TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Evenflo Company, Inc.		02/07/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Financial Institution:

PROPERTY NUMBERS Total: 108

Property Type	Number	Word Mark
Registration Number:	1899781	ADJUST-A-SHIELD
Registration Number:	2581209	ANGEL COMFORT
Registration Number:	2564593	APOLLO
Registration Number:	2738811	BABYGO
Registration Number:	2077858	BELT-TRAC
Registration Number:	2946924	BIG KID
Registration Number:	2725151	BUCKLERIGHT
Registration Number:	2730529	CHASE
Registration Number:	3119523	COMFORT ANGLE
Registration Number:	2560285	COMFORT DIMENSIONS
Registration Number:	2476216	COMFORT FIRST
Registration Number:	2681562	COMFORT FIT
Registration Number:	2448188	COMFORT MESH
Registration Number:	2824106	COMFORT SELECT

CH $2715.00 1899781

Registration Number:	2557004	COMFORT TOUCH
Registration Number:	2968902	COMFORT VENT
Registration Number:	2718613	COMFORTEASE
Registration Number:	2488838	CONQUEST
Registration Number:	2575486	CONSTANT CARE 4000
Registration Number:	2608860	CONTOURED COMFORT
Registration Number:	2647163	COOL KIDS
Registration Number:	2938682	CROSS ROADS
Registration Number:	2926734	CROSS TERRAIN
Registration Number:	0780470	
Registration Number:	1528057	
Registration Number:	2578977	DISCOVERY
Registration Number:	2553408	DISCOVERY ADJUST RIGHT
Registration Number:	2556364	DISCOVERY TRAVEL SYSTEM
Registration Number:	2480944	EARLY CARE
Registration Number:	2568407	EASY COMFORT ADVANTAGE
Registration Number:	2846549	ENVISION
Registration Number:	0680902	EVENFLO
Registration Number:	0684315	EVENFLO
Registration Number:	0684384	EVENFLO
Registration Number:	0690125	EVENFLO
Registration Number:	0706355	EVENFLO
Registration Number:	0716212	EVENFLO
Registration Number:	0756407	EVENFLO
Registration Number:	1188705	EVENFLO
Registration Number:	1193257	EVENFLO
Registration Number:	1233606	EVENFLO
Registration Number:	1446278	EVENFLO
Registration Number:	2277870	EVENFLO
Registration Number:	2066490	EVENFLO
Registration Number:	2086968	EVENFLO
Registration Number:	2566089	EVENFLO ELITE
Registration Number:	2719992	EVENFLO EXPRESSIONS
Registration Number:	2973292	EXERCISES BODY & MIND
Registration Number:	1902207	EXERSAUCER

Registration Number:	2551144	EXPRESS
Registration Number:	2446837	FREEDOM TRAVEL SYSTEM
Registration Number:	3050588	GENERATIONS
Registration Number:	1456216	GERRY
Registration Number:	1185675	GERRY
Registration Number:	0813351	GERRY
Registration Number:	2067306	GERRY
Registration Number:	3188336	GLOW 'N' MOTION
Registration Number:	2586545	HEIGHTRIGHT
Registration Number:	0549808	JOHNNY JUMP UP
Registration Number:	2923476	JOHNNY JUMP UP
Registration Number:	2925467	JOHNNY JUMP UP
Registration Number:	3135091	MADISON
Registration Number:	2554048	MEGASAUCER
Registration Number:	2647172	NATURAL COMFORT
Registration Number:	1124450	NATURAL MOTHER
Registration Number:	1889249	ON MY WAY
Registration Number:	2629792	ON MY WAY
Registration Number:	2457932	ON MY WAY POSITION RIGHT
Registration Number:	2432299	ON MY WAY POSITION RIGHT V
Registration Number:	2436782	PARENT LINK
Registration Number:	2549389	PARENT PAGER
Registration Number:	2441413	PRESS & PUMP
Registration Number:	2560378	RECLINERIGHT
Registration Number:	2181200	RIGHTFIT
Registration Number:	1330126	SAFE PASSAGE
Registration Number:	2316126	SEAT WITHIN A SEAT
Registration Number:	2445196	SEATGUARD
Registration Number:	2450060	SECURE ADVANTAGE
Registration Number:	2450059	SECURE CHOICE
Registration Number:	2464272	SECURE COMFORT
Registration Number:	2657136	SECURERIGHT
Registration Number:	2574551	SIGHTSEER
Registration Number:	2560260	SIMPLE TOUCH
Registration Number:	3119522	SIPRITE

Registration Number:	1463743	SNUGLI
Registration Number:	1609081	SNUGLI
Registration Number:	1463562	SNUGLI
Registration Number:	1062765	SNUGLI
Registration Number:	2456488	STABILIZATION TETHER
Registration Number:	2574450	STEPS TO GROW
Registration Number:	2660334	SURE LOCK
Registration Number:	2537354	SWADDLESAFE
Registration Number:	2560379	TENSIONRIGHT
Registration Number:	2919067	THE DAZZLER
Registration Number:	2644233	TITAN
Registration Number:	2432114	TOWN AND COUNTRY
Registration Number:	3030549	TRADITIONS
Registration Number:	2441807	TRAIL BLAZER
Registration Number:	2566195	TRIUMPH
Registration Number:	2557306	TROOPER
Registration Number:	1560760	ULTARA I
Registration Number:	1560759	ULTARA II
Registration Number:	2485269	ULTRASAUCER
Registration Number:	2657058	VICTORY
Registration Number:	2909217	VISION
Registration Number:	2738814	VISUALLOCK
Registration Number:	2576613	WALK-AROUND
Registration Number:	2960430	WHISPERCONNECT

