

10-31-05

11-03-2005



Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

REEL 103112654
TRADEMARK

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Britax Excelsior Limited

- Individual(s)
- General Partnership
- Corporation- State: England and Wales
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 10/20/05

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC, as Security Agent

Internal

Address: _____ ³ ²⁰⁰⁵

Street Address: 1 Churchill Place

City: London

State: England

Country: United Kingdom Zip: E14 5HP

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____
- Citizenship _____
- Citizenship _____
- Citizenship England and Wales
- Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
None.

B. Trademark Registration No.(s)
2340089; 1337770; 2869497; 2848203; 1059140

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Tracey D. Bennett

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Blvd.

City: Stamford

State: Connecticut Zip: 06901

Phone Number: 203-961-7535

Fax Number: 203-674-7735

Email Address: traceybennett@paulhastings.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Tracey D. Bennett
Signature

10/24/05
Date

Tracey D. Bennett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 27

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/02/2005 ECOOPER 00000011 2340089

01 FC:8521
02 FC:8522

40.00 DP
100.00 BP

TRADEMARK
REEL: 003245 FRAME: 0153

US INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS US INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, supplements and other modifications hereto, if any, from time to time, this "US Intellectual Property Security Agreement"), dated as of October 20, 2005, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of BARCLAYS BANK PLC ("Barclays"), individually and in its capacity as Security Agent ("Security Agent") for the Security Beneficiaries.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Credit Agreement dated September 3, 2005, as amended and restated by that certain restatement deed, dated October 19, 2005, by and among MARINESUMMER LIMITED (the "Principal Borrower", together with the other companies party thereto from time to time as borrowers, sometimes collectively referred to herein as "Borrowers"), the companies party thereto from time to time as guarantors ("Guarantors"), BARCLAYS BANK PLC, LEVERAGED FINANCE, as arranger ("Arranger"), the financial institutions party thereto from time to time as lenders ("Lenders"), and BARCLAYS BANK PLC, as facility agent for the other Finance Parties ("Facility Agent"), as facility agent for the Term D Lenders (the "Term D Facility Agent"), and as the Security Agent for the other Finance Parties (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make available to the Borrowers certain term loans and a revolving credit facility and to otherwise extend financial accommodations to the Borrowers;

WHEREAS, in connection with the Credit Agreement, certain parties have also entered into that certain Intercreditor Deed dated September 3, 2005, between the Principal Borrower, BARCLAYS BANK PLC (in its capacity as the Original Senior Lender thereunder), the Institutional Investor (as defined therein), the Facility Agent, the Term D Facility Agent, the Security Agent, and certain Hedging Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Intercreditor Deed");

WHEREAS, Borrowers and Grantors are members of a group of related companies, the success of any one of which is dependent in part on the success of the other members of such group; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrowers under the Credit Agreement and in order to induce Security Agent and Lenders to enter into the Credit Agreement and other Finance Documents and the Hedging Lender to enter into Hedging Agreements, and to induce the Lenders and Hedging Lender to extend financial accommodations as contemplated therein, Grantors desire to grant a continuing Lien on the US Intellectual Property Collateral to Security Agent, for the benefit of Security Agent and Security Beneficiaries, to secure all of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals hereto) or in Annex A hereto and, for purposes of this US Intellectual Property Security Agreement, the rules of construction set forth herein or in Annex A shall govern. All capitalized terms used but not otherwise defined herein or in Annex A hereto have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN US INTELLECTUAL PROPERTY COLLATERAL.

(a) FIRST-PRIORITY LIEN. To secure the prompt and complete payment, performance and observance of all the Secured Obligations now or hereafter coming due to the Security Agent and the other Security Beneficiaries (other than the Term D Finance Parties), each Grantor hereby grants to Security Agent, for itself and the benefit of the other Security Beneficiaries (other than the Term D Finance Parties), a continuing First Priority Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "First-Priority US Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) SECOND-PRIORITY LIEN. To secure the prompt and complete payment, performance and observance of all the Secured Obligations now or hereafter coming due to the Term D Finance Parties, each Grantor hereby grants to Security Agent, for the benefit of the Term D Finance Parties, a continuing Second Priority Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Second-Priority US Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(c) CERTAIN EXCLUSIONS. Notwithstanding the foregoing, Collateral shall not include any license, permit, contract, property right or agreement to which any Grantor is a part or under which any Grantor has any right or interest if and only for so long as the grant of a security interest hereunder shall constitute or result in a breach, termination or default under any such license, permit, contract, property right or agreement (other than to the extent that such term would be rendered ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the Code or any other applicable law or principle of equity); provided, however, that such security interest shall attach immediately to any portion of such license, permit, contract, property right or agreement (and any proceeds of any such license, permit, contract, property right or agreement) that does not result in any of the consequences specified above. For each such license, permit, contract, property right or agreement, each relevant Grantor hereby agrees to

