEDGED before me on April 1998, by Randall A. Parrish, Vice President of BANKBOSTON, N.A., a national banking association, on behalf of said association.

[S] 
My Commission Expires:
1-25-2000

Connie Crowe Pustka
Notary Public - State of Texas
CONNIE CROWE PUSTKA
Printed Name of Notary Public

DB980570187
033098 v2
316:5147-59

EXHIBIT "A"

**DRYPERS CORPORATION
PENDING AND REGISTERED TRADEMARKS**

COUNTRY	MARK	REGISTRATION/ APPLICATION NO.	STATUS
Afghanistan	DRYPERS	5172	Registered
African Union	DRYPERS		Pending
Albania	DRYPERS	ALM95/00921	Pending
Algeria	DRYPERS	9714495	Pending
Argentina	ARDILLA	1.612.733	Registered
Argentina	ARDILLA and Design	1.209.298	Registered
Argentina	BLUE KING	1.603.121	Registered
Argentina	BLUE KING	1.270.723	Registered
Argentina	BLUE KING	1.468.032	Registered
Argentina	BLUE KING (baby design)	2.029.422	Pending
Argentina	BLUE KING (stork design)	2.029.423	Pending
Argentina	BLUE KING PREMIUM	2.045.184	Pending
Argentina	BLUE KING ULTRA	2.045.185	Pending
Argentina	BUNNIES	2.031.142	Pending
Argentina	BUNNIES	2.031.143	Pending
Argentina	BUNNIES	2.031.144	Pending
Argentina	CLASSIC PREMIUMS	1506543	Registered
Argentina	COMFEES	1.603.166	Registered
Argentina	COMFEES (word & design)	2.029.424	Pending

COUNTRY	MARK	REGISTRATION/ APPLICATION NO.	STATUS
Argentina	COTTONELLE	1.992.876	Pending
Argentina	DRYBABY	2.061.653	Pending
Argentina	DRYPERS	1903361	Pending
Argentina	DRYPERS	1,562,749	Registered
Argentina	DRYPERS	1817441	Pending
Argentina	DRYPERS	1,456,264	Registered
Argentina	DRYPERS	1,533,452	Registered
Argentina	WEE FITS	1.622.795	Registered
Argentina	WEE FITS (word & design)	2.045.187	Pending
Armenia	DRYPERS	2397	Registered
Aruba	DRYPERS	17359	Registered
Australia	DRYPERS	A594213	Registered
Austria	DRYPERS	154443	Registered
Azerbaijan	DRYPERS	95.1902/3	Pending
Bangladesh	DRYPERS		Pending
Barbados	DRYPERS		Pending
Belarus	DRYPERS	951035	Pending
Benelux	DRYPERS	584712	Registered
Bolivia	DRYPERS	53888	Registered
Bolivia	DRYPERS	53997	Registered
Bolivia	ULTRA DRYPERS EVOLUTION	58019-C	Registered
Bolivia	ULTRA DRYPERS EVOLUTION	58017-C	Registered

COUNTRY	MARK	REGISTRATION/ APPLICATION NO.	STATUS
Bolivia	ULTRA DRYPERS EVOLUTION	59018-C	Registered
Bolivia	ULTRA DRYPERS EVOLUTION	58016-C	Registered
Bosnia	DRYPERS	Z 211A	Pending
Brazil	DRYPERS	817589279	Pending
Brazil	DRYPERS UNI	818595965	Pending
Bulgaria	DRYPERS	27989	Registered
Cambodia	DRYPERS	7596	Registered
Canada	BABY'S CHOICE	374815	Registered
Canada	COMFEES	418544	Registered
Canada	DRYPERS	440,746	Registered
Canada	DRYPERS	385758	Registered
Canada	DRYPERS (D)	385300	Registered
Canada	PANDA PALS	403285	Registered
Canada	ULTRACARE	423573	Registered
Canada	ULTRACARE & DESIGN	403286	Registered
Chile	DRYPERS	377530	Registered
China	COMFEES	970019897	Pending
China	DRYPERS	687899	Registered
China	DRYSOFT		Pending
Colombia	COMFEES	177850	Registered
Colombia	DRYPERS	187189	Registered
Colombia	KIDS	98.001.567	Pending
Costa Rica	DRYPERS	85264	Registered
Costa Rica	KIDS		Pending