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/

Date:	02/21/2007

Total Attachments: 21
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Schedule 1
to Second Lien Trademark
Security Agreement

[NAME OF LIEN GRANTOR]

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Trademark:	Trademark Status	Registration #:	Registration Date:	Classes:
Canada	ABOUT FACE	Registered	TMA531925	29-Aug-2000	18
Canada	ADJUST-A-SHIELD	Registered	TMA464753	25-Oct-1996	12 20
United States	ADJUST-A-SHIELD	Registered	1899781	13-Jun-1995	12
Canada	AEROSAUCER	Registered	TMA531981	30-Aug-2000	20 28
Canada	AEROSAUCER & DESIGN	Registered	TMA531982	30-Aug-2000	28
Canada	ANGEL COMFORT	Registered	TMA572512	18-Dec-2002	11
United States	ANGEL COMFORT	Registered	2581209	18-Jun-2002	21
United States	APOLLO	Registered	2564593	23-Apr-2002	12
Canada	BABYGO	Registered	TMA 605,934	22-Mar-2004	20
United States	BABYGO	Registered	2738811	15-Jul-2003	20
United States	BABY SUITE	Pending (intent to use)			20
Canada	BELT-TRAC	Registered	TMA486076	21-Nov-1997	12
United States	BELT-TRAC	Registered	2077858	08-Jul-1997	12
United States	BIG KID	Registered, Supplemental	2946924	03-May-2005	12
Canada	BOUNCE 'N PLAY	Registered	TMA518526	22-Oct-1999	12
United States	BUCKLERIGHT	Registered	2725151	10-Jun-2003	12
Canada	CAR RIDE BOUNCER	Registered	TMA539961	22-Jan-2001	20
Canada	CHASE	Registered	TMA606056	23-Mar-2004	12
United States	CHASE	Registered	2730529	24-Jun-2003	12
United States	COMFORT ANGLE	Registered	3,119,523	25-Jul-2006	21
Canada	COMFORT DIMENSIONS	Registered	TMA574942	31-Jan-2003	12
United States	COMFORT DIMENSIONS	Registered	2560285	09-Apr-2002	12
Canada	COMFORT FIRST	Registered	TMA539960	22-Jan-2001	11
United States	COMFORT FIRST	Registered	2476216	07-Aug-2001	21
United States	COMFORT FIT	Registered	2681562	28-Jan-2003	24
Canada	COMFORT MESH	Registered	TMA532024	31-Aug-2000	10
Germany	COMFORT MESH	Registered	39862364	16-Mar-1999	10

TRADEMARK
REEL: 003485 FRAME: 0281

France	COMFORT MESH	Registered	98757070	09-Apr-1999	10
Great Britain	COMFORT MESH	Registered	2180777	23-Apr-1999	10
Japan	COMFORT MESH	Registered	4354939	28-Jan-2000	10
United States	COMFORT MESH	Registered	2448188	01-May-2001	10
Canada	COMFORT SELECT	Allowed			10
United States	COMFORT SELECT	Registered	2824106	16-Mar-2004	10
Canada	COMFORT SUPREME	Registered	TMA539680	15-Jan-2001	21
Canada	COMFORT TOUCH	Registered	TMA582638	28-May-2003	24
United States	COMFORT TOUCH	Registered	2557004	02-Apr-2002	12
United States	COMFORT VENT	Registered, supplemental	2968902	12-Jul-2005	18
Canada	COMFORTEASE	Registered	TMA605837	19-Mar-2004	10
United States	COMFORTEASE	Registered	2718613	27-May-2003	10
United States	COMMAND MODULE	Pending			12
United States	CONQUEST	Registered	2488838	11-Sep-2001	12
Canada	CONSTANT CARE 4000	Registered	TMA582653	28-May-2003	9
United States	CONSTANT CARE 4000	Registered	2575486	04-Jun-2002	9
Canada	CONTOURED COMFORT	Registered	TMA575451	12-Feb-2003	20
United States	CONTOURED COMFORT	Registered	2608860	20-Aug-2002	12
United States	COOL KIDS	Registered	2647163	05-Nov-2002	21
Canada	COUNTRY	Registered	TMA532242	06-Sep-2000	18
Canada	CROSS COUNTRY	Registered	TMA674343	05-Oct-2006	18
United States	CROSS ROADS	Registered	2938682	05-Apr-2005	18
United States	CROSS TERRAIN	Registered	2926734	15-Feb-2005	18
United States	DESIGN OF BABY BOTTLE	Registered	780470	17-Nov-1964	22
United States	DESIGN OF BOTTLE	Registered	1528057	07-Mar-1989	10
Colombia	DESIGN OF BOTTLE WITH THE NIPPLE	Registered	112761	26-Feb-1986	10
Canada	DESIGN OF FAMILY STANDING ON A BED	Registered	TMA458294	31-May-1996	20
Mexico	DESIGN (ONLY)	Registered	679257	29-Nov-2000	10
Mexico	DESIGN (ONLY)	Registered	694936	20-April-2001	10
United States	DISCOVERY	Registered	2578977	11-Jun-2002	12
United States	DISCOVERY ADJUST RIGHT	Registered	2553408	26-Mar-2002	12
United States	DISCOVERY TRAVEL SYSTEM	Registered	2556364	02-Apr-2002	12
Canada	DOUBLE COMFORT	Registered	TMA539682	15-Jan-2001	12 20
Canada	DOUBLE TAKE	Registered	TMA518133	19-Oct-1999	18