apply for the relevant consent or waiver of prohibition or condition within fourteen (14) days of the date of this Security Agreement and, in respect of any such license, permit, contract, property right or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use commercially reasonable efforts to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations. Additionally, Collateral shall not include any property subject to capital leases or purchase money security interests permitted under the Credit Agreement to the extent that the grant of a Lien hereunder on such property would cause a violation of any negative pledge clause or other restriction on assignment pursuant to the documentation for such capital lease or purchase money security interest.

3. REPRESENTATIONS AND WARRANTIES.

(a) Each Grantor, jointly and severally, represents and warrants that as of the date hereof or the date of the most recent Updated Schedule therefor, such Grantor does not have any interest in, or title to, any United States Patent, Trademark or Copyright except (i) as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto or (ii) to the extent that the aggregate fair market value thereof does not exceed \$100,000. This US Intellectual Property Security Agreement, together with any other security agreement referred to in Section 5 below, is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule IV hereto, perfected Liens in favor of Security Agent in the Patents, Trademarks, Copyrights and other US Intellectual Property Collateral of each Grantor as set forth on the Schedules hereto and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this US Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule IV hereto, all action necessary to perfect Security Agent's Liens on each Grantor's Patents, Trademarks, Copyrights and other US Intellectual Property Collateral set forth on the Schedules hereto shall have been duly taken.

(b) The security interests granted by any US Group Company pursuant to this US Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Security Agent pursuant to the US Subsidiary Security Agreement, as applicable. In addition to any representations and warranties contained herein, each Grantor that is a US Group Company hereby acknowledges and affirms the representations and warranties made to Security Agent with respect to this US Intellectual Property Collateral made in the US Subsidiary Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth therein, as applicable.

4. COVENANTS. Each Grantor covenants and agrees with Security Agent, for the benefit of the Security Beneficiaries, that from and after the date of this Security Agreement and until the Termination Date:

(a) Each Grantor shall promptly deliver to the Security Agent such information as the Security Agent may reasonably request regarding any asset which may be or become subject hereto and the compliance by any Grantor with any provisions hereof including, if and when requested by the Security Agent, the prompt delivery of updated Schedules to this US Intellectual Property Security Agreement which shall be dated as of the date of their delivery to the Security Agent and shall upon such delivery supercede the corresponding existing Schedule being replaced thereby (collectively "Updated Schedules"). It is hereby understood and agreed that each Updated Schedule shall operate only prospectively from the date of its delivery and shall not be deemed to cure any breach of representation that may have occurred prior to the date of the delivery thereof. Furthermore, the security interests granted pursuant to this US Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Security Agent pursuant to the US Subsidiary Security Agreement, as applicable. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms the covenants of Grantor with respect to the US Intellectual Property Collateral in the US Subsidiary Security Agreement, the terms and provisions of which are incorporated herein as if fully set forth therein, as applicable.

(b) If the same could be reasonably expected to have a Material Adverse Effect, Grantors shall notify Security Agent promptly if they know or have reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) has become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) If any Grantor, either itself or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency it shall give Security Agent prompt written notice thereof, and, upon request of Security Agent, Grantor shall execute and deliver any documents in connection with this US Intellectual Property Security Agreements as Security Agent deems necessary to evidence Security Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

5. SECURITY AGREEMENTS. The security interests granted pursuant to this US Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Security Agent pursuant to the US Subsidiary Security Agreement and any other security agreement entered into by a Grantor which is deemed to be a Finance Document, as applicable. Each Grantor hereby acknowledges and affirms that the Security Agent shall have all rights and remedies of a secured creditor under the Code (except as may be otherwise expressly provided in the Agreed Security Principles) or otherwise and, without limiting the foregoing, further acknowledges and each US Group Company further agrees that the rights and remedies of

Security Agent with respect to the security interest in the US Intellectual Property Collateral made and granted hereby are more fully set forth in the US Subsidiary Security Agreement and any other security agreement, as applicable, the terms and provisions of which are incorporated by reference herein as if fully set forth therein.