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION/ APPLICATION NO.</u>	<u>STATUS</u>
Croatia	DRYPERS	Z-951193A	Pending
Cuba	DRYPERS	123482	Registered
Cuba	DRYPERS	123346	Registered
Czech Republic	DRYPERS	102576	Pending
Denmark	DRYPERS	4153-1993	Registered
Dominican Republic	BABY'S CHOICE	58855	Registered
Dominican Republic	BABY'S CHOICE	56075	Registered
Dominican Republic	BABY'S CHOICE	56199	Registered
Dominican Republic	BABY'S CHOICE	56007	Registered
Dominican Republic	BABY'S CHOICE	56084	Registered
Dominican Republic	DRYPERS	56074	Registered
Dominican Republic	DRYPERS	56100	Registered
Dominican Republic	DRYPERS	56086	Registered
Dominican Republic	DRYPERS	56202	Registered
Ecuador	DRYPERS	I-0747-94	Registered
Ecuador	DRYPERS	I-680-96	Registered
Ecuador	DRYPERS	I-679-96	Registered
Ecuador	DRYPERS	I-976-96	Registered
Ecuador	DRYPERS	I-682-96	Registered

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION/ APPLICATION NO.</u>	<u>STATUS</u>
Ecuador	DRYPERS	2997-93	Registered
Ecuador	KIDS		Pending
Egypt	DRYPERS	85810	Registered
El Salvador	DRYPERS	1669-95	Pending
El Salvador	DRYPERS	1744-95	Pending
El Salvador	KIDS	011998000200	Pending
Finland	DRYPERS	129232	Registered
France	DRYPERS	93452269	Registered
French Guiana	DRYPERS	93452269	Registered
Georgia	DRYPERS	006969/03	Pending
Germany	DRYPERS	2052845	Registered
Guatemala	DRYPERS	68252/101/148	Registered
Guatemala	KIDS	8802-97	Pending
Guyana	DRYPERS	15567A	Pending
Haiti	DRYPERS		Pending
Honduras	DRYPERS	64107	Registered
Honduras	KIDS	955/98	Pending
Hong Kong	DRYPERS	1668/1997	Pending
Hungary	DRYPERS	147384	Registered
Iceland	DRYPERS	1246/1996	Registered
India	DRYPERS	594098	Pending
Indonesia	COMFEES	D-97-8116	Pending
Indonesia	DRYPERS	344182	Registered
Iran	DRYPERS	71479	Registered
Ireland	DRYPERS	148429	Registered

COUNTRY	MARK	REGISTRATION/ APPLICATION NO.	STATUS
Israel	DRYPERS	99210	Pending
Italy	DRYPERS	672300	Registered
Jamaica	DRYPERS	16/2026	Pending
Japan	DRYPERS (D)	2447290	Registered
Jordan	DRYPERS	31616	Registered
Kazakhstan	DRYPERS	7667	Pending
Kyrgyzstan	DRYPERS	3623	Registered
Laos	DRYPERS	4891	Registered
Latvia	DRYPERS	M38013	Registered
Lithuania	DRYPERS	1968/95	Pending
Macao	DRYPERS	12682	Registered
Macedonia	DRYPERS	Z-574/95	Pending
Malaysia	DRYPERS	96/05997	Pending
Mexico	BABY'S CHOICE	410368	Registered
Mexico	CLASSIC PREMIUMS	509635	Registered
Mexico	COMFEE FITS	409040	Registered
Mexico	COMFEES	468047	Registered
Mexico	DRYPERS	471456	Registered
Mexico	DRYPERS	475282	Registered
Mexico	DRYPERS	517289	Registered
Mexico	DRYPERS PREMIUM	305977	Pending
Mexico	DRYPERS ULTRA	305818	Pending
Mexico	DRYPERS UNI	232767	Pending
Mexico	ULTRACARE	447447	Registered

COUNTRY	MARK	REGISTRATION/ APPLICATION NO.	STATUS
Mexico	ULTRACARE	409041	Registered
Moldova	DRYPERS	4504	Registered
Mongolia	DRYPERS		Pending
Morocco	DRYPERS	60704	Registered
Myanmar	DRYPERS	IV/4621/1996	Registered
New Zealand	DRYPERS	224497	Registered
New Zealand	DRYPERS	204813	Registered
Nicaragua	DRYPERS	27,382 CC	Registered
Nigeria	DRYPERS	53077	Registered
Nigeria	CLASSIC PREMIUMS	53076	Registered
Norway	DRYPERS	160699	Registered
Oman	DRYPERS	8510	Pending
Pakistan	DRYPERS	06/05/96	Pending
Panama	DRYPERS	61494	Registered
Papua New Guinea	DRYPERS		Pending
Paraguay	CLASSIC PREMIUMS	169,727	Registered
Paraguay	DRYPERS	152882	Registered
Paraguay	DRYPERS	152881	Registered
Peru	DRYPERS	101166	Registered
Philippines	COMFEES	114925	Pending
Philippines	DRYPERS	58139	Registered
Poland	DRYPERS	Z-150046	Pending

