

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

12-17-1999



101195428

U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Effective Date  
Month Day Year  
12 13 1999

Change of Name

Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Drypers Corporation Execution Date  
Month Day Year  
Dec 13 1999

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of conveying parties attached

Name Fleet Capital Corporation

DBA/AK/A/T/A \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) Suite 300

Address (line 2) 5950 Sherry Lane

Address (line 3) Dallas Texas 75225

City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation usually requires a separate document from Assignment.)

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Rhode Island

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

12/17/1999  
01 FC: 4  
02 FC: 4  
03 FC: 4

TRADEMARK  
REEL: 001969 FRAME: 0531

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

214- 745- 5374

Name

James J. Murphy, Esq.

Address (line 1)

Winstead Sechrest & Minick, P.C.

Address (line 2)

5400 Renaissance Tower

Address (line 3)

1201 Elm Street

Address (line 4)

Dallas, Texas 75270-2199

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/159,815

75/204,496

75/204,497

375,455

619,113

1,547,357

75/270,807

75/446,912

75/464,803

1,564,375

1,644,403

1,678,490

75/512,000

75/512,009

75/586,521

1,712,975

1,734,785

1,830,352

**Number of Properties**

Enter the total number of properties involved.

#

30

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

James J. Murphy, Esq.

December 15, 1999

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

- Individual     General Partnership     Limited Partnership     Corporation     Association  
 Other   
 Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of conveying parties attached

Enter Additional Receiving Party

Name

DBA/AK/A/T/A

Composed of

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual     General Partnership     Limited Partnership     Corporation     Association  
 Other   
 Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/599,390	75/665,386	75/655,920
75/528,342	75/772,815	75/772,816
75/803,369	75/803,370	

1,832,155	2,166,599	2,211,294
2,289,580		

## GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of December 13 1999, is executed by DRYPERS CORPORATION, a Delaware corporation ("Debtor"), 5300 Memorial, Suite 900, Houston, Texas 77007, in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Fleet"), not in its individual capacity but solely as agent for itself and each of the other lending institutions (each a "Lender" and, collectively, the "Lenders") which is or may from time to time become a signatory to the Credit Agreement (hereinafter defined) or any successor or permitted assignee thereof (Fleet in its capacity as agent, together with its successors in such capacity, the "Agent"), 5950 Sherry Lane, Suite 300, Dallas, Texas 75225.

### RECITALS:

A. The Debtor, the Agent and the Lenders have entered into that certain Amended and Restated Credit Agreement of even date herewith (such Amended and Restated 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 Amended and Restated 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, or confirmed that Agent possesses, 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 Lenders' 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 Lenders, 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) or LC Guarantees (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 (except for a prior assignment in favor of BankBoston, N.A. which has been transferred to Agent) 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.

*[Remainder of page intentionally left blank.]*

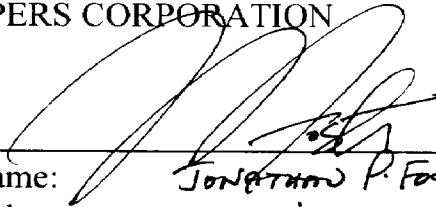
IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

DRYPERS CORPORATION

By: \_\_\_\_\_

Name:

Title:

  
Jonathan P. Foster

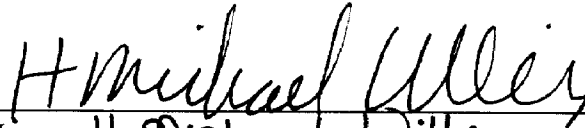
CFO & EXEC. V.P.

FLEET CAPITAL CORPORATION, as Agent

By: \_\_\_\_\_

Name:

Title:



H. Michael Wills

Senior Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS         §

This instrument was ACKNOWLEDGED before me on December 10, 1999, by Jonathan P. Foster, CFO & Exec. V.P. of DRYPERS CORPORATION, a Delaware corporation, on behalf of said corporation.

