TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hamco, Inc.		08/08/2006	CORPORATION: LOUISIANA

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	301 S. Tryon Street
Internal Address:	Two Wachovia Center, Ste. 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2836145	
Registration Number:	2013013	HAMCO
Registration Number:	2065403	HAMCO
Registration Number:	2891690	TEETHING BITES
Registration Number:	1815972	SPIT HAPPENS
Registration Number:	1787287	BABY TREASURES
Registration Number:	2989793	SPIT HAPPENS
Serial Number:	76611477	SPIT HAPPENS
Serial Number:	78537425	THE STICK 'EM ON, PEEL 'EM OFF BIB.
Serial Number:	78648054	TEETHER BITES
Serial Number:	78776182	SPIT STOP
Serial Number:	76594675	SPIT CREW
Serial Number:	78618301	MAKING MIRACLES

CH $340.00 2836145

CORRESPONDENCE DATA

Fax Number: (704)378-4890

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 704-378-4700

Email: jdeese@hunton.com

Correspondent Name: Jeremy Deese, Esq.

Address Line 1: 101 S. Tryon Street

Address Line 2: Bank of America Plaza, Suite 3500

Address Line 4: Charlotte, NORTH CAROLINA 28280

ATTORNEY DOCKET NUMBER:	57294.98
NAME OF SUBMITTER:	Ann Vandiver, Paralegal
Signature:	/s/ Ann Vandiver, Paralegal to Mr. Deese
Date:	08/11/2006

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of the 8th day of August, 2006, by and between HAMCO, INC., a Louisiana corporation, (the "Grantor"), and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Financing Agreement, dated as of July 11, 2006, among the Grantor, certain of the Grantor's affiliates and the Secured Party, as from time to time amended, modified, supplemented or restated (the "Financing Agreement").

WHEREAS, the Grantor has, pursuant to the Financing Agreement granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor, in, to and under the Collateral, including, without limitation, the Grantor's intellectual property, as collateral security for the payment and performance in full when due of the Obligations; and

WHEREAS, the Grantor and the Secured Party wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal trademarks identified in Schedule A, attached hereto, and incorporated herein by this reference (the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Secured Party a security interest in and lien on all of its right, title and interest in the Trademarks, as collateral security for the payment and performance in full when due of the Obligations. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

HAMCO, INC., Grantor

By: _____
Name: E. Randall Chestnut
Title: Vice President

Acknowledged and Agreed:

THE CIT GROUP/COMMERCIAL SERVICES, INC.,
Secured Party

By: _____
Name: William Johannesen
Title: SVP

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ACKNOWLEDGMENT OF GRANTOR

STATE OF Louisiana)
Parish) ss.
~~COUNTY~~ OF Ascension)

On this 8th day of August, 2006 before me personally appeared E Randall Chestnut, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HAMCO, INC., who being by me duly sworn did depose and say that (s)he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that (s)he acknowledged said instrument to be the free act and deed of said corporation.

Doretta Trichel

Notary Public Doretta Trichel
ID # 50325

{seal}

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SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Registration #	Registration Date
DOUBLE HEARTS (LOGO)	2,836,145	3/14/2003
HAMCO	2,013,013	7/1/1994
HAMCO	2,065,403	7/1/1994
TEETHING BITES	2,891,690	10/15/2002
SPIT HAPPENS	1,815,972	1/19/1993
BABY TREASURES	1,787,287	4/14/1992
SPIT HAPPENS (CO24)	2,989,793	10/26/2004
SPIT HAPPENS	76/611,477	9/9/2004
THE STICK 'EM ON, PEEL 'EM OFF	78/537,425	11/22/2004
TEETHER BITES	78/648,054	6/10/2005
SPIT STOP	78/776,182	12/19/2005
SPIT CREW	76/594,675	5/28/2004
MAKING MIRACLES	78/618,301	4/27/2005
PINKY	1,475,976	11/15/1984