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION/ APPLICATION NO.</u>	<u>STATUS</u>
Portugal	DRYPERS	290327	Registered
Qatar	DRYPERS	10809	Pending
Romania	DRYPERS	35802	Pending
Russian Federation	DRYPERS	I42261	Registered
Russian Federation	DRYSOFT	97712663	Pending
Saudi Arabia	DRYPERS	310/100	Registered
Singapore	BABY'S CHOICE	6916/91	Registered
Singapore	DRYPERS	B1585/92	Registered
Slovak Republic	DRYPERS	2233-95	Pending
Slovenia	DRYPERS	9570926	Registered
South Africa	DRYPERS	91/10154	Registered
South Africa	DRYPERS	91/10155	Registered
South Korea	DRYPERS	281636	Registered
Suriname	DRYPERS	11/27/96	Registered
Sweden	DRYPERS	255002	Registered
Switzerland	DRYPERS	404815	Registered
Taiwan	DRYPERS	86063165	Pending
Tajikistan	DRYPERS	95 003380	Pending
Tangiers	DRYPERS	12.240	Pending
Thailand	COMFEES	328062	Pending
Thailand	DRYPERS	KOR16955	Registered
Thailand	DRYPERS UNI	320566	Pending
Thailand	UNI	320567	Pending

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION/ APPLICATION NO.</u>	<u>STATUS</u>
Thailand	DRYPERS UNI & DEVICE	32143	Pending
Trinidad	DRYPERS	24214	Pending
Tunisia	DRYPERS	EE97.1098	Pending
Turkey	DRYPERS	174.183	Registered
Turkmenistan	DRYPERS	3(904)	Pending
Ukraine	DRYPERS	95082439/T	Pending
U.A.E.	DRYPERS	8867	Registered
U.A.E.	DRYPERS	1796	Registered
U.K.	DRYPERS	1523546	Registered
U.K.	DRYPERS	1215030	Registered
U.S.A.	BABY'S CHOICE	676935	Registered
U.S.A.	BABY'S CHOICE	1564375	Registered
U.S.A.	BATHWIPES	75/204,496	Pending
U.S.A.	BATHWIPES	75/204,497	Pending
U.S.A.	CLASSIC PREMIUMS	1830352	Registered
U.S.A.	DINOBABY	1687863	Registered
U.S.A.	DRYPER	375455	Registered
U.S.A.	DRYPER	619113	Registered
U.S.A.	DRYPERS	1734785	Registered
U.S.A.	DRYPERS BIG GIRL	1832155	Registered
U.S.A.	DRYSOFT	75/270,807	Pending
U.S.A.	IT'S MORE THAN A DIAPER, IT'S DRYPERS	75/399,884	Pending

COUNTRY	MARK	REGISTRATION/ APPLICATION NO.	STATUS
U.S.A.	NEXT STEP	75/159815	Pending
U.S.A.	SMARTY PANTS	74/696217	Pending
U.S.A.	TENDERSTRETC H	75/246487	Pending
U.S.A.	ULTRACARE	1712975	Registered
U.S.A.	WE CHANGE AS YOUR BABY DOES	1,718,104	Registered
U.S.A.	WEE-FITS	1678490	Registered
Uruguay	DRYPERS	247772	Registered
Uzbekistan	DRYPERS	MBGU 9501367	Pending
Venezuela	BABY'S CHOICE	7023/93 (Appl.)	Registered
Venezuela	DRYPERS (plus design)	26784/92	Pending
Venezuela	KIDS	97-25036	Pending
Venezuela	ULTRA DYPERS	5555/93	Pending
Venezuela	ULTRA DRYPERS EVOLUTION	5574/93 (Appl.)	Registered
Venezuela	ULTRA DRYPERS EVOLUTION	5556/93 (Appl.)	Registered
Venezuela	ULTRA DRYPERS EVOLUTION	5567/93 (Appl.)	Registered
Venezuela	ULTRA DRYPERS EVOLUTION	5550/93 (Appl.)	Registered
Venezuela	ULTRA DRYPERS EVOLUTION	5555/93 (Appl.)	Registered
Venezuela	ULTRA DRYPERS EVOLUTION	5549/93 (Appl.)	Registered
Vietnam	DRYPERS	24475	Registered

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION/ APPLICATION NO.</u>	<u>STATUS</u>
Yemen	DRYPERS	3354	Registered