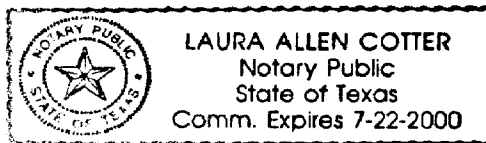
[S E A L]

*L.A. Cotter*  
Notary Public - State of Texas

My Commission Expires:

7/22/2000

LAURA A. Cotter  
Printed Name of Notary Public



THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS         §

This instrument was ACKNOWLEDGED before me December 11, 1999, by H. Michael Wills, Sr. Vice President of FLEET CAPITAL CORPORATION, a Rhode Island corporation, on behalf of said corporation.

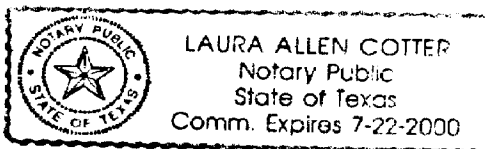
[S E A L]

*L.A. Cotter*  
Notary Public - State of Texas

My Commission Expires:

7/22/2000

LAURA A. COTTER  
Printed Name of Notary Public



3237301.2  
149:5147-59

EXHIBIT "A"

Trademarks



PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

1. Borrower's and its Subsidiaries' patents:

Patent Title	Country	Owner	Status in Patent Office	Federal Registration Number	Registration Date
Absorbent Articles With Improved Rash-Preventing Properties	Argentina	Drypers	Pending	980100254	
Disposable Diaper With Cuff	Argentina	Drypers	Pending	97/0102665	
Disposable Absorbent Articles With Improved Liquid	Argentina	Drypers	Pending	990103538	
Highly Absorbent Composite Compositions, Absorbent Sheets PR	Argentina	Drypers	Pending	990102938	
Disposable Diaper With Cuff	Australia	Drypers	Pending	69070/96	
Absorbent Articles With Improved Rash-Preventing Properties	Brazil	Drypers	Pending	P19806395-2	
Disposable Diaper With Cuff	Brazil	Drypers	Pending	PI9612709-0	
Disposable Diaper With Cuff	Canada	Drypers	Pending	2,263,223	
Disposable Absorbent Articles With Improved Liquid	Colombia	Drypers	Pending	99.045434	
Disposable Diaper With Cuff	European	Drypers	Pending	96929811.6	
Absorbent Articles With Improved Rash-Preventing Properties	Mexico	Drypers	Pending	9803062	
Disposable Diaper With Cuff	Mexico	Drypers	Pending	9901519	
Absorbent Articles With Improved Rash-Preventing Properties	United States	Drypers	Issued	5,938,649	08/17/99
Absorbent Articles With Improved Rash-Preventing Properties	United States	Drypers	Issued	05,944,705	08/31/99
Tapeless Super-Absorbent Disposable Diaper	United States	Drypers	Issued	5,019,069	05/28/91
Tapeless Super-Absorbent Disposable Diaper	United States	Drypers	Issued	5,176,669	01/05/93

<b>Patent Title</b>	<b>Country</b>	<b>Owner</b>	<b>Status in Patent Office</b>	<b>Federal Registration Number</b>	<b>Registration Date</b>
Disposable Garment With De-elasticized Elastic Members and Method for Making Same	United States	Drypers	Issued	5,622,581	04/22/97
Disposable Garment With Noodle Cuff and Method for Manufacturing Same	United States	Drypers	Issued	5,536,350	07/16/96
Disposable Garment With Noodle Cuff and Method for Manufacturing Same	United States	Drypers	Issued	5,769,836	06/23/98
Disposable Diaper With Cuff	United States	Drypers	Issued	5,643,243	07/01/97
Disposable Absorbent Articles with Improved Liquid Absorption and Retention	United States	Drypers	Pending	09/119,108	
Disposable Absorbent Garment having Stretchable Side Waist Regions	United States	Drypers	Pending	09/215,473	
Disposable Absorbent Articles With Improved Liquid	United States	Drypers	Pending	US99/15700	
Disposable Absorbent Article Employing A Thin Core And A Method Of Making The Same	United States	Drypers	Pending		
Disposable Absorbent Article With Containment Structure	United States	Drypers	Pending	09/418,902	
Disposable Absorbent Articles With Improved Liquid	Venezuela	Drypers	Pending	KK13-99	
Disposable Garment With Noodle Cuff and Method for Manufacturing Same	WIPO	Drypers	Pending	US95/12289	
Disposable Diaper With Cuff	WIPO	Drypers	Pending	US96/13944	

