

01-21-2000



MRS 12-23-99

Attorney Docket No.: 31720.0001

101249023

To the Honorable Commissioner of Patent and Trademarks. Please record this document and return to the sender documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Drypers Corporation 5300 Memorial, Suite 900 Houston, TX 77007</p>	<p>2. Name and address of receiving party(ies):</p> <p>Davidson Kempner Service Company, LLC 885 Third Avenue New York, NY 10022</p> <p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input type="checkbox"/> Corporation-State: <input checked="" type="checkbox"/> Other: limited liability company</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: December 13, 1999</p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s): See Exhibit "A"</p> <p>B. Trademark Registration No.(s): See Exhibit "A"</p>
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>Scott W. Goode AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P. One Commerce Square 2005 Market Street, 22nd Floor Philadelphia, PA 19103-7086 Telephone: 215-965-1200 Facsimile: 215-965-1210 E-Mail: www.akingump.com</p>	<p>6. Total number of applications and registrations involved: [31]</p> <p>7. Total fee (37 CFR 3.41) Cal. $\frac{1}{30} \times \\$40.00 = \\$ 40.00$ $\frac{30}{30} \times \\$25.00 = \\$ 750.00$ <input checked="" type="checkbox"/> Authorized to be charged to deposit account \$790.00</p> <p>8. Deposit account number: <u>50-1017</u></p>

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DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 750.00 CH

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.

<p>Scott W. Goode Name of Person</p>	<p>Signing Signature</p>	<p>12/21/99 Date</p>
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Total number of pages including cover sheet, attachments and document: [18]

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

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: U.S. PATENT AND TRADEMARK OFFICE, OFFICE OF PUBLIC RECORDS, ATTN: CUSTOMER SERVICES COUNTER, 1213 JEFFERSON DAVIS HIGHWAY, 3rd Floor, ARLINGTON, VA 22202.

By Carole Andrews Date 12-21-99

EXHIBIT "A"
Trademarks

**DRYPERS CORPORATION
PENDING AND REGISTERED TRADEMARKS**

Trademark	Country	Status in Trademark Office	Registration/ Application Number	Registration Date
Drypers	Afghanistan	Registered	5172	01/13/96
Drypers	OAPI	Registered	88328	02/27/98
Drypers	Albania	Registered	6776	02/11/98
Drypers	Algeria	Registered	053823	11/24/97
Ardilla	Argentina	Pending	1612733	08/26/97
Ardilla And Design	Argentina	Pending	1209298	
Baby Dream	Argentina	Registered	2077036	
Baby's Choice	Argentina	Registered	2071312	
Blue King	Argentina	Registered	1270723	02/18/88
Blue King	Argentina	Pending	1468032	09/30/93
Blue King	Argentina	Pending	1603121	06/06/96
Blue King	Argentina	Pending	2122633	
Blue King (Baby Design)	Argentina	Pending	2029422	
Blue King (Stork Design)	Argentina	Pending	2029423	
Blue King Premium	Argentina		2045184	
Blue King Ultra	Argentina		2045185	
Bunnies	Argentina	Pending	2031142	
Bunnies	Argentina	Pending	2031143	
Bunnies	Argentina	Pending	2031144	
Classic Premiums	Argentina	Registered	1506543	02/28/94
Comfees	Argentina	Registered	1603166	06/06/96
Comfees And Design	Argentina	Registered	1634657	06/03/97
Cozies	Argentina	Registered	1622794	11/22/96
Cozies Ultra And Design	Argentina	Pending	2045186	
Design Of A Baby (design)	Argentina	Registered	1669820	05/29/98
Drypers	Argentina	Registered	1456264	07/30/93
Drypers	Argentina	Registered	1553452	02/28/95
Drypers	Argentina	Registered	1562749	05/31/95
Drypers	Argentina	Pending	1817441	
Drypers	Argentina	Pending	1903361	
Drypers	Argentina	Pending	2148432	
Drypers Discreet	Argentina	Pending	2129320	
Drypers Discreet	Argentina	Pending	2129321	
Fresh And Dry	Argentina	Pending	2078212	
Friendly	Argentina	Pending	2078213	
Just Baby	Argentina	Pending	2078214	
Nappies	Argentina	Registered	1351861	07/11/89