Canada	EARLY CARE	Registered	TMA566813	03-Sep-2002	18
United States	EARLY CARE	Registered	2480944	21-Aug-2001	18
United States	EASY COMFORT ADVANTAGE	Registered	2568407	07-May-2002	12
United States	ELAN	Published (intent to use)			5 10
Canada	ENVISION	Registered	TMA618716	03-Sep-2004	20
United States	ENVISION	Registered	2846549	25-May-2004	20
Canada	ESCORT	Registered	TMA422575	28-Jan-1994	18
Argentina	EVENFLO	Registered	1592352	21-Feb-1996	12
Argentina	EVENFLO	Registered	1555230	31-Mar-1995	20
Australia	EVENFLO	Registered	117453	22-Feb-1954	10
Australia	EVENFLO	Registered	117452	22-Feb-1954	11
Australia	EVENFLO	Registered	295923	13-Apr-1976	10
Australia	EVENFLO	Registered	317491	13-Apr-1976	11
Australia	EVENFLO	Registered	528213	06-Feb-1990	18
Australia	EVENFLO	Registered	528215	06-Feb-1990	20
Australia	EVENFLO	Registered	528214	06-Feb-1990	12
Bolivia	EVENFLO	Registered	00742	09-Sep-1988	10
Brazil	EVENFLO	Registered	818307188	29-Apr-1997	
Brazil	EVENFLO	Registered	818307196	29-Apr-1997	20
Brazil	EVENFLO	Published			10
Benelux	EVENFLO	Registered	39402	25-May-1971	3 8 9 10 11 16 17 18 20 21 24
Benelux	EVENFLO	Registered	447212	17-Jun-1988	10 25 26
Canada	EVENFLO	Registered	UCA045406	30-Dec-1952	10 16
Canada	EVENFLO	Registered	TMA120311	02-Dec-1960	11
Canada	EVENFLO	Registered	TMA363284	10-Nov-1989	6 10 12 16 20 24 28
Chile	EVENFLO	Registered	537999	05-Apr-1999	10
Chile	EVENFLO	Registered	408883	06-Jul-1993	12 20
China	EVENFLO	Registered	144076	30-Jan-1981	10
Colombia	EVENFLO	Registered	38246	28-Nov-1956	21
Colombia	EVENFLO	Registered	38247	28-Nov-1956	17
Colombia	EVENFLO	Registered	39607	24-May-1957	10
Colombia	EVENFLO	Registered	24239	09-Aug-1943	10
Costa Rica	EVENFLO	Registered	69974	11-May-1989	3
Germany	EVENFLO	Registered	658820	15-Jun-1954	10
Dominican Republic	EVENFLO	Registered	6606	11-Oct-1968	
Ecuador	EVENFLO	Registered	1991-88	10-Jul-1988	
Ecuador	EVENFLO	Registered	1578-95	14-Sep-1979	
Spain	EVENFLO	Registered	288106M	17-Apr-1956	5 9 10 20
Finland	EVENFLO	Registered	33871	16-May-1959	10

Great Britain	EVENFLO	Registered	1474053	07-Apr-1995	10
Great Britain	EVENLO	Registered	741374	15-Apr-1955	10
Great Britain	EVENFLO	Registered	B1326274	07-Nov-1987	5
Great Britain	EVENFLO	Registered	1419107	14-Feb-1990	18
Great Britain	EVENFLO	Registered	1419106	14-Feb-1990	12
Great Britain	EVENFLO	Registered	1419108	14-Feb-1990	20
Great Britain	EVENFLO	Registered	1419109	14-Feb-1990	28
Greece	EVENFLO	Registered	19840	27-Nov-1964	10
Guatemala	EVENFLO	Registered	9420	29-Nov-1955	10
Guatemala	EVENFLO	Registered	57262	09-Feb-1989	10
Guatemala	EVENFLO	Registered	6756	18-Jun-1958	10
Guatemala	EVENFLO	Registered	57264	09-Feb-1989	12
Guatemala	EVENFLO	Registered	38674	29-Feb-1980	3
Guatemala	EVENFLO	Registered	53028	27-Jul-1987	25
Guatemala	EVENFLO	Registered	53220	17-Aug-1987	28
Guatemala	EVENFLO	Registered	57263	09-Jan-1989	26
Guatemala	EVENFLO	Registered	57608	18-May-1989	21
Hong Kong	EVENFLO	Registered	704/1998	21-Jan-1998	12
Hong Kong	EVENFLO	Registered	705/1998	21-Jan-1998	18
Hong Kong	EVENFLO	Registered	423/1955	31-May-1955	50
Hong Kong	EVENFLO	Registered	1246/67	26-Oct-1967	10
Honduras	EVENFLO	Registered	26576	04-Oct-1979	3
Honduras	EVENFLO	Registered	5348	28-Dec-1948	10
Haiti	EVENFLO	Registered	154REG131	12-Dec-2001	10
India	EVENFLO	Registered	928784	31-May-2000	10
Ireland	EVENFLO	Registered	138977	24-Mar-1993	18
Ireland	EVENFLO	Registered	138976	24-Mar-1993	12
Ireland	EVENFLO	Registered	138978	24-Mar-1993	20
Israel	EVENFLO	Registered	13363	12-Jan-1961	10
Israel	EVENFLO	Registered	71451	10-Mar-1993	10
Israel	EVENFLO	Registered	76880	09-Jul-1990	12
Israel	EVENFLO	Registered	76882	10-Mar-1994	20
Israel	EVENFLO	Registered	76881	07-Nov-1993	18
Iran	EVENFLO	Registered	47242	16-Aug-1977	5
Japan	EVENFLO	Registered	2431025	30-Jun-1992	12
Japan	EVENFLO	Registered	2459072	30-Sep-1992	20
Japan	EVENFLO (Katakana)	Registered	2696677	30-Sep-1994	10
Japan	EVENFLO	Registered	2675984	29-Jun-1994	10
Korea	EVENFLO (stylized)	Registered	4000638580000	08-Aug-1979	10
Korea	EVENFLO (stylized)	Registered	4000647610000	26-Sep-1979	16 25
Korea	EVENFLO (stylized)	Registered	4001838650000	24-Nov-1989	6 9 10 14 16 17 21 24