2. Borrower's and it Subsidiaries' trademarks:

<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Status in Trademark Office</b>	<b>Federal Registration Number</b>	<b>Registration Date</b>
Drypers	Afghanistan	Drypers	Registered	5172	01/13/96
Drypers	OAPI	Drypers	Registered	88328	02/27/98
Drypers	Albania	Drypers	Registered	6776	02/11/98

Trademark	Country	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Drypers	Algeria	Drypers	Registered	053823	11/24/97
Ardilla	Argentina	Drypers	Registered	1612733	08/26/97
Ardilla And Design	Argentina	Drypers	Registered	1209298	
Baby Dream	Argentina	Drypers	Pending	2077036	
Baby's Choice	Argentina	Drypers	Pending	2071312	
Blue King	Argentina	Drypers	Registered	1270723	02/18/88
Blue King	Argentina	Drypers	Registered	1468032	09/30/93
Blue King	Argentina	Drypers	Registered	1603121	06/06/96
Blue King	Argentina	Drypers	Pending	2122633	
Blue King (Baby Design)	Argentina	Drypers	Pending	2029422	
Blue King (Stork Design)	Argentina	Drypers	Pending	2029423	
Blue King Premium	Argentina	Drypers	Pending	2045184	
Blue King Ultra	Argentina	Drypers	Pending	2045185	
Bunnies	Argentina	Drypers	Pending	2031142	
Bunnies	Argentina	Drypers	Pending	2031143	
Bunnies	Argentina	Drypers	Pending	2031144	
Classic Premiums	Argentina	Drypers	Registered	1506543	02/28/94
Comfees	Argentina	Drypers	Registered	1603166	06/06/96
Comfees And Design	Argentina	Drypers	Registered	1634657	06/03/97
Cozies	Argentina	Drypers	Registered	1622794	11/22/96
Cozies Ultra And Design	Argentina	Drypers	Pending	2045186	
Design Of A Baby (design)	Argentina	Drypers	Registered	1669820	05/29/98
Drypers	Argentina	Drypers	Registered	1456264	07/30/93
Drypers	Argentina	Drypers	Registered	1553452	02/28/95
Drypers	Argentina	Drypers	Registered	1562749	05/31/95
Drypers	Argentina	Drypers	Pending	1817441	
Drypers	Argentina	Drypers	Pending	1903361	
Drypers	Argentina	Drypers	Pending	2148432	
Drypers Discreet	Argentina	Drypers	Pending	2129320	
Drypers Discreet	Argentina	Drypers	Pending	2129321	
Fresh And Dry	Argentina	Drypers	Pending	2078212	