6. REINSTATEMENT. This US Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Obligor for liquidation or reorganization, should any Grantor or Obligor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Obligor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this US Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address as provided by clause 34 of the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder are the Obligors as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Obligors may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this US Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto and accompanied by updated Schedules hereto and any other documents reasonably requested by Security Agent. Upon delivery of any such counterpart to Security Agent, (notice of the foregoing is hereby waived by the Grantors), each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Security Agent not to cause any Obligor or any other Person to become an Additional Grantor hereunder. This US Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS US INTELLECTUAL PROPERTY SECURITY AGREEMENT. Subject to Section 6 hereof, this US Intellectual Property Security Agreement shall terminate upon the Termination Date.

10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this US Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this US Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this US Intellectual Property Security Agreement.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this US Intellectual Property Security Agreement, and specifically the provisions of Section 13 and Section 14, with its counsel.

12. German Provisions. The Security Agent agrees to restrict the enforcement of any of the First-Priority US Intellectual Property Collateral of the German Grantor (as defined below) and the Second-Priority US Intellectual Property Collateral of the German Grantor (and if the German Grantor is not party to a Relevant Domination Agreement (as defined below)) if and to the extent that such First-Priority US Intellectual Property Collateral and the Second-Priority US Intellectual Property Collateral secures liabilities of the German Grantor's direct or indirect shareholder(s) (upstream) or any entity affiliated to such shareholder within the meaning of section 15 of the German stock corporation Act "*Aktiengesetz*" (cross-stream) (other than the liabilities of any Subsidiary of the German Grantor and, for the avoidance of doubt, the direct liabilities of the German Grantor itself) and would cause the amount of German Grantors net assets as adjusted pursuant to the following provisions, to fall below the amount of its share capital "*Stammkapital*" "*Begründung einer Unterbilanz*" or to increase any already existing capital impairment "*Vertiefung einer Unterbilanz*" in violation of sections 30 and 31 GmbHG, (each such event is hereinafter referred to as a "Capital Impairment"). For the purposes of the calculation of a Capital Impairment the following balance sheet items shall be adjusted as follows:

(a) the amount of any increase of the German Grantor's registered share capital after the date of this agreement that has been effected without prior written consent of the Security Agent shall be deducted from the German Grantor's registered share capital;

(b) loans provided to the German Grantor by any Group Company shall be disregarded if and to the extent such loans are subordinated or are considered subordinated pursuant to section 32 a German Limited Liability Companies Act "*Gesetz betreffend die Gesellschaften mit beschränkter Haftung – GmbHG*"; and

(c) loans or other contractual liabilities incurred in violation of the provisions of the Finance Documents shall be disregarded.

(i) In a situation where the German Grantor does not have sufficient assets to maintain its registered share capital the German Grantor shall dispose of all assets which are not necessary for its business "*nicht betriebsnotwendig*" on market terms where the relevant assets are shown in the balance sheet of the German Grantor with a book value which is significantly lower than the market value of such assets.

(ii) The limitation pursuant to this Section 12 shall apply, subject to the following requirements, if following an Enforcement Event the German Grantor notifies the Security Agent (“Management Notification”) that a Capital Impairment would occur (setting out in reasonable detail to what extent a Capital Impairment would occur and providing prima facie evidence that a realisation or other measures undertaken in accordance with the mitigation provisions set out above would not prevent such Capital Impairment). If the German Grantor claims that a Capital Impairment would occur upon enforcement of any of the First-Priority US Intellectual Property Collateral of the German Grantor and the Second-Priority US Intellectual Property Collateral of the German Grantor, the German Grantor undertakes (at its own cost and expense) to arrange for the preparation of a balance sheet by a firm of recognized auditors (the “Auditors”) in order to have such Auditors determine whether (and if so, to what extent) any enforcement of any of such First-Priority US Intellectual Property Collateral and such Second-Priority US Intellectual Property Collateral would cause a Capital Impairment (the “Auditors' Determination”). The Auditors' Determination shall be prepared, taking into account the adjustments set out in this Section 12 above, by applying the generally accepted accounting principles applicable from time to time in Germany “*Grundsätze ordnungsmäßiger Buchführung*” based on the same principles and evaluation methods as constantly applied by the German Grantor in the preparation of its financial statements, in particular in the preparation of its most recent annual balance sheet, and taking into consideration applicable court rulings of German courts. Such Auditors' Determination shall be binding on the German Grantor and any assignees. If the German Grantor does not provide an Auditors' Determination within 30 Business Days from the date on which the respective assignees received the Management Notification then the limitations set out in this Section 12 shall not apply and the Security Agent shall not be obliged to refrain from the enforcement of any of the First-Priority US Intellectual Property Collateral and the Second-Priority US Intellectual Property Collateral pursuant to this Section 12.