Nappies	Argentina	Pending	2080463	
Spice Woman	Argentina	Pending	2111774	
Wee Fits	Argentina	Registered	1622795	11/22/96
Wee-Fits And Design	Argentina	Pending	2045187	
Drypers	Armenia	Registered	2397	10/03/97
Drypers	Aruba	Registered	17359	05/10/95
Drypers	Australia	Registered	A594213	01/15/93
Drypers	Austria	Registered	154443	09/16/94
Drypers	Azerbaijan	Registered	990016	01/05/99
Drypers	Bahamas	Pending	21,488	
Drypers	Bahamas	Pending	21,489	
Drypers	Bangladesh	Pending	53732	
Drypers	Barbados	Pending	N/A	
Drypers	Belarus	Registered	7638	12/18/97
Drypers	Benelux	Registered	584712	07/05/95
Drypers	Bolivia	Pending	15635	
Drypers	Bolivia	Registered	53888	10/27/92
Drypers	Bolivia	Registered	53997	11/17/92
Kids	Bolivia	Pending	006593	
Ultra Drypers Evolution	Bolivia	Registered	58016-C	02/10/95
Ultra Drypers Evolution	Bolivia	Registered	58017-C	02/10/95
Ultra Drypers Evolution	Bolivia	Registered	58019-C	02/10/95
Ultra Drypers Evolution	Bolivia	Registered	58018-C	02/10/95
Unixsec	Bolivia	Pending	16889	
Drypers	Bosnia-Herzegovina	Pending	Z211A	
Drypers	Brazil	Registered	817589279	04/27/99
Drypers	Brazil	Pending	820881120	
Drypers Uni	Brazil	Registered	818595965	02/25/98
Keep Fresh	Brazil	Pending	818312343	
Puppet	Brazil	Registered	817223185	07/10/97
Puppet	Brazil	Registered	8001846760	04/24/84
Puppet (Stylized)	Brazil	Pending	818881852	
Puppet Due	Brazil	Pending	817941487	
Drypers	Bulgaria	Registered	27989	03/27/96
Drypers	Cambodia	Registered	7596	07/17/96
Baby's Choice	Canada	Registered	374815	10/26/90
Baby's Delight	Canada	Registered	407387	01/29/93
Comfees	Canada	Registered	418544	10/22/93
Cozies	Canada	Registered	424515	03/04/94
Drypers	Canada	Registered	TMA385758	06/14/91
Drypers	Canada	Registered	440746	03/24/95
Drypers	Canada	Registered	516,254	09/14/99
Drypers & Design	Canada	Registered	TMA385300	05/31/91
Panda Pals	Canada	Registered	403285	10/02/92

Ultracare	Canada	Registered	423573	02/25/94
Ultracare & Design	Canada	Registered	403286	10/02/92
Drypers	Chile	Registered	377530	11/11/91
Drypers	Chile	Registered	531815	01/11/99
Comfees	China P.R.	Registered	1168804	04/21/98
Drypers	China P.R.	Registered	687899	04/28/94
Drypers/Chinese Characters	China P.R.	Pending	9800103926	
Drysoft	China P.R.	Pending	970059122	
Comfees	Colombia	Registered	177850	07/31/95
Drypers	Colombia	Registered	187189	03/26/96
Drypers	Colombia	Registered	215511	01/15/99
Kids	Colombia	Pending	98-001.567	
Ultra Drypers Evolution & DES	Colombia	Pending	403709	
Ultra Drypers Evolution & DES	Colombia	Pending	403710	
Ultra Drypers Evolution & DES	Colombia	Pending	403711	
Ultra Drypers Evolution & DES	Colombia	Pending	403713	
Unixsec	Colombia	Pending	980075801	
Drypers	Costa Rica	Registered	85264	12/20/93
Drypers	Croatia	Registered	Z-951193	05/03/99
Drypers	Cuba	Pending	1098/98	
Drypers	Cuba	Registered	123482	04/02/96
Drypers	Cuba	Registered	123346	02/27/96
Drypers	Czech Republic	Registered	206052	12/30/97
Drypers	Denmark	Registered	4153-1993	06/11/93
Baby' Choice	Dominican Republic	Registered	58855	08/15/94
Baby' Choice	Dominican Republic	Registered	56075	02/15/93
Baby' Choice	Dominican Republic	Registered	56084	02/15/93
Baby' Choice	Dominican Republic	Registered	56007	02/15/93
Baby' Choice	Dominican Republic	Registered	56199	02/15/93
Drypers	Dominican Republic	Registered	56100	02/15/93
Drypers	Dominican Republic	Registered	56086	02/15/93
Drypers	Dominican	Registered	56202	02/15/93