Trademark	Country	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Friendly	Argentina	Drypers	Pending	2078213	
Just Baby	Argentina	Drypers	Pending	2078214	
Nappies	Argentina	Drypers	Registered	1351861	07/11/89
Nappies	Argentina	Drypers	Pending	2080463	
Spice Woman	Argentina	Drypers	Pending	2111774	
Wee Fits	Argentina	Drypers	Registered	1622795	11/22/96
Wee-Fits And Design	Argentina	Drypers	Pending	2045187	
Drypers	Armenia	Drypers	Registered	2397	10/03/97
Drypers	Aruba	Drypers	Registered	17359	05/10/95
Drypers	Australia	Drypers	Registered	A594213	01/15/93
Drypers	Austria	Drypers	Registered	154443	09/16/94
Drypers	Azerbaijan	Drypers	Registered	990016	01/05/99
Drypers	Bahamas	Drypers	Pending	21,488	
Drypers	Bahamas	Drypers	Pending	21,489	
Drypers	Bangladesh	Drypers	Pending	53732	
Drypers	Barbados	Drypers	Pending	N/A	
Drypers	Belarus	Drypers	Registered	7638	12/18/97
Drypers	Benelux	Drypers	Registered	584712	07/05/95
Drypers	Bolivia	Drypers	Pending	15635	
Drypers	Bolivia	Drypers	Registered	53888	10/27/92
Drypers	Bolivia	Drypers	Registered	53997	11/17/92
Kids	Bolivia	Drypers	Pending	006593	
Ultra Drypers Evolution	Bolivia	Drypers	Registered	58016-C	02/10/95
Ultra Drypers Evolution	Bolivia	Drypers	Registered	58017-C	02/10/95
Ultra Drypers Evolution	Bolivia	Drypers	Registered	58019-C	02/10/95
Ultra Drypers Evolution	Bolivia	Drypers	Registered	58018-C	02/10/95
Unixsec	Bolivia	Drypers	Pending	16889	
Drypers	Bosnia-Herzegovina	Drypers	Pending	Z211A	
Drypers	Brazil	Drypers	Registered	817589279	04/27/99
Drypers	Brazil	Drypers	Pending	820881120	
Drypers Uni	Brazil	Drypers	Registered	818595965	02/25/98
Keep Fresh	Brazil	Drypers	Pending	818312343	
Puppet	Brazil	Drypers	Registered	817223185	07/10/97

Trademark	Country	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Puppet	Brazil	Drypers	Registered	8001846760	04/24/84
Puppet (Stylized)	Brazil	Drypers	Pending	818881852	
Puppet Due	Brazil	Drypers	Pending	817941487	
Drypers	Bulgaria	Drypers	Registered	27989	03/27/96
Drypers	Cambodia	Drypers	Registered	7596	07/17/96
Baby's Choice	Canada	Drypers	Registered	374815	10/26/90
Baby's Delight	Canada	Drypers	Registered	407387	01/29/93
Comfees	Canada	Drypers	Registered	418544	10/22/93
Cozies	Canada	Drypers	Registered	424515	03/04/94
Drypers	Canada	Drypers	Registered	TMA385758	06/14/91
Drypers	Canada	Drypers	Registered	440746	03/24/95
Drypers	Canada	Drypers	Registered	516,254	09/14/99
Drypers & Design	Canada	Drypers	Registered	TMA385300	05/31/91
Panda Pals	Canada	Drypers	Registered	403285	10/02/92
Ultracare	Canada	Drypers	Registered	423573	02/25/94
Ultracare & Design	Canada	Drypers	Registered	403286	10/02/92
Drypers	Chile	Drypers	Registered	377530	11/11/91
Drypers	Chile	Drypers	Registered	531815	01/11/99
Comfees	China P.R.	Drypers	Registered	1168804	04/21/98
Drypers	China P.R.	Drypers	Registered	687899	04/28/94
Drypers/Chinese Characters	China P.R.	Drypers	Pending	9800103926	
Drysoft	China P.R.	Drypers	Pending	970059122	
Comfees	Colombia	Drypers	Registered	177850	07/31/95
Drypers	Colombia	Drypers	Registered	187189	03/26/96
Drypers	Colombia	Drypers	Registered	215511	01/15/99
Kids	Colombia	Drypers	Pending	98-001.567	
Ultra Drypers Evolution & DES	Colombia	Drypers	Pending	403709	
Ultra Drypers Evolution & DES	Colombia	Drypers	Pending	403710	
Ultra Drypers Evolution & DES	Colombia	Drypers	Pending	403711	
Ultra Drypers Evolution & DES	Colombia	Drypers	Pending	403713	