(iii) For the purposes of this Section 12, (i) “Relevant Domination Agreement” means a domination agreement “*Beherrschungsvertrag*” to which the German Grantor is a party as dominated entity “*beherrschtes Unternehmen*” and under which the German Grantor's compensation claim “*Verlustausgleichsanspruch*” against the dominating entity “*beherrschendes Unternehmen*” is of value “*werthaltig*”. For the evaluation and calculation of this compensation claim Section 12 shall apply; and (ii) “German Grantor” means and includes any Grantor that is organized under the laws of Germany.

13. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE FINANCE DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS US INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. EACH GRANTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK, SHALL HAVE NON-EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN

GRANTORS, SECURITY AGENT AND OTHER SECURITY BENEFICIARIES PERTAINING TO THIS US INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OF THE OTHER FINANCE DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS US INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OF THE OTHER FINANCE DOCUMENTS, PROVIDED, THAT SECURITY AGENT, OTHER SECURITY BENEFICIARIES AND GRANTORS ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY, AND, PROVIDED, FURTHER, NOTHING IN THIS US INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE SECURITY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE SECURED OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SECURITY AGENT. EACH GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH GRANTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH GRANTOR AT THE ADDRESS SPECIFIED IN THE CREDIT AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT THEREOF OR TEN (10) DAYS AFTER DEPOSIT IN THE U.S. MAILED, PROPER POSTAGE PREPAID.

14. WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT DISPUTES ARISING HEREUNDER OR RELATING HERETO BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG SECURITY AGENT, OTHER SECURITY BENEFICIARIES, AND GRANTORS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED IN CONNECTION WITH, THIS US INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OF THE OTHER FINANCE DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO.

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

BRITAX CHILD SAFETY, INC.

By: 

Name: Zeina Bain

Title: Vice President and Treasurer

BRITAX CHILDCARE GROUP LIMITED

By: 

Name: ZEINA BAIN

Title: DIRECTOR

BRITAX EXCELSIOR LIMITED

By: _____

Name:

Title:

**BRITAX ROMER KINDERSICHERHEIT
GMBH**

By: 

Name: ZEINA BAIN

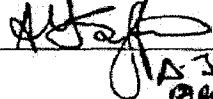
Title: ATTORNEY

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

BRITAX CHILD SAFETY, INC.

By: _____
Name: Zeina Bain
Title: Vice President and Treasurer

BRITAX CHILDCARE GROUP LIMITED

By: 
Name: A. J. STAFFORD
Title: DIRECTOR

BRITAX EXCELSIOR LIMITED

By: _____
Name:
Title:

**BRITAX ROMER KINDERSICHERHEIT
GMBH**

By: _____
Name:
Title:

LEGAL_US_0170010514

TRADEMARK

REEL: 003245 FRAME: 0164

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

BRITAX CHILD SAFETY, INC.

By: _____
Name: Zeina Bain
Title: Vice President and Treasurer

BRITAX CHILDCARE GROUP LIMITED

By: _____
Name:
Title:

BRITAX EXCELSIOR LIMITED

By: _____
Name: A.S. STAFFORD
Title: DIRECTOR

**BRITAX ROMER KINDERSICHERHEIT
GMBH**

By: _____
Name:
Title:

LEGAL_US_E# 20040324

TRADEMARK

REEL: 003245 FRAME: 0165

Acknowledged and Agreed:

BARCLAYS BANK PLC, as Security Agent

By: 