	Republic			
Drypers	Dominican Republic	Registered	56074	02/15/93
Drypers	Dominican Republic	Registered	97,973	07/15/98
Xclaim	Dominican Republic	Registered	97,785	07/15/98
Drypers	Ecuador	Registered	1-0747-94	04/15/94
Drypers	Ecuador	Registered	1-682-96	09/26/96
Drypers	Ecuador	Registered	1-680-96	09/26/96
Drypers	Ecuador	Registered	1-679-96	09/26/96
Drypers	Ecuador	Registered	1-976-96	09/26/96
Drypers	Ecuador	Registered	2997-93	11/04/93
Unixsec	Ecuador	Pending	93127	
Drypers	Egypt	Registered	85810	10/23/94
Drypers	El Salvador	Registered	87 BOOK 69	10/17/98
Drypers	El Salvador	Pending	1744-95	
Drypers	El Salvador	Registered	230-84	11/24/98
Drypers	El Salvador	Pending	35/92	
Drypers	European Union	Pending	907758	
Drypers	Finland	Registered	129232	11/22/93
Drypers	France	Registered	1207850	05/12/92
Drypers	France	Registered	93452269	01/26/93
Drypers	Georgia	Registered	8132	01/23/98
Drypers	Germany	Registered	2052845	12/27/93
Drypers	Greece	Registered	102598	
Drypers	Greece	Pending	141640	
Drypers	Guatemala	Pending	2884-92	
Drypers	Guatemala	Registered	68252/101/148	02/03/93
Drypers	Guatemala	Registered	68215	12/03/92
Drypers	Guyana	Pending	15567A	
Drypers	Haiti	Pending	165-U	
Drypers	Haiti	Registered	190/111	08/13/97
XClairn	Haiti	Pending	164-U	
Drypers	Honduras	Registered	64107	01/29/96
Drypers	Honduras	Registered	74.258	06/07/99
Drypers	Hong Kong	Registered	10710/1998	10/20/98
Drypers (Chinese Characters)	Hong Kong	Pending	13125/1998	
Drypers	Hungary	Registered	147384	10/22/97
Drypers	Iceland	Registered	1246/96	11/25/96
Drypers	India	Pending	594098	
Comfees	Indonesia	Registered	409268	04/30/97
Drypers	Indonesia	Registered	344182	08/08/94
Drypers	Iran	Registered	71479	10/28/93

Drypers	Ireland	Registered	148429	11/12/92
Drypers	Israel	Registered	99210	01/07/99
Drypers	Italy	Registered	672300	03/12/96
Drypers	Jamaica	Registered	30519	11/27/95
Drypers And Design	Japan	Registered	2447290	08/31/92
Drypers	Jordan	Registered	31616	02/10/93
Drypers	Kazakstan	Registered	6119	09/24/97
Drypers	Kyrgyzstan	Registered	3623	08/30/96
Drypers	Laos	Registered	4891	09/10/96
Drypers	Latvia	Registered	M38013	08/20/97
Drypers	Lithuania	Registered	29009	08/25/98
Drypers	Macao	Registered	12682	06/20/94
Drypers	Macedonia	Registered	6625	05/13/98
Drypers	Malaysia	Pending	96/05997	
Baby' Choice	Mexico	Registered	410368	04/04/91
Baby' Delight	Mexico	Registered	399415	09/20/91
Classic Premiums	Mexico	Registered	509635	06/30/93
Comfee Fits	Mexico	Registered	409040	03/26/92
Comfees	Mexico	Registered	468047	07/29/94
Cozies	Mexico	Registered	399416	09/20/91
Cozies	Mexico	Registered	402805	12/18/91
Drypers	Mexico	Registered	471456	08/29/94
Drypers	Mexico	Registered	475282	09/28/94
Drypers	Mexico	Registered	517289	02/21/96
Drypers	Mexico	Registered	586121	08/28/98
Drypers Premium	Mexico	Registered	562446	10/31/97
Drypers Econosec Plus	Mexico	Registered	609365	05/17/99
Drypers Ultra	Mexico	Pending	305818	
Drypers Uni	Mexico	Pending	232767	
Ultra Care	Mexico	Registered	447447	11/29/93
Ultra Care	Mexico	Registered	409041	03/26/92
Drypers	Moldova	Registered	4504	07/17/95
Drypers	Mongolia	Registered	2371	05/28/98
Drypers	Morocco	Registered	60704	09/20/96
Drypers	Myanmar	Registered	IV/4621/1996	10/22/96
Drypers	New Zealand	Registered	204813	09/14/90
Drypers	New Zealand	Registered	224497	01/28/93
Drypers	Nicaragua	Registered	39,575	11/25/98
Drypers	Nicaragua	Registered	27382 CC	12/06/94
Classic Premiums	Nigeria	Registered	53076	06/11/93
Drypers	Nigeria	Registered	53077	06/11/93
Drypers	North Korea	Registered	9801	03/03/99
Drypers	Norway	Registered	160699	12/16/93
Drypers	Oman	Pending	8510	
Drypers	Pakistan	Pending	136040	

