

04-25-2006

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



103186276

*M.R.D.*  
*4/24/06*

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):

Gerber Childrenswear, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) April 12, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Agent

Internal

Address: \_\_\_\_\_

Street Address: One South Wacker, Suite 3400

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other National Assoc. Citizenship USA

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)

B. Trademark Registration No.(s)  
see Schedule I attached

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: Holli Kubicki

Internal Address: \_\_\_\_\_

Street Address: c/o Latham & Watkins LLP  
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-993-2638

Fax Number: 312-993-9870

Email Address: holli.kubicki@lw.com

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 840.00

- 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:

Holli Kubicki  
Signature

4/21/2006  
Date

Holli Kubicki  
Name of Person Signing

ASSIGNMENTS

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Federal Registration Number</b>	<b>Registration Date</b>
ALL IN ONESIES	2,615,158	9/3/2002
B IS FOR BEAR	2,293,549	11/16/1999
BABY MUST HAVES	[s/n 78/367,604]	[filed 2/13/2004]
BALLOON FUN	2,693,620	3/4/2003
BEGINNINGS THE BEST PLACE TO START	[s/n 78/449,824]	[filed 7/13/2004]
BUNDLE OF LOVE	2,666,232	12/24/2002
CUDDLE COTTON	2,983,833	8/9/2005
EZ-COVER	2,713,418	5/6/2003
FIRST. RIGHT . . . FROM THE START	[s/n 78/556,162]	[filed 1/28/2005]
FUNSIE ONESIES	2,711,179	4/29/2003
MOTHER'S CHOICE	2,015,653	11/12/1996
NOD POD	2,807,342	1/20/2004
ONESIES	2,549,557	3/19/2002
PRINTSTUFF	2,669,547	12/31/2002
SHOULDN'T THEIR CLOTHES BE AS CUTE AS THEY ARE	[s/n 78/832,190]	[filed 3/8/2006]
SNUGGLE TOES	2,381,826	8/29/2000
STROLLERSAC	2,935,350	3/22/2005
SWEET EXPECTATIONS	2,423,158	1/23/2001
TENDER EXPRESSIONS	2,632,341	10/8/2002
TINY TOES	1,605,634	7/10/1990
ALWAYS BABY	2,521,713	12/25/2001
DREAMLAND	1,045,475	8/3/1976
FUNZIES	1,178,254	11/17/1981
HAVING A BALL	2,272,722	8/24/1999
LONG MATES (Stylized)	1,475,060	2/2/1988
NEW BEGINNINGS (Stylized)	1,369,152	11/5/1985
ONESIES	2,549,557	3/19/2002
ONESIES (Stylized)	1,292,981	9/4/1984
OOPSIES	2,396,115	10/17/2000
SWIMPERS	2,116,200	11/25/1997
SWIM-PERS (and Design)	2,053,612	4/15/1997
TINY TOES	1,679,885	3/17/1992
TWOSIES	1,372,729	11/26/1985

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2006, by GERBER CHILDRENSWEAR, INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent for Lenders ("Agent").

## WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 12, 2006 by and among Grantor, the other Persons named therein as Obligors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur LC Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, 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 (collectively, "Trademarks") and (ii) any rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark ("Trademark License") to which it is a party including those referred to on Schedule I hereto;

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

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

GERBER CHILDRENSWEAR, INC.

By: W. Lee Capps III  
Name: W. Lee Capps III  
Title: Senior Vice President Finance and  
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: \_\_\_\_\_  
Name: Debra A. Rathberger  
Title: Senior Vice President

[Signature Page to Gerber Childrenswear Trademark Security Agreement]

TRADEMARK  
REEL: 003295 FRAME: 0719

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

GERBER CHILDRENSWEAR, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: Debra A. Rathberger

Name: Debra A. Rathberger

Title: Senior Vice President

[Signature Page to Gerber Childrenswear Trademark Security Agreement]

TRADEMARK  
REEL: 003295 FRAME: 0720

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TINY TOES	1,679,885	3/17/1992
TWOSIES	1,372,729	11/26/1985

**TRADEMARK LICENSES**

1. Trademark License Agreement by and between Tyco Healthcare Group LP and Gerber Childrenswear, Inc. dated April 22, 2002. (Curity trademark)
2. Trademark License Agreement by and between Gerber Products Co. and Gerber Childrenswear, Inc. dated January 22, 1996 and Amendments thereto dated February 12, 2002, April 30, 2004. (Gerber and Baby Head)

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