Trademark	Country	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Unixsec	Colombia	Drypers	Pending	980075801	
Drypers	Costa Rica	Drypers	Pending	3291-92	
Drypers	Costa Rica	Drypers	Registered	85264	12/20/93
Drypers	Croatia	Drypers	Registered	Z-951193	05/03/99
Drypers	Cuba	Drypers	Pending	1098/98	
Drypers	Cuba	Drypers	Registered	123482	04/02/96
Drypers	Cuba	Drypers	Registered	123346	02/27/96
Drypers	Czech Republic	Drypers	Registered	206052	12/30/97
Drypers	Denmark	Drypers	Registered	4153-1993	06/11/93
Baby' Choice	Dominican Republic	Drypers	Registered	58855	08/15/94
Baby' Choice	Dominican Republic	Drypers	Registered	56075	02/15/93
Baby' Choice	Dominican Republic	Drypers	Registered	56084	02/15/93
Baby' Choice	Dominican Republic	Drypers	Registered	56007	02/15/93
Baby' Choice	Dominican Republic	Drypers	Registered	56199	02/15/93
Drypers	Dominican Republic	Drypers	Registered	56100	02/15/93
Drypers	Dominican Republic	Drypers	Registered	56086	02/15/93
Drypers	Dominican Republic	Drypers	Registered	56202	02/15/93
Drypers	Dominican Republic	Drypers	Registered	56074	02/15/93
Drypers	Dominican Republic	Drypers	Registered	97,973	07/15/98
Drypers	Ecuador	Drypers	Registered	I-0747-94	04/15/94
Drypers	Ecuador	Drypers	Registered	I-682-96	09/26/96
Drypers	Ecuador	Drypers	Registered	I-680-96	09/26/96
Drypers	Ecuador	Drypers	Registered	I-679-96	09/26/96
Drypers	Ecuador	Drypers	Registered	I-976-96	09/26/96
Drypers	Ecuador	Drypers	Registered	2997-93	11/04/93
Unixsec	Ecuador	Drypers	Pending	93127	

<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Status in Trademark Office</b>	<b>Federal Registration Number</b>	<b>Registration Date</b>
Drypers	Egypt	Drypers	Registered	85810	10/23/94
Drypers	El Salvador	Drypers	Registered	87 BOOK 69	10/17/98
Drypers	El Salvador	Drypers	Pending	1744-95	
Drypers	El Salvador	Drypers	Registered	230-84	11/24/98
Drypers	El Salvador	Drypers	Pending	35/92	
Drypers	European Union	Drypers	Pending	907758	
Drypers	Finland	Drypers	Registered	129232	11/22/93
Drypers	France	Drypers	Registered	1207850	05/12/92
Drypers	France	Drypers	Registered	93452269	01/26/93
Drypers	Georgia	Drypers	Registered	8132	01/23/98
Drypers	Germany	Drypers	Registered	2052845	12/27/93
Drypers	Greece	Drypers	Registered	102598	
Drypers	Greece	Drypers	Pending	141640	
Drypers	Guatemala	Drypers	Pending	2884-92	
Drypers	Guatemala	Drypers	Registered	68252/101/148	02/03/93
Drypers	Guatemala	Drypers	Registered	68215	12/03/92
Drypers	Guyana	Drypers	Pending	15567A	
Drypers	Haiti	Drypers	Pending	165-U	
Drypers	Haiti	Drypers	Registered	190/111	08/13/97
Drypers	Honduras	Drypers	Registered	64107	01/29/96
Drypers	Honduras	Drypers	Registered	74.258	06/07/99
Drypers	Hong Kong	Drypers	Registered	10710/1998	10/20/98
Drypers (Chinese Characters)	Hong Kong	Drypers	Pending	13125/1998	
Drypers	Hungary	Drypers	Registered	147384	10/22/97
Drypers	Iceland	Drypers	Registered	1246/96	11/25/96
Drypers	India	Drypers	Pending	594098	
Comfees	Indonesia	Drypers	Registered	409268	04/30/97
Drypers	Indonesia	Drypers	Registered	344182	08/08/94
Drypers	Iran	Drypers	Registered	71479	10/28/93
Drypers	Ireland	Drypers	Registered	148429	11/12/92
Drypers	Israel	Drypers	Registered	99210	01/07/99
Drypers	Italy	Drypers	Registered	672300	03/12/96
Drypers	Jamaica	Drypers	Registered	30519	11/27/95