Drypers	Panama	Registered	61494	04/05/95
Drypers	Papua New Guinea	Registered	A 60,831	01/27/98
Classic Premiums	Paraguay	Registered	169727	07/15/94
Drypers	Paraguay	Registered	214371	06/24/99
Drypers	Paraguay	Registered	152881	04/01/92
Drypers	Paraguay	Registered	152882	04/01/92
Drypers	Peru	Registered	48556	09/08/98
Drypers	Peru	Registered	101166	12/28/92
Ultra Drypers Evolution & DES	Peru	Registered	1884	10/19/93
Comfees	Philippines	Pending	00114925	
Drypers	Philippines	Registered	58139	05/12/94
Drypers	Poland	Registered	102725	05/26/98
Drypers	Portugal	Registered	290327	05/24/94
Drypers	Qatar	Registered	10809	04/11/98
Drypers	Romania	Pending	35802	
Drypers	Russian Federation	Registered	142261	05/17/96
Drysoft	Russian Federation	Pending	97712663	
Drypers	Saudi Arabia	Registered	310/100	06/12/94
Baby' Choice	Singapore	Registered	6916/91	07/24/91
Drypers	Singapore	Registered	B1585/92	03/3/92
Drypers	Slovak Republic	Registered	182903	11/12/98
Drypers	Slovenia	Registered	9570926	08/19/96
Drypers	South Africa	Registered	91/10154	11/28/91
Drypers	South Africa	Registered	91/10155	11/28/91
Drypers	South Korea	Registered	281636	12/16/93
Drypers	Spain	Pending	28422	
Drypers	Spain	Pending	1978748	
Drypers	Surinam	Registered	15263	11/27/96
Drypers	Sweden	Registered	255002	02/04/94
Drypers	Switzerland	Registered	404815	01/27/93
Drypers	Taiwan	Pending	86063165	
Drypers	Tajikistan	Pending	95003380	
Drypers	Tangier	Registered	12.240	02/03/99
Comfees	Thailand	Pending	328062	
Drypers	Thailand	Registered	KOR16955	09/15/99
Drypers LJNI	Thailand	Registered	Kor-68815	02/20/98
Drypers UNI & Device	Thailand	Registered	KoR-68800	02/20/98
Drypers UNI Plus	Thailand	Pending	383399	
Drypers UNI Plus (Packaging)	Thailand	Pending	384046	
Uni Plus	Thailand	Pending	366829	

Drypers	Trinidad	Registered	24214	10/02/97
Xclaim	Trinidad	Registered	28421	06/16/98
Drypers	Tunisia	Registered	EE94.051	06/30/94
Drypers	Turkey	Registered	174.183	06/25/96
Drypers	Turkmenistan	Pending	3(904)	
Drypers	Ukraine	Pending	95082439/T	
Drypers	United Arab Emirates	Pending	3513	
Drypers	United Arab Emirates	Registered	8867	11/28/92
Drypers	United Kingdom	Registered	1523546	05/12/95
Drypers	United Kingdom	Registered	1215030	03/28/84
Affinity	United States	Pending	75/655,920	
Baby Guard	United States	Pending	75/599,390	
Baby Guard (wipes)	United States	Pending	75/665,386	
Baby's Choice (toys)	United States	Registered	676,935	04/14/59
Baby's Choice	United States	Registered (concurrent use)	1,564,375	11/07/89
Bath Wipes	United States	Pending	75/204,497	
Bathwipes	United States	Pending	75/204,496	
Classic Premiums	United States	Registered	1,830,352	04/12/94
Dinobaby	United States	Pending	75/803,370	
Doc Bottoms	United States	Pending	75/772,816	
Dry-Lock	United States	Pending	75/528,342	
Dryper	United States	Registered	375,455	08/09/39
Dryper	United States	Registered	619,113	01/10/56
Drypers	United States	Registered	1,734,785	11/24/92
Drypers (Wipes)	United States	Registered	2,211,297	12/15/98
Drypers Big Girl	United States	Registered	1,832,155	04/19/94
Drysoft	United States	Pending	75/270,807	
Germ Guard	United States	Pending	75/512,000	
Germ Guard	United States	Pending	75/536,665	
Germ Shield	United States	Pending	75/512,009	
It's More Than A Diaper, It's Drypers	United States	Pending	75/803,369	
Kids	United States	Pending	75/446,912	
Next Step	United States	Pending	75/159,815	
Quickdri	United States	Pending	75/772,815	
Smarty Pants	United States	Pending	75/696,217	
Tenderstretch	United States	Registered	2,166,599	06/16/98
Ultracare	United States	Registered	1,712,975	09/08/92
Ultracare	United States	Registered	2,289,580	10/26/99
Unicuff	United States	Pending	75/586,521	
Wee-Fits	United States	Registered	1,678,490	03/10/92
XCLAIM	United States	Registered	2,079,385	07/15/97