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Korea	EVENFLO (stylized)	Registered	4001701240000	18-May-1989	12
Korea	EVENFLO (stylized)	Registered	4001805000000	04-Oct-1989	20 28
Korea	EVENFLO (stylized)	Registered	4001757870000	28-Jul-1989	12 20
Lebanon	EVENFLO	Registered	5421	04-Apr-1955	3 8 10 11
Morocoo	EVENFLO	Registered	26481	16-Feb-1956	10
Mexico	EVENFLO	Registered	60393	18-May-1950	1 13 31
Mexico	EVENFLO	Registered	204549	21-Jul-1977	28
Mexico	EVENFLO	Registered	193701	30-Jan-1976	28
Mexico	EVENFLO	Registered	263421	24-Jul-1981	20
Malaysia	EVENFLO	Opposed			10
Malaysia	EVENFLO	Registered	9608535	29-Apr-2002	10
Malaysia	EVENFLO	Registered	94/06326	29-Apr-1996	12
Nicaragua	EVENFLO	Registered	45298	24-Nov-2000	10
Norway	EVENFLO	Registered	46777	20-Oct-1955	3 10 11 21
New Zealand	EVENFLO	Registered	54405	23-Feb-1961	10
New Zealand	EVENFLO	Registered	B53425	11-Jun-1960	10
New Zealand	EVENFLO	Registered	199598	08-Feb-1990	18
New Zealand	EVENFLO	Registered	199597	08-Feb-1990	12
New Zealand	EVENFLO	Registered	199599	08-Feb-1990	20
Panama	EVENFLO	Registered	2496	31-Dec-1948	10
Philippines	EVENFLO	Registered	55005	04-May-1993	10
Philippines	EVENFLO	Registered	5789	23-Mar-1957	
Pakistan	EVENFLO	Registered	75099	26-Apr-1983	10
Paraguay	EVENFLO	Registered	172862	14-Nov-1994	12
Paraguay	EVENFLO	Registered	172863	14-Nov-1994	20
Singapore	EVENFLO	Registered	4588/94	06-Jun-1994	28
Singapore	EVENFLO	Registered	T57/22267H	23-Jul-1957	10
Singapore	EVENFLO	Registered	T92/08720Z	16-Nov-1992	12
Singapore	EVENFLO	Registered	T92/08721H	16-Nov-1992	20
Singapore	EVENFLO	Registered	6031/94	13-Jul-1994	18
El Salvador	EVENFLO	Registered	98 BOOK 96	06-Dec-1982	3
El Salvador	EVENFLO	Registered	188 BOOK 139	28-Sep-2001	10
Transkei	EVENFLO	Registered	88/0619	24-Jan-1991	10
Transkei	EVENFLO	Registered	48/1197	19-Apr-1948	10
Thailand	EVENFLO	Registered	KOR10983	10-Mar-1954	50
Thailand	EVENFLO	Registered	KOR11619	17-Jun-1994	12
Thailand	EVENFLO	Registered	KOR12833	22-Dec-1992	20
Thailand	EVENFLO	Registered	KOR8878	25-Jan-1954	10
Trinidad and Tobago	EVENFLO	Registered	91/1954	30-Apr-1954	10