Trademark	Country	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Drypers And Design	Japan	Drypers	Registered	2447290	08/31/92
Drypers	Jordan	Drypers	Registered	31616	02/10/93
Drypers	Kazakstan	Drypers	Registered	6119	09/24/97
Drypers	Kyrgyzstan	Drypers	Registered	3623	08/30/96
Drypers	Laos	Drypers	Registered	4891	09/10/96
Drypers	Latvia	Drypers	Registered	M38013	08/20/97
Drypers	Lithuania	Drypers	Registered	29009	08/25/98
Drypers	Macao	Drypers	Registered	12682	06/20/94
Drypers	Macedonia	Drypers	Registered	6625	05/13/98
Drypers	Malaysia	Drypers	Pending	96/05997	
Baby' Choice	Mexico	Drypers	Registered	410368	04/04/91
Baby' Delight	Mexico	Drypers	Registered	399415	09/20/91
Classic Premiums	Mexico	Drypers	Registered	509635	06/30/93
Comfee Fits	Mexico	Drypers	Registered	409040	03/26/92
Comfees	Mexico	Drypers	Registered	468047	07/29/94
Cozies	Mexico	Drypers	Registered	399416	09/20/91
Cozies	Mexico	Drypers	Registered	402805	12/18/91
Drypers	Mexico	Drypers	Registered	471456	08/29/94
Drypers	Mexico	Drypers	Registered	475282	09/28/94
Drypers	Mexico	Drypers	Registered	517289	02/21/96
Drypers	Mexico	Drypers	Registered	586121	08/28/98
Drypers Premium	Mexico	Drypers	Registered	562446	10/31/97
Drypers Econosec Plus	Mexico	Drypers	Registered	609365	05/17/99
Drypers Ultra	Mexico	Drypers	Pending	305818	
Drypers Uni	Mexico	Drypers	Pending	232767	
Ultra Care	Mexico	Drypers	Registered	447447	11/29/93
Ultra Care	Mexico	Drypers	Registered	409041	03/26/92
Drypers	Moldova	Drypers	Registered	4504	07/17/95
Drypers	Mongolia	Drypers	Registered	2371	05/28/98
Drypers	Morocco	Drypers	Registered	60704	09/20/96
Drypers	Myanmar	Drypers	Registered	IV/4621/1996	10/22/96
Drypers	New Zealand	Drypers	Registered	204813	09/14/90
Drypers	New Zealand	Drypers	Registered	224497	01/28/93
Drypers	Nicaragua	Drypers	Registered	39,575	11/25/98



<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Status in Trademark Office</b>	<b>Federal Registration Number</b>	<b>Registration Date</b>
Drypers	Nicaragua	Drypers	Registered	27382 CC	12/06/94
Classic Premiums	Nigeria	Drypers	Registered	53076	06/11/93
Drypers	Nigeria	Drypers	Registered	53077	06/11/93
Drypers	North Korea	Drypers	Registered	9801	03/03/99
Drypers	Norway	Drypers	Registered	160699	12/16/93
Drypers	Oman	Drypers	Pending	8510	
Drypers	Pakistan	Drypers	Pending	136040	
Drypers	Panama	Drypers	Registered	61494	04/05/95
Drypers	Papua New Guinea	Drypers	Registered	A 60,831	01/27/98
Classic Premiums	Paraguay	Drypers	Registered	169727	07/15/94
Drypers	Paraguay	Drypers	Registered	214371	06/24/99
Drypers	Paraguay	Drypers	Registered	152881	04/01/92
Drypers	Paraguay	Drypers	Registered	152882	04/01/92
Drypers	Peru	Drypers	Registered	48556	09/08/98
Drypers	Peru	Drypers	Registered	101166	12/28/92
Ultra Drypers Evolution & DES	Peru	Drypers	Registered	1884	10/19/93
Comfees	Philippines	Drypers	Pending	00114925	
Drypers	Philippines	Drypers	Registered	58139	05/12/94
Drypers	Poland	Drypers	Registered	102725	05/26/98
Drypers	Portugal	Drypers	Registered	290327	05/24/94
Drypers	Qatar	Drypers	Registered	10809	04/11/98
Drypers	Romania	Drypers	Pending	35802	
Drypers	Russian Federation	Drypers	Registered	142261	05/17/96
Drysoft	Russian Federation	Drypers	Pending	97712663	
Drypers	Saudi Arabia	Drypers	Registered	310/100	06/12/94
Baby' Choice	Singapore	Drypers	Registered	6916/91	07/24/91
Drypers	Singapore	Drypers	Registered	B1585/92	03/3/92
Drypers	Slovak Republic	Drypers	Registered	182903	11/12/98
Drypers	Slovenia	Drypers	Registered	9570926	08/19/96
Drypers	South Africa	Drypers	Registered	91/10154	11/28/91
Drypers	South Africa	Drypers	Registered	91/10155	11/28/91

