

Form PTO-159-4  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The First Years Inc.

- Individual(s)  Association
  - General Partnership  Limited Partnership
  - Corporation Massachusetts
  - Other \_\_\_\_\_
- Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Harris Trust and Savings Bank,  
Name: as administrative agent

Internal Address: \_\_\_\_\_  
Street Address: 111 West Monroe Street  
City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Illinois
- Other \_\_\_\_\_

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 names(s) & address(s) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: September 15, 2004

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,516,593	1,048,212
1,867,938	980,728
1,218,822	2,629,362

Additional numbers attached?  Yes  No

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

Name: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and trademarks involved:

**6**

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0305

(Attach duplicate copy of this page if paying by deposit account)  
Attorney Docket No. 1592864

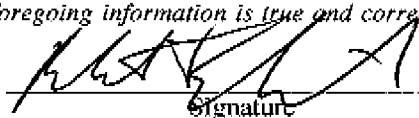
DO NOT USE THIS SPACE

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.

Robert J. Schneider

Name of Person Signing



Signature

September 30, 2004

Date

Total number of pages including cover sheet, attachments, and document: **6**

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
United States Patent and Trademark Office, Box Assignments  
Washington, DC 20231

CH \$165.00 500305 2516593

## TRADEMARK COLLATERAL AGREEMENT

This 15th day of September, 2004, THE FIRST YEARS INC., a Massachusetts corporation ("*Debtor*"), with its principal place of business and mailing address at One Kiddie Drive, Avon, Massachusetts 02322, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder defined for the Secured Creditors defined in that certain Security Agreement hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE FIRST YEARS INC.

By Jody L. Taylor  
Name: JODY L. TAYLOR  
Its: TREASURER

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS TRUST AND SAVINGS BANK, as  
administrative agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

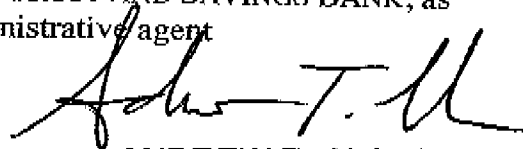
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE FIRST YEARS INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS TRUST AND SAVINGS BANK, as  
administrative agent

By  \_\_\_\_\_  
Name: **ANDREW T. CLaar**  
Its: **VICE PRESIDENT**

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>
THE FIRST YEARS	2,516,593
THE FIRST YEARS	1,867,938
THE FIRST YEARS	1,218,822
THE FIRST YEARS	1,048,212
THE FIRST YEARS	0980728
THE FIRST YEARS	2,629,362

**PENDING FEDERAL TRADEMARK APPLICATIONS**

NONE

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

NONE