Drypers	Uruguay	Registered	247772	05/07/93
Drypers	Uruguay	Registered	307.228	
Drypers	Uzbekistan	Pending	8622	
Baby' Choice	Venezuela	Pending	7023/93	
Drypers	Venezuela	Pending	26191/91	
Drypers	Venezuela	Pending	26192/91	
Drypers	Venezuela	Pending	26193/91	
Drypers	Venezuela	Pending	26784/92	
Drypers	Venezuela	Pending	5635/92	
Drypers	Venezuela	Pending	5636/92	
Drypers	Venezuela	Pending	5637/92	
Drypers	Venezuela	Pending	98-013589	
Ultra Drypers Evolution	Venezuela	Pending	22053/92	
Ultra Drypers Evolution	Venezuela	Pending	5549/93	
Ultra Drypers Evolution	Venezuela	Pending	5550/93	
Ultra Drypers Evolution	Venezuela	Pending	5552/93	
Ultra Drypers Evolution	Venezuela	Pending	5553/93	
Ultra Drypers Evolution	Venezuela	Pending	5556/93	
Ultra Drypers Evolution	Venezuela	Pending	5567/93	
Ultra Drypers Evolution	Venezuela	Pending	5574/93	
Ultra Drypers Evolution	Venezuela	Pending	636/92	
Ultra Drypers Evolution	Venezuela	Pending	637/92	
Ultra Drypers Evolution	Venezuela	Pending	638/92	
Ultra Drypers Evolution	Venezuela	Pending	639/92	
Ultra Drypers Evolution	Venezuela	Pending	640/92	
Unixsec	Venezuela	Pending	98-23603	
Drypers	Vietnam	Registered	24475	06/17/97
Drypers	Yemen Arab	Registered	3354	08/03/93

GRANT OF SECURITY INTEREST IN TRADEMARKS

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 DAVIDSON KEMPNER SERVICE COMPANY, LLC, a Delaware limited liability company ("Davidson Kempner"), not in its individual capacity but solely as agent for itself and each of the other lenders (each a "Lender" and, collectively, the "Lenders") which is or may from time to time become a signatory to the Term Loan Agreement (hereinafter defined) or any successor or permitted assignee thereof (Davidson Kempner in its capacity as Agent, together with its successors in such capacity, the "Agent"), 885 Third Avenue, New York, New York 10022.

RECITALS:

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

B. Pursuant to the Term Loan 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 Lenders' obligations under the Term Loan 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 Term Loan 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 (subject to the prior rights with respect thereto of the lenders under the Working Capital Loan Agreement (as defined in the Term Loan Agreement)) 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, and (ii) all Commitments (as defined in the Term Loan 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, other than assignments in favor of the agent under the Working Capital Loan Agreement (as defined in the Term Loan Agreement).

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.

5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW RULES.