Name: IAN TETSILL

Title: DIRECTOR

LEGAL_US_B # 70016584

10/10 05 13:18 NO.841 09/09

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BLF MIDLANDS
TRADEMARK

REEL: 003245 FRAME: 0166

**ANNEX A
TO
SECURITY AGREEMENT**

DEFINITIONS

Capitalized terms used in the US Intellectual Property Security Agreement shall have (unless otherwise provided in such other document) the following respective meanings, and all references to Sections, Exhibits, Schedules or Annexes in the following definitions shall, unless otherwise expressly provided, refer to Sections, Exhibits, Schedules or Annexes of or to this US Intellectual Property Security Agreement:

“Account Debtor” means any Person who may become obligated to any Grantor under, with respect to, or on account of, an Account, Chattel Paper or General Intangibles (including a payment intangible).

“Accounts” means all “accounts,” as such term is defined in the Code, now owned or hereafter acquired by any Grantor, including (a) all accounts receivable, other receivables, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper, or Instruments), (including any such obligations that may be characterized as an account or contract right under the Code), (b) all of each Grantor’s rights in, to and under all purchase orders or receipts for goods or services, (c) all of each Grantor’s rights to any goods represented by any of the foregoing (including unpaid sellers’ rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (d) all rights to payment due to any Grantor for property sold, leased, licensed, assigned or otherwise disposed of, for a policy of insurance issued or to be issued, for a secondary obligation incurred or to be incurred, or for services rendered or to be rendered by such or in connection with any other transaction (whether or not yet earned by performance on the part of such Grantor), and (e) all collateral security of any kind, given by any Account Debtor or any other Person with respect to any of the foregoing.

“Chattel Paper” means any “chattel paper,” as such term is defined in the Code, including electronic chattel paper, now owned or hereafter acquired by any Grantor.

“Code” means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of New York; provided, that to the extent that the Code is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Security Agent’s or any Security Beneficiary’s Liens on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

“Contracts” means all “contracts,” as such term is defined in the Code, now owned or hereafter acquired by any Grantor, in any event, including all contracts, undertakings, or agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or

under which any Grantor may now or hereafter have any right, title or interest, including any agreement relating to the terms of payment or the terms of performance of any Account.

“Copyright License” means any and all rights now owned or hereafter acquired by any Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by any Grantor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

“Documents” means all “documents,” as such term is defined in the Code, now owned or hereafter acquired by any Grantor, wherever located.

“Enforcement Event” means an Event of Default which has resulted in cancellation of the Total Commitments, acceleration of the Utilisations or any other remedial event under clause 25.20 (Acceleration) of the Credit Agreement (including by way of the proviso set forth in such clause).

“First-Priority Lien” means a Lien free and clear of all other Liens except for (i) a junior Lien in favor of the Security Agent for the benefit of the Term D Finance Parties and (ii) any other Permitted Encumbrance.

“First-Priority US Intellectual Property Collateral” has the meaning given in Section 2(A)(a) of this US Intellectual Property Security Agreement.

“General Intangibles” means all “general intangibles,” as such term is defined in the Code, now owned or hereafter acquired by any Grantor, including all right, title and interest that such Grantor may now or hereafter have in or under any Contract, all payment intangibles, customer lists, Licenses, Copyrights, Trademarks, Patents, and all applications therefor and reissues, extensions or renewals thereof, rights in Intellectual Property, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill (including the goodwill associated with any Trademark or Trademark License), all rights and claims in or under insurance policies (including insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key man and business interruption insurance, and all unearned premiums), choses in action, deposit, rights of indemnification, all books and records, correspondence, credit files, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of such Grantor or any computer bureau or service company from time to time acting for such Grantor.

“Intellectual Property” means any and all Licenses, Patents, Copyrights, Trademarks, and the goodwill associated with such Trademarks.

“Instruments” means all “instruments,” as such term is defined in the Code, now owned or hereafter acquired by any Grantor, wherever located, and, in any event, including all certificated securities, all certificates of deposit, and all promissory notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

“License” means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by any Grantor.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right with respect to any invention on which a Patent is in existence.

“Patents” means all of the following in which any Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State, or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

“Permitted Encumbrances” means all Liens permitted by the Credit Agreement.

“Second-Priority Lien” means a Lien free and clear of all other Liens except for Permitted Encumbrances (including a senior Lien in favor of the Security Agent for the benefit of itself and the other Security Beneficiaries (other than the Term D Finance Parties)).