Taiwan	EVENFLO	Registered	386355	16-Dec-1987	21 8
Taiwan	EVENFLO	Registered	390070	01-Feb-1988	37
Taiwan	EVENFLO	Registered	448437	16-Jul-1989	65
Taiwan	EVENFLO	Registered	458490	16-Oct-1989	82
Taiwan	EVENFLO	Registered	476644	16-Feb-1990	36
Taiwan	EVENFLO	Registered	709076	01-Mar-1996	21
Taiwan	EVENFLO	Registered	30734	30-Nov-1965	10
United States	EVENFLO	Registered	0322650	12-Mar-1935	10
Uruguay	EVENFLO	Registered	324775	29-Nov-1948	10
Venda	EVENFLO	Registered	1197/48	19-Apr-1948	10
Venezuela	EVENFLO	Pending			33
Venezuela	EVENFLO	Registered	176281	05-Jun-1995	12
Venezuela	EVENFLO	Registered	29142	25-Jan-1970	10
Venezuela	EVENFLO	Registered	111720-F	09-Nov-1984	5
Vietnam	EVENFLO	Registered	29009	16-Dec-1998	10 12 18 20
South Africa	EVENFLO	Registered	1821/54	14-Jun-1968	10
South Africa	EVENFLO	Registered	1197/48	19-Apr-1962	10
South Africa	EVENFLO	Registered	92/9471	04-Nov-1992	12
South Africa	EVENFLO	Registered	92/9472	04-Nov-1992	20
South Africa	EVENFLO	Registered	90/6195	17-May-1993	10
Zimbabwe	EVENFLO	Registered	399/59	24-Feb-1959	10
United States	EVENFLO	Registered	0680902	23-Jun-1959	10
United States	EVENFLO	Registered	0684315	01-Sep-1959	21
United States	EVENFLO	Registered	0684384	01-Sep-1959	8
United States	EVENFLO	Registered	0690125	22-Dec-1959	11
United States	EVENFLO	Registered	0706355	25-Oct-1960	11
United States	EVENFLO	Registered	0716212	30-May-1961	10
United States	EVENFLO	Registered	0756407	10-Sep-1963	21
United States	EVENFLO	Registered	1188705	02-Feb-1982	25
United States	EVENFLO	Registered	1193257	06-Apr-1982	28
United States	EVENFLO	Registered	1233606	05-Apr-1983	21
United States	EVENFLO	Registered	1446278	07-Jul-1987	012
India	EVENFLO	Pending			10
Australia	EVENFLO & BOTTLE DESIGN	Registered	105896	12-Apr-1965	10
Hong Kong	EVENFLO (CHINESE CHARACTERS)	Registered	5621/1998	08-Jun-1998	28
Hong Kong	EVENFLO (CHINESE CHARACTERS)	Registered	6071/1998	18-Jun-1998	20
Taiwan	EVENFLO (CHINESE CHARACTERS)	Registered	761548	15-May-1997	18

Taiwan	EVENFLO (CHINESE CHARACTERS)	Registered	761267	15-May-1997	10
Taiwan	EVENFLO (CHINESE)	Registered	768163	16-Jul-1997	12
United States	EVENFLO (LOWER CASE)	Registered	2277870	14-Sep-1999	10
China	EVENFLO (STYLIZED)	Registered	960885	14-Mar-1997	20
China	EVENFLO (STYLIZED)	Registered	1003882	14-May-1997	18
China	EVENFLO (STYLIZED)	Registered	966944	21-Mar-1997	12
China	EVENFLO (STYLIZED)	Registered	960884	14-Mar-1997	20
China	EVENFLO (STYLIZED)	Registered	974046	07-Apr-1997	28
China	EVENFLO (STYLIZED)	Registered	1003883	14-May-1997	18
China	EVENFLO (STYLIZED)	Registered	965040	21-Mar-1997	28
Mexico	EVENFLO (STYLIZED)	Registered	472424	06-Sep-1994	18
United States	EVENFLO (STYLIZED)	Registered	2066490	03-Jun-1997	20
United States	EVENFLO (STYLIZED)	Registered	2086968	12-Aug-1997	12
United States	EVENFLO ELITE	Registered	2566089	30-Apr-2002	10
United States	EVENFLO EXPRESSIONS	Registered	2719992	27-May-2003	12
United States	EVEREST	Allowed			12
United States	EXERCISES BODY & MIND	Registered	2973292	19-Jul-2005	28
Australia	EXERSAUCER	Registered	674690	12-Jun-1998	28
Canada	EXERSAUCER	Registered	TMA466419	27-Nov-1996	28
United States	EXERSAUCER	Registered	1902207	27-Jun-1995	28
Canada	EXERSAUCER PLUS	Registered	TMA511417	03-May-1999	20
United States	EXPRESS	Registered	2551144	19-Mar-2002	12
Canada	FIRST CHOICE	Registered	TMA510649	12-Apr-1999	12
Canada	FREEDOM TRAVEL SYSTEM	Registered	TMA532022	31-Aug-2000	12
United States	FREEDOM TRAVEL SYSTEM	Registered	2446837	24-Apr-2001	12
Canada	FRESH AIR GEAR	Registered	TMA531943	30-Aug-2000	12 18 28
United States	GENERATIONS	Registered	3050588	24-Jan-2006	12
Australia	GERRY	Registered	500258	19-Aug-1991	18
Australia	GERRY	Registered	547965	23-Nov-1992	19
Australia	GERRY	Registered	500259	25-Oct-1991	20