Trademark	Country	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Drypers	South Korea	Drypers	Registered	281636	12/16/93
Drypers	Spain	Drypers	Pending	28422	
Drypers	Spain	Drypers	Pending	1978748	
Drypers	Surinam	Drypers	Registered	15263	11/27/96
Drypers	Sweden	Drypers	Registered	255002	02/04/94
Drypers	Switzerland	Drypers	Registered	404815	01/27/93
Drypers	Taiwan	Drypers	Pending	86063165	
Drypers	Tajikistan	Drypers	Pending	95003380	
Drypers	Tangier	Drypers	Registered	12.240	02/03/99
Comfees	Thailand	Drypers	Pending	328062	
Drypers	Thailand	Drypers	Registered	KOR16955	09/15/99
Drypers UNI	Thailand	Drypers	Registered	Kor68815	02/20/98
Drypers UNI & Device	Thailand	Drypers	Registered	Kor68800	02/20/98
Drypers UNI Plus	Thailand	Drypers	Pending	383399	
Drypers UNI Plus (Packaging)	Thailand	Drypers	Pending	384046	
Uni Plus	Thailand	Drypers	Pending	366829	
Drypers	Trinidad	Drypers	Registered	24214	10/02/97
Drypers	Trinidad	Drypers	Registered	28421	06/16/98
Drypers	Tunisia	Drypers	Registered	EE94.051	06/30/94
Drypers	Turkey	Drypers	Registered	174.183	06/25/96
Drypers	Turkmenistan	Drypers	Pending	3(904)	
Drypers	Ukraine	Drypers	Pending	95082439/T	
Drypers	United Arab Emirates	Drypers	Pending	3513	
Drypers	United Arab Emirates	Drypers	Registered	8867	11/28/92
Drypers	United Kingdom	Drypers	Registered	1523546	05/12/95
Drypers	United Kingdom	Drypers	Registered	1215030	03/28/84
Affinity	United States	Drypers	Pending	75/655,920	
Baby Guard	United States	Drypers	Pending	75/599,390	
Baby Guard	United States	Drypers	Pending	75/665,386	
Baby' Choice	United States	Drypers	Registered	1,564,375	11/07/89
Baby's Delight	United States	Drypers	Registered	1,644,403	05/14/91