“Second-Priority US Intellectual Property Collateral” has the meaning given in Section 2(B)(a) of this US Intellectual Property Security Agreement.

“Security Beneficiaries” shall mean and include the Arranger, each Agent, each Lender (including, without limitation, each Ancillary Lender), each Issuing Lender, each Hedging Lender and each other Finance Party from time to time.

“Secured Obligations” means all money, liabilities or other obligations due, owing or incurred to any Security Beneficiary by any Grantor or any other Obligor under any and all Finance Documents (in each case as the same may be amended, restated, supplemented, novated or otherwise modified from time to time) at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person, whether as principal or surety, and whether in the nature of principal, interest (including interest that accrues after the commencement of any case or proceeding by or against any Grantor or other Obligor in any bankruptcy or insolvency proceeding, whether or not allowed in such case or proceeding), fees, charges, expenses, attorneys’ fees, indemnities or otherwise, and including all liabilities in connection with any notes, bills or other instruments accepted by any Security Beneficiary for or at the request of an Obligor and all losses incurred by any Security Beneficiary in connection therewith except for, in the case of any Grantor that is organized under the laws of

the United Kingdom, any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985.

“Term D Finance Parties” means the Term D Lenders and the Term D Facility Agent.

“Termination Date” means the date on which (a) all loans advanced under the Credit Agreement and other Finance Documents have been repaid in full, (b) all other non-contingent obligations of the Obligors under the Credit Agreement and the other Finance Documents have been completely discharged, (c) all Bank Guarantees have been cash collateralized, canceled or backed by standby letters of credit in accordance with the Credit Agreement and other Finance Documents, and (d) none of Borrowers shall have any further right to borrow any monies or otherwise obtain any Utilisation under the Credit Agreement or any other Finance Document.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark.

“Trademarks” means all of the following now owned or hereafter existing or adopted or acquired by any Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

“Uniform Commercial Code jurisdiction” means any jurisdiction that has adopted all or substantially all of Article 9 as contained in the 2000 Official Text of the Uniform Commercial Code, as recommended by the National Conference of Commissioners on Uniform State Laws and the American Law Institute, together with any subsequent amendments or modifications to the Official Text.

“US Intellectual Property Collateral” means and includes the First-Priority US Intellectual Property Collateral and the Second-Priority US Intellectual Property Collateral collectively.

“US Subsidiary Security Agreement” means the US Subsidiary Security Agreement dated as of October 20, 2005, among Britax Child Safety, Inc. and each additional party which becomes a Grantor thereto pursuant to Section 24 thereof, and BARCLAYS BANK PLC, individually and in its capacity as Security Agent for the Security Beneficiaries.

The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this US Intellectual Property Security Agreement as a whole, including all Annexes, Exhibits and Schedules, as the same may from time to time be amended, restated, modified or

supplemented, and not to any particular section, subsection or clause contained in this US Intellectual Property Security Agreement or any such Annex, Exhibit or Schedule.

Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter genders. The words "including", "includes" and "include" shall be deemed to be followed by (whether or not expressly followed by) the words "without limitation"; the word "or" is not exclusive; references to Persons include their respective successors and assigns (to the extent and only to the extent permitted by the Finance Documents) or, in the case of governmental Persons, Persons succeeding to the relevant functions of such Persons; and all references to statutes and related regulations shall include any amendments of the same and any successor statutes and regulations. Whenever any provision in this US Intellectual Property Security Agreement refers to the knowledge (or an analogous phrase) of any Grantor, such words are intended to signify that such Grantor has actual knowledge or awareness of a particular fact or circumstance or that such Grantor, if it had exercised reasonable diligence, would have known or been aware of such fact or circumstance.

All references herein to "Dollars" or "\$" are to U.S. Dollars.

Nothing in this US Intellectual Property Security Agreement shall alter, or shall be deemed to alter, any of the rights, duties, privileges or priorities of the parties to the Intercreditor Deed.