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Australia	GERRY	Registered	547966	23-Nov-1992	21
Australia	GERRY	Registered	547964	23-Nov-1992	6
Australia	GERRY	Registered	500257	19-Aug-1991	9
Benelux	GERRY	Registered	91936	24-Dec-1971	12 18
Canada	GERRY	Registered	TMA156376	11-Apr-1968	12
Canada	GERRY	Registered	TMA443020	19-May-1995	9 20 21 11 25 18
Germany	GERRY	Registered	845974	07-Jun-1968	18
France	GERRY	Registered	1427540	21-May-1987	12 18
Hong Kong	GERRY	Registered	07260F1991	22-May-1989	9
New Zealand	GERRY	Registered	206170	12-Nov-1990	12
New Zealand	GERRY	Registered	206167	12-Nov-1990	18
New Zealand	GERRY	Registered	206168	12-Nov-1990	20
New Zealand	GERRY	Registered	206171	12-Nov-1990	21
New Zealand	GERRY	Registered	206169	12-Nov-1990	11
New Zealand	GERRY	Registered	206166	12-Nov-1990	9
United States	GERRY	Registered	1456216	08-Sep-1987	9 18 20 21 28
United States	GERRY	Registered	1185675	12-Jan-1982	12
United States	GERRY	Registered	0813351	23-Aug-1966	12
United States	GERRY & DESIGN	Registered	2067306	03-Jun-1997	18
United States	GLOW 'N" MOTION	Registered	3188336	19-Dec-2006	21
Canada	HAPPY CABANA DELUXE	Registered	TMA482640	18-Sep-1997	20
Canada	HAPPY CABANA WITH BASSINET	Registered	TMA518502	22-Oct-1999	19
United States	HEIGHTRIGHT	Registered	2586545	25-Jun-2002	12
Canada	HORIZON V	Registered	TMA531985	30-Aug-2000	12
Canada	INFANT TO TODDLER COMFORT	Registered	TMA532241	06-Sep-2000	21
United States	JOHNNY JUMP UP	Registered	0549808	23-Oct-1951	28
Canada	JOHNNY JUMP-UP	Registered	TMA356055	19-May-1989	28
United States	JOHNNY JUMP UP	Registered	2923476	01-Feb-2005	28
United States	JOHNNY JUMP UP	Registered	2925467	08-Feb-2005	28
United States	MADISON	Registered	3135091	29-Aug-2006	20
Canada	MEDALLION	Registered	TMA510840	14-Apr-1999	20
Canada	MEDALLION & Design	Registered	TMA502421	19-Oct-1998	12
Canada	MEDALLION II	Registered	TMA530809	08-Aug-2000	12
Canada	MEDALLION V	Registered	TMA532071	31-Aug-2000	12
Canada	MEGASAUCER	Registered	TMA638,073	21-Apr-2005	28
United States	MEGASAUCER	Registered	2554048	26-Mar-2002	28
Canada	NATURAL COMFORT	Registered	TMA605838	19-Mar-2004	10

United States	NATURAL COMFORT	Registered	2647172	05-Nov-2002	10
United States	NATURAL MOTHER	Registered	1124450	28-Aug-1979	10
Canada	NEWBORN COMFORT SLING	Registered	TMA539963	22-Jan-2001	11
United States	ON MY WAY	Registered	1889249	11-Apr-1995	12
Canada	ON MY WAY	Registered	TMA466417	27-Nov-1996	12 20
United States	ON MY WAY	Registered	2629792	08-Oct-2002	12
Canada	ON MY WAY POSITION RIGHT	Registered	TMA532240	06-Sep-2000	12
United States	ON MY WAY POSITION RIGHT	Registered	2457932	05-Jun-2001	12
United States	ON MY WAY POSITION RIGHT V	Registered	2432299	27-Feb-2001	12
Canada	ON MY WAY TRAVEL SYSTEM	Registered	TMA502494	20-Oct-1998	12
United States	PARENT LINK	Registered	2436782	20-Mar-2001	42
Canada	PARENT PAGER	Registered	TMA603741	02-Mar-2004	9
United States	PARENT PAGER	Registered	2549389	19-Mar-2002	9
Canada	PLAYCRIB	Registered	TMA531915	29-Aug-2000	28 19
Canada	PRESS & PUMP	Registered	TMA532026	31-Aug-2000	10
United States	PRESS & PUMP	Registered	2441413	03-Apr-2001	10
United States	RECLINERIGHT	Registered	2560378	09-Apr-2002	12
Lebanon	REP OF A NURSING BOTTLE	Registered	35051	11-Jan-1978	
Ecuador	REP OF BOTTLE	Registered	414	23-Aug-1961	
Canada	RIGHTFIT	Registered	TMA530810	08-Aug-2000	12
United States	RIGHTFIT	Registered	2181200	11-Aug-1998	12
Canada	ROLL & GO	Registered	TMA531946	30-Aug-2000	28
United States	SAFE PASSAGE	Registered	1330126	09-Apr-1985	41
Canada	SEAT WITHIN A SEAT	Registered	TMA486486	08-Dec-1997	20
United States	SEAT WITHIN A SEAT	Registered	2316126	08-Feb-2000	20
United States	SEATGUARD	Registered	2445196	17-Apr-2001	12
United States	SECURE ADVANTAGE	Registered	2450060	08-May-2001	12
United States	SECURE CHOICE	Registered	2450059	08-May-2001	12
Canada	SECURE COMFORT	Registered	TMA532245	06-Sep-2000	12
United States	SECURE COMFORT	Registered	2464272	26-Jun-2001	12
Canada	SECURE RIDE	Registered	TMA539681	15-Jan-2001	12
United States	SECURERIGHT	Registered	2657136	03-Dec-2002	12
Canada	SIGHTSEER	Registered	TMA625009	09-Nov-2004	12 20
United States	SIGHTSEER	Registered	2574551	28-May-2002	12
Canada	SIMPLE TOUCH	Registered	TMA572520	18-Dec-2002	9
United States	SIMPLE TOUCH	Registered	2560260	09-Apr-2002	9