Trademark	Country	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Bath Wipes	United States	Drypers	Pending	75/204,497	
BathWipes	United States	Drypers	Pending	75/204,496	
Classic Premiums	United States	Drypers	Registered	1,830,352	04/12/94
Cozies	United States	Drypers	Registered	1,547,357	07/11/89
Dinobaby	United States	Drypers	Pending	75/464,803	
Dinobaby	United States	Drypers	Pending	75/803,370	
Doc Bottoms	United States	Drypers	Pending	75/772,816	
Dry-Lock	United States	Drypers	Pending	75/528,342	
Dryper	United States	Drypers	Registered	375,455	02/02/40
Dryper	United States	Drypers	Registered	619,113	01/10/56
Drypers	United States	Drypers	Registered	1,734,785	11/24/92
Drypers (Wipes)	United States	Drypers	Registered	2,211,294	12/15/98
Drypers Big Girl	United States	Drypers	Registered	1,832,155	04/19/94
Drysoft	United States	Drypers	Pending	75/270,807	
Germ Guard	United States	Drypers	Pending	75/512,000	
Germ Shield	United States	Drypers	Pending	75/512,009	
It's More Than A Diaper, It's Drypers	United States	Drypers	Pending	75/803,369	
Kids	United States	Drypers	Pending	75/446,912	
Next Step	United States	Drypers	Pending	75/159,815	
Oenderstretch	United States	Drypers	Registered	2,166,599	06/16/98
Quickdri	United States	Drypers	Pending	75/772,815	
Ultracare	United States	Drypers	Registered	1,712,975	09/08/92
Ultracare	United States	Drypers	Registered	2,289,580	10/26/99
Unicuff	United States	Drypers	Pending	75/586,521	
Wee-Fits	United States	Drypers	Registered	1,678,490	03/10/92
Drypers	Uruguay	Drypers	Registered	247772	05/07/93
Drypers	Uruguay	Drypers	Registered	307.228	
Drypers	Uzbekistan	Drypers	Pending	8622	
Baby' Choice	Venezuela	Drypers	Pending	7023/93	
Drypers	Venezuela	Drypers	Pending	26191/91	
Drypers	Venezuela	Drypers	Pending	26192/91	
Drypers	Venezuela	Drypers	Pending	26193/91	
Drypers	Venezuela	Drypers	Pending	26784/92	

Trademark	Country	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Drypers	Venezuela	Drypers	Pending	5635/92	
Drypers	Venezuela	Drypers	Pending	5636/92	
Drypers	Venezuela	Drypers	Pending	5637/92	
Drypers	Venezuela	Drypers	Pending	98-013589	
Ultra Drypers Evolution	Venezuela	Drypers	Pending	22053/92	
Ultra Drypers Evolution	Venezuela	Drypers	Pending	5549/93	
Ultra Drypers Evolution	Venezuela	Drypers	Pending	5550/93	
Ultra Drypers Evolution	Venezuela	Drypers	Pending	5552/93	
Ultra Drypers Evolution	Venezuela	Drypers	Pending	5553/93	
Ultra Drypers Evolution	Venezuela	Drypers	Pending	5556/93	
Ultra Drypers Evolution	Venezuela	Drypers	Pending	5567/93	
Ultra Drypers Evolution	Venezuela	Drypers	Pending	5574/93	
Ultra Drypers Evolution	Venezuela	Drypers	Pending	636/92	
Ultra Drypers Evolution	Venezuela	Drypers	Pending	637/92	
Ultra Drypers Evolution	Venezuela	Drypers	Pending	638/92	
Ultra Drypers Evolution	Venezuela	Drypers	Pending	639/92	
Ultra Drypers Evolution	Venezuela	Drypers	Pending	640/92	
Unixsec	Venezuela	Drypers	Pending	98-23603	
Drypers	Vietnam	Drypers	Registered	24475	06/17/97
Drypers	Yemen Arab	Drypers	Registered	3354	08/03/93

3. Borrower's and its Subsidiaries' Licenses (other than routine business licenses, authorizing them to transact business in local jurisdictions):

<u>NAME</u>	<u>NATURE OF LICENSE</u>	<u>LICENSOR</u>	<u>TERM OF LICENSE</u>
1. McNeil-PPC Mesek Patents	Patents: US 4,388,075; US 4,938,754; and Related Foreign Patents	McNeil-PPC	09/2005 (Term of Patents)

2. K-C Enloe Patents for Dual Cuff Diapers, Training Pants, and Adult Incontinence Products	Patents: US 4,704,116; US 4,846,823; US 5,415,644; (Possibly other future issued Patents)	Kimberly-Clark	Conditional (Most likely 11/2005)
3. Sesame Street Muppet Characters	Right to Use Characters on Certain Products	Children's Television Workshop	12/31/99
4. United States Lawson/Dragoo/Aziz/Buell Dual Cuff Patents	Patents: US 4,695,278; US 4,795,454; Re 34,920; US 5,085,654	Procter & Gamble	Expiration of Lost Patent