SCHEDULE I
TO
US INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
Britax Child Safety, Inc.	Inertia Side Wing	6206470	3/27/01
Britax Child Safety, Inc.	Head Catcher	6623075	9/23/03
Britax Child Safety, Inc.	Shoulder Pad + Chest Clip Limiter	6457774	10/1/02
Britax Child Safety, Inc.	Child Safety Seat	6209957	4/3/01
Britax Excelsior Limited	Passenger Seat	6811219	11/2/04
Britax Excelsior Limited	Child Safety Seat	6471298	10/29/02
Britax Excelsior Limited	Child Safety Seat	6382722	5/7/02
Britax Excelsior Limited	Child Safety Seat	6152525	11/28/00
Britax Excelsior Limited	Child Safety Seat	6135553	10/24/00
Britax Excelsior Limited	Child Safety Seat	6082819	7/4/00
Britax Excelsior Limited	Child Safety Seat	5611596	3/18/97
Britax Romer Kindersicherheit GmbH	Child Safety Seat	5611596	3/18/97
Britax Excelsior Limited	Infant Safety Seat	5567007	10/22/96
Britax Excelsior Limited	Child Safety Seat	5524965	6/11/96
Britax Excelsior Limited	Child Safety Seat	5487588	1/30/96
Britax Excelsior Limited	Child Safety Seat	5466044	11/14/95
Britax Excelsior Limited	Child Safety Seat	5228746	7/20/93
Britax Excelsior Limited	Child Harness Impact Pad	5125718	6/30/92
Britax Excelsior Limited	Child's Safety Seat	4854639	8/8/89
Britax Excelsior Limited	Child's Seat for a motor vehicle	4790601	12/13/88
Britax Excelsior Limited	Childs Safety Device for Vehicles	4461510	7/24/84
Britax Excelsior Limited	Buckles for Harnesses	4413383	11/8/83
Britax Excelsior Limited	Safety Seats for Vehicles	4402548	9/6/83
Britax Excelsior Limited	Safety Helmet	4209858	7/1/80
Britax Excelsior Limited	Fastening means for a crash helmet	3990113	11/9/76
Britax Excelsior Limited	Cushion for use by a child in conjunction with an adult safety belt	D274587	7/10/84
Britax Romer Kindersicherheit GmbH	Child Safety Seat	6827399	12/7/04
Britax Romer	Child Safety Seat	6799799	10/5/04

Kindersicherheit GmbH				
Britax Romer	Child Safety Seat	6325454	12/4/01	
Kindersicherheit GmbH				
Britax Romer	Child Safety Seat	6315359	11/13/01	
Kindersicherheit GmbH				
Britax Romer	Child Safety Seat	5954397	9/21/99	
Kindersicherheit GmbH				
Britax Romer	Child Safety Seat	5845968	12/8/98	
Kindersicherheit GmbH				
Britax Romer	Infant Safety Seat	5567007	10/22/96	
Kindersicherheit GmbH				
Britax Romer	Child Safety Seat	5487588	1/30/96	
Kindersicherheit GmbH				
Britax Romer	Child's Safety Device	5409294	4/25/95	
Kindersicherheit GmbH				
Britax Romer	Shock Absorber for Vehicle Seat Belt	5294183	3/15/94	
Kindersicherheit GmbH				
Britax Romer	Car Bed for Infants	5134733	8/4/92	
Kindersicherheit GmbH				

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
Britax Child Safety, Inc.	Visible Information Carrier	10/611804	7/1/03
Britax Child Safety, Inc.	Child safety seat with head restraint	10/763532	1/23/04
Britax Child Safety, Inc.	Anti-theft lock assembly	10/877372	6/25/04
Britax Child Safety, Inc.	Child's Booster Seat	10/834,724	4/29/04
Britax Child Safety, Inc.	Cover for seat belt buckle	10/011870	12/3/01
Britax Excelsior Limited	Baby carriage and baby's car seat	10/625766	7/23/03
Britax Excelsior Limited	Child Safety	10/219621	8/15/02
Britax Romer Kindersicherheit GmbH	Shoulder pad for Vehicle Seat Belt	10/370197	2/19/03

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
Britax Child Safety, Inc.		None.	
Britax Excelsior Limited		None.	
Britax Romer Kindersicherheit GmbH		None.	

Britax Childcare Group
Limited

None.