United States	SIPRITE	Registered	3119522	25-Jul-2006	21
European Community	SNUGLI	Registered	172288	09-Dec-1998	11 12 18 20
United States	SNUGLI	Registered	1463743	03-Nov-1987	28
Austria	SNUGLI	Registered	85034	21-Mar-1977	18 24
Australia	SNUGLI	Registered	344836	30-Jun-1983	18
Benelux	SNUGLI	Registered	343154	07-Jul-1977	18 24
Canada	SNUGLI	Registered	TMA360877	27-Oct-1989	11
Canada	SNUGLI	Registered	TMA215929	10-Sep-1976	12 18
China	SNUGLI	Registered	166809	15-Dec-1982	
Costa Rica	SNUGLI	Registered	60848	25-May-1982	18
Germany	SNUGLI	Registered	967370	06-Feb-1978	18 24
Denmark	SNUGLI	Registered	1977 1565 VR	22-Apr-1977	18 24
Spain	SNUGLI	Registered	838440M	20-Sep-1978	18
Finland	SNUGLI	Registered	108399	06-Aug-1990	18
France	SNUGLI	Registered	1386617	27-Nov-1986	18 24
Great Britain	SNUGLI	Registered	1437285	12-Jun-1992	18
Great Britain	SNUGLI	Registered	1437286	19-Jun-1992	20
Great Britain	SNUGLI	Registered	1437284	12-Jun-1992	11
Great Britain	SNUGLI	Registered	1071127	21-Mar-1979	18
Great Britain	SNUGLI	Registered	1505402	20-Feb-1998	12
Israel	SNUGLI	Registered	43272	11-Jul-1979	18
Israel	SNUGLI	Registered	43273	13-Jul-1979	24
Japan	SNUGLI	Registered	1764660	23-Apr-1985	18
New Zealand	SNUGLI	Registered	99750	27-Oct-1977	18 24
New Zealand	SNUGLI	Registered	221984	07-Oct-1992	9
New Zealand	SNUGLI	Registered	B221985	07-Oct-1992	12
New Zealand	SNUGLI	Registered	B221986	07-Oct-1992	18
New Zealand	SNUGLI	Registered	221987	07-Oct-1992	20
New Zealand	SNUGLI	Registered	221988	07-Oct-1992	21
Sweden	SNUGLI	Registered	158945	07-Apr-1977	18 24
Singapore	SNUGLI	Registered	B1308/80SI	31-Mar-1980	18
United States	SNUGLI	Registered	1609081	07-Aug-1990	18 20
Venezuela	SNUGLI	Registered	105047	17-Nov-1983	50
United States	SNUGLI	Registered	1463562	03-Nov-1987	20
United States	SNUGLI (STYLIZED)	Registered	1062765	05-Apr-1977	18
United States	SNUGLI & DESIGN	Registered	1609081	07-Aug-1990	18 20
Germany	SNUGLI (STYLIZED)	Registered	1035492	13-Jul-1982	18
France	SNUGLI	Registered	1722672	27-Dec-1991	18 25
Mexico	SNUGLI	Registered	295367	07-Sep-1983	28
Canada	SPORTCARRIER GIFT SET	Registered	TMA502496	20-Oct-1998	12 24
Canada	STABILIZATION TETHER	Registered	TMA532055	31-Aug-2000	20

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United States	STABILIZATION TETHER	Registered, Supplemental	2456488	29-May-2001	12
Canada	STAINBLOCKER	Registered	TMA569022	17-Oct-2002	20
Canada	STEPS TO GROW	Registered	TMA581350	12-May-2003	20
United States	STEPS TO GROW	Registered	2574450	28-May-2002	20
Canada	SUPERSAUCER	Registered	TMA505324	09-Dec-1998	28
Canada	SURE LOCK	Registered	TMA574941	31-Jan-2003	19
United States	SURE LOCK	Registered	2660334	10-Dec-2002	19
United States	SURESIP	Published			21
Canada	SWADDLESAFE	Registered	TMA574935	31-Jan-2003	18
United States	SWADDLESAFE	Registered	2537354	05-Feb-2002	18
United States	TENSIONRIGHT	Registered	2560379	09-Apr-2002	12
United States	THE DAZZLER	Registered	2919067	18-Jan-2005	21
Canada	THE FAVORITE ALTER-NATIVE TO WALKERS	Registered	TMA531914	29-Aug-2000	20 28
Canada	THE WALKER ALTERNATIVE	Registered	TMA470912	12-Feb-1997	20 28
Canada	TITAN	Registered	TMA607761	15-Apr-2004	12
United States	TITAN	Registered	2644233	29-Oct-2002	12
United States	TOWN AND COUNTRY	Registered	2432114	27-Feb-2001	12
United States	TRADITIONS	Registered	3030549	13-Dec-2005	12
Canada	TRAIL BLAZER	Registered	TMA548743	26-Jul-2001	20
United States	TRAIL BLAZER	Registered	2441807	10-Apr-2001	18
Canada	TRAIL TECH	Registered	TMA518527	22-Oct-1999	20
Canada	TRENDSETTER	Registered	TMA532072	31-Aug-2000	12
Canada	TRI-BUCKLE	Registered	TMA494709	15-May-1998	20
United States	TRIUMPH	Registered	2566195	30-Apr-2002	12
Canada	TROOPER	Registered	TMA496903	02-Jul-1998	12
Canada	TROOPER	Registered	TMA572083	11-Dec-2002	18
United States	TROOPER	Registered	2557306	02-Apr-2002	18
United States	ULTARA I	Registered	1560760	17-Oct-1989	12
Canada	ULTARA 1 DELUXE	Registered	TMA488752	30-Jan-1998	12 20
United States	ULTARA II	Registered	1560759	17-Oct-1989	12
Canada	ULTRASAUCER	Registered	TMA660385	07-Mar-2006	28
United States	ULTRASAUCER	Registered	2485269	04-Sep-2001	28
United States	VICTORY	Registered	2657058	03-Dec-2002	12
United States	VISION	Registered	2909217	07-Dec-2004	12
United States	VISUALLOCK	Registered	2738814	15-Jul-2003	12
Canada	WALK-AROUND	Registered	TMA567750	19-Sep-2002	28
United States	WALK-AROUND	Registered	2576613	04-Jun-2002	28
United States	WHISPERCONNECT	Registered	2960430	07-Jun-2005	9

EXECUTION COPY

SECOND LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations and Trademark Applications)

WHEREAS, WP Evenflo Acquisition, Inc. (predecessor-in-interest to WP Evenflo Holdings, Inc.) (the "**Borrower**"), together with WP Evenflo Group Holdings, Inc., Evenflo Company, Inc., Lisco Feeding, Inc. and Lisco Furniture, Inc. (the "**Guarantors**") (herein referred to collectively as the "**Lien Grantors**") own the Trademark Collateral (as defined below);

WHEREAS, the Borrower, WP Evenflo Group Holdings, Inc., the Lenders party thereto, and Credit Suisse, as Administrative Agent and Collateral Agent, are parties to a Second Lien Credit Agreement dated as of February 7, 2007 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Second Lien Guarantee and Collateral Agreement dated as of February 7, 2007 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and Credit Suisse, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Copyright Security Agreement), the Borrower has secured certain of its obligations (the "**Secured Obligations**") and each Guarantor has guaranteed the Secured Obligations and secured such guarantee (each, a "**Secured Guarantee**"), by granting to the Grantee for the benefit of such Secured Parties a continuing second priority security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower grants to the Grantee, to secure the Secured Obligations, and each Guarantor grants to the Grantee, to secure its Secured Guarantee, a continuing second priority security interest in all of their right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

Reference is made to the Intercreditor Agreement dated as of February 7, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among the Borrower, WP Evenflo Holdings, Inc., Credit Suisse, as First Lien Collateral Agent (as defined therein), and Credit Suisse, as Second Lien Collateral Agent (as defined therein). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

Notwithstanding any provision of this Second Lien Trademark Security Agreement to the contrary, the grant of security interest hereunder does not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all U.S. Trademark applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Second Lien Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

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IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7 day of February, 2007

WP EVENFLO ACQUISITION, INC.

By: Michelle S. Brooks
Name: **Michelle S. Brooks**
Title: Vice President, Secretary and Treasurer

WP EVENFLO GROUP HOLDINGS, INC.

By: Michelle S. Brooks
Name: **Michelle S. Brooks**
Title: Vice President, Secretary and Treasurer

EVENFLO COMPANY, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7 day of February 2007

WP EVENFLO ACQUISITION, INC.

By: _____
Name:
Title:

WP EVENFLO GROUP HOLDINGS, INC.

By: _____
Name:
Title:

EVENFLO COMPANY, INC.

By: _____
Name: Thomas Sparno
Title: Executive Vice President, General Counsel AND Corporate Secretary

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Acknowledged:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: ROBERT HETU
Title: MANAGING DIRECTOR

By: _____
Name: KARIM BLASETTI
Title: VICE PRESIDENT

STATE OF MASSACHUSETTS)
) ss.:
COUNTY OF SUFFOLK)

I, Jenifer R. Walsh, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Michelle S. Brooks, Vice President, Secretary and Treasurer of WP Evenflo Group Holdings, Inc., WP Evenflo Holdings, Inc. and WP Evenflo Acquisition, Inc. (the "**Companies**"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Michelle S. Brooks, appeared before me this day in person and acknowledged that she signed, executed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Companies, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 6th day of February, 2007.

[Seal]

Signature of notary public
My Commission expires 6/2/11

JENIFER R. WALSH
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 2, 2011

STATE OF New Jersey)
) ss.:
COUNTY OF Morris)

I, Helen Calicchio, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Thomas Sparno, _____ of Everflo Co., Inc. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Exec. Vice President, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 5th day of February, 2007

[Seal] HELEN CALICCHIO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/7/08

Helen Calicchio
Signature of notary public
My Commission expires 4/7/08

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STATE OF New Jersey)
) ss.:
COUNTY OF Morris)

I, Helen Calicchio, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Thomas Sparno, _____ of Lisco Feeding/Lisco Furniture (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Secretary, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 5th day of February, 2007

[Seal] HELEN CALICCHIO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/7/09

Helen Calicchio
Signature of notary public
My Commission expires 4/7/09

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