6. ANY SUIT, ACTION OR PROCEEDING AGAINST THE DEBTOR ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND THE DEBTOR HEREBY IRREVOCABLY CONSENTS AND SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS AND WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE DEBTOR AT ITS ADDRESS FIRST WRITTEN ABOVE. THE DEBTOR HEREBY APPOINTS CT CORPORATION SYSTEM AS ITS AGENT FOR RECEIPT OF SERVICE OF PROCESS IN NEW YORK STATE HAVING AN ADDRESS AT 1633 BROADWAY, NEW YORK, NEW YORK 10019, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS UPON SUCH AGENT SHALL BE BINDING UPON IT. THE AGENT AND THE LENDERS SHALL RETAIN THEIR RESPECTIVE RIGHTS UNDER APPLICABLE LAW TO BRING ANY SUIT, ACTION OR PROCEEDING AGAINST THE DEBTOR IN ANY OTHER COURT OF COMPETENT JURISDICTION AND TO SERVE PROCESS IN RELATION TO ANY SUIT, ACTION OR

PROCEEDING HEREUNDER AND UNDER EACH OTHER AGREEMENT TO WHICH THE DEBTOR IS A PARTY IN ANY MANNER IN ACCORDANCE WITH LAW.

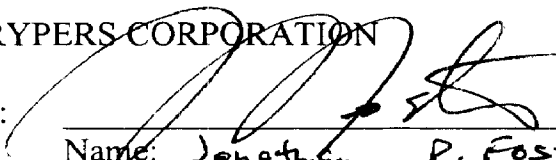
7. Agent acknowledges that receipt of certain payments and exercise of certain rights and remedies hereunder may be affected by the provisions of the Intercreditor Agreement. Notwithstanding the foregoing, neither Debtor nor any Person not party to the Intercreditor Agreement shall be deemed to be a third party beneficiary thereof for any purpose, nor shall Debtor interpose any defense based on the Intercreditor Agreement to the exercise by Agent or the Lenders of any rights and remedies hereunder or under the other Loan Documents or the receipt of payments hereunder or thereunder. The parties to the Intercreditor Agreement may amend, supplement, modify or waive the provisions thereof, without notice to, or consent of, Debtor.

8. 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: Jonathan P. Foster
Title: CFO + EVP

DAVIDSON KEMPNER SERVICE COMPANY,
LLC, as Agent

By: M. H. Davidson & Co., Managing Member

By:

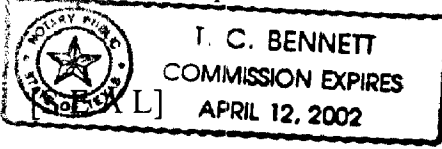
Name: Thomas L. Kempner, Jr.
Title: General Partner

TRADEMARK

REEL: 002010 FRAME: 0498

THE STATE OF TEXAS §
COUNTY OF DALLAS §
§

This instrument was ACKNOWLEDGED before me on December 13, 1999, by
Jonathan P. Foster, CEO of DRYPERS CORPORATION of DRYPERS CORPORATION, a
Delaware corporation, on behalf of said corporation.



I. C. Bennett
Notary Public - State of Texas

My Commission Expires:

Printed Name of Notary Public

THE STATE OF NEW YORK §
COUNTY OF NEW YORK §
§

This instrument was ACKNOWLEDGED before me on December __, 1999, by
_____, _____ of DAVIDSON KEMPNER
SERVICE COMPANY, LLC, a Delaware limited liability company, on behalf of said company.

[S E A L]

Notary Public - State of New York

My Commission Expires:

Printed Name of Notary Public

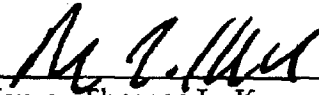
IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

DRYPERS CORPORATION

By: _____
Name:
Title:

DAVIDSON KEMPNER SERVICE COMPANY,
LLC, as Agent

By: M. H. Davidson & Co., Managing Member

By:  _____
Name: Thomas L. Kempner, Jr.
Title: General Partner

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was ACKNOWLEDGED before me on December ____, 1999, by _____ of DRYPERS CORPORATION, a Delaware corporation, on behalf of said corporation.

[S E A L]

Notary Public - State of Texas

My Commission Expires:

Printed Name of Notary Public

THE STATE OF NEW YORK §
 §
COUNTY OF NEW YORK §

This instrument was ACKNOWLEDGED before me on December 10th, 1999, by Thomas L. Kempner, Jr. General Partner of DAVIDSON KEMPNER SERVICE COMPANY, LLC, a Delaware limited liability company, on behalf of said company.

[S E A L]

Racquel A.C. Small
Notary Public - State of New York

My Commission Expires:

September 28, 2000

Printed Name of Notary Public

RACQUEL A.C. SMALL
Notary Public, State of New York
No. 24-6013703
Qualified in Kings County
Commission Expires September 28, 2000