SCHEDULE II
TO
US INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Britax Child Safety, Inc.	Wizard	2,929,587	3/1/05
Britax Child Safety, Inc.	Toni	2,819,808	3/2/04
Britax Child Safety, Inc.	Companion	2,841,599	5/11/04
Britax Child Safety, Inc.	Bodyguard	2,875,631	8/17/04
Britax Child Safety, Inc.	Perma-Book	2,846,511	5/25/04
Britax Child Safety, Inc.	Husky	2,846,505	5/25/04
Britax Child Safety, Inc.	Safety is Always in Fashion	2,948,522	5/10/05
Britax Child Safety, Inc.	Prestige	2,858,513	6/29/04
Britax Child Safety, Inc.	Regent	2,860,940	7/6/04
Britax Child Safety, Inc.	Isofit	2,556,909	4/2/02
Britax Child Safety, Inc.	No Babies Allowed	2,588,783	7/2/02
Britax Child Safety, Inc.	Handle with Care	2,373,741	8/1/00
Britax Child Safety, Inc.	Roundabout	2,322,179	2/22/00
Britax Child Safety, Inc.	Versa-Tether	2,322,214	2/22/00
Britax Excelsior Limited	Britax	2,340,089	4/11/00
Britax Excelsior Limited	Britax	1,337,770	5/28/85
Britax Excelsior Limited	Britax	2,869,497	8/3/04
Britax Excelsior Limited	First Class Travel for Children	2,848,203	6/1/04
Britax Excelsior Limited	Britax	1,059,140	2/15/77
Britax Romer Kindersicherheit GmbH	Swinger	1,686,457	5/12/92
Britax Romer Kindersicherheit GmbH	Römer	2,026,446	12/31/96

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
Britax Child Safety, Inc.	New Yorker	78/644,931	6/7/05
Britax Child Safety, Inc.	Boulevard	78/569,712	2/17/05
Britax Child Safety, Inc.	Parkway	78/530,472	12/10/04
Britax Child Safety, Inc.	Marathon	78/138,470	6/25/02

Britax Child Safety, Inc.	Fear No Evil	78/229,497	3/25/03
Britax Child Safety, Inc.	Knap-Si	78/245,201	5/2/03
Britax Child Safety, Inc.	Travel with Care	78/138,482	6/25/02
Britax Child Safety, Inc.	Y2K	76/427,165	7/3/02
Britax Child Safety, Inc.	Klik	76/427,163	7/3/02
Britax Child Safety, Inc.	V-Tether	75/369,253	10/7/97
Britax Child Safety, Inc.	Traveler Plus	78/599,019	3/31/05
Britax Romer Kindersicherheit GmbH	Mini Swinger	74-119315	11/30/90
Britax Childcare Group Limited	Click & Go	78-383617	3/12/04

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
Britax Child Safety, Inc.		None.	
Britax Excelsior Limited		None.	
Britax Romer Kindersicherheit GmbH		None.	
Britax Childcare Group Limited		None.	

**SCHEDULE III
TO
US INTELLECTUAL PROPERTY SECURITY AGREEMENT**

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
Britax Child Safety, Inc.		None.	
Britax Excelsior Limited		None.	
Britax Romer Kindersicherheit GmbH		None.	
Britax Childcare Group Limited		None.	

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
Britax Child Safety, Inc.		None.	
Britax Excelsior Limited		None.	
Britax Romer Kindersicherheit GmbH		None.	
Britax Childcare Group Limited		None.	

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
Britax Child Safety, Inc.		None.	
Britax Excelsior Limited		None.	
Britax Romer Kindersicherheit GmbH		None.	
Britax Childcare Group Limited		None.	

SCHEDULE IV
to
US INTELLECTUAL PROPERTY SECURITY AGREEMENT

<u>Grantor</u>	<u>Filing Office</u>
Britax Child Safety, Inc.	South Carolina
Britax Excelsior Limited	District of Columbia
Britax Romer Kindersicherheit GmbH	District of Columbia
Britax Childcare Group Limited	District of Columbia

EXHIBIT A

**COUNTERPART TO US INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain US Intellectual Property Security Agreement dated as of October 20, 2005 (as from time to time amended, modified or supplemented, the "US Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between [Grantors], as Grantor and Barclays Bank PLC, as Security Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the US Intellectual Property Security Agreement, and (ii) that the undersigned will comply with and be subject to, (including all representations and warranties contained therein which shall be, and shall be deemed to be, repeated and made as of the date hereof) all the terms and conditions of the US Intellectual Property Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____

Name:

Title: