

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Growing Family, Inc. | | 03/16/2007 | CORPORATION: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | CAPITALSOURCE FINANCE LLC | | |
| Street Address: | 4445 Willard Avenue | | |
| Internal Address: | 12th Floor | | |
| City: | Chevy Chase | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20815 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2750919 | THAT'S MY BABY! | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)251-5732 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 312.368.4000 | | |
| Email: | ch.tm@dlapiper.com | | |
| Correspondent Name: | Thomas W. Ryan | | |
| Address Line 1: | P.O. Box 64807 | | |
| Address Line 2: | c/o DLA Piper US LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60664-0807 | | |
| ATTORNEY DOCKET NUMBER: | 305792-48 | | |
| NAME OF SUBMITTER: | Thomas W. Ryan | | |
| Signature: | /Thomas W. Ryan/ | | |

CH \$40.00 2750919

Date:

03/20/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of the 16th day of March, 2007, by **GROWING FAMILY, INC.**, a Missouri corporation ("**Debtor**") with an address at 4203 Earth City Expressway, St. Louis, Missouri 63045, in favor of **CAPITALSOURCE FINANCE LLC**, in its capacity as Agent with an address at 4445 Willard Avenue, 12th Floor, Chevy Chase, Maryland 20815 ("**Secured Party**").

This Agreement supplements the Security Agreement dated as of August 23, 2006 made by Debtor and the other Grantors named therein in favor of Secured Party (as amended or modified from time to time, herein the "**Security Agreement**"). This is the Trademark Security Agreement referred to in the Security Agreement, and the Trademark Collateral described in this Agreement is also part of the Collateral described in the Security Agreement.

ACCORDINGLY, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby makes the following covenants, agreements, representations and warranties for the benefit and security of Secured Party:

ARTICLE I

CONSTRUCTION AND DEFINED TERMS

1.01 **Article and Section Headings.** Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless otherwise expressly stated in this Agreement, references in this Agreement to Sections shall be read as Sections of this Agreement. Terms used in this Agreement shall be applicable to the singular and plural, and references to gender shall include all genders.

1.02 **Schedules and Exhibits.** Unless a Schedule or Exhibit is referred to in this Agreement as being a Schedule or Exhibit to another Loan Document, the references in this Agreement to specific Schedules and Exhibits shall be read as references to such specific Schedules or Exhibits attached, or intended to be attached, to this Agreement and any counterpart of this Agreement and regardless of whether they are in fact attached to this Agreement, and including any amendments, supplements and replacements to such Schedules or Exhibits from time to time.

1.03 **Security Agreement Defined Terms.** Capitalized terms that are not defined in this Agreement, but are defined in the Security Agreement, shall have the same definitions as in the Security Agreement, which definitions are incorporated herein by reference.

1.04 **Other Defined Terms.** Unless otherwise stated in this Agreement, capitalized terms used in this Agreement shall have the following meanings.

"**Core Trademark Collateral**" As defined in Section 2.01.

"**Goodwill**" As defined in Section 2.01.

"**Licensed Rights**" As defined in Section 2.01.

"**Security Agreement**" As defined on the first page of this Agreement.

"**Scheduled Trademark**" or "**Scheduled Trademarks**" Debtor's Trademarks, and any filings, registrations and recordings of, and applications for, any thereof, listed on Schedule 1 to this Agreement.

"**Trademark Collateral**" As defined in Section 2.01.

"**Trademark Office**" The United States Patent and Trademark Office, and any successor thereto.

"**Trademark Records**" As defined in Section 2.01.

ARTICLE II SECURITY INTEREST

2.01 **Collateral Assignment; Security Interest.** To further secure the full and timely payment, performance and satisfaction of the Obligations, and without limiting the legal operation and effect of any other Loan Document, Debtor hereby collaterally assigns to Secured Party, and grants to Secured Party a security interest in, all of Debtor's now owned and hereafter acquired, created or arising Property described below (referred to herein as "**Trademark Collateral**"):

(a) All of Debtor's Trademarks, including but not limited to the Scheduled Trademarks, and all renewals thereof, and any filings, registrations and recordings of, and applications for (excluding any intent-to-use Trademark applications filed in the U.S.), any thereof, and all (i) income, royalties, license fees, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements thereof, and (iii) all rights corresponding thereto throughout the world (the Property described in this clause (a) being referred to herein as the "**Core Trademark Collateral**"); and

(b) All of Debtor's goodwill of Debtor's business connected with or associated with and symbolized by the Core Trademark Collateral (the Property described in this clause (b) being referred to herein as "**Goodwill**"); and

(c) All of Debtor's right, title and interest (but not Debtor's obligations) as a licensee of any Trademarks of and from any other Person for use in the business that Debtor is engaged in on the date of this Agreement (including any license granted to Debtor under this Agreement) (the Property described in this clause (c) being referred to herein as "**Licensed Rights**"); and

(d) All of Debtor's cash and non-cash proceeds (as "proceeds" is defined in Article 9 of the UCC) and all other amounts and royalties received or to be received in respect of any sale, exchange, lease, license or other disposition of any Core Trademark Collateral, Goodwill, or Licensed Rights, and including insurance proceeds (the Property described in this clause (d) being referred to herein as "**Proceeds**"); and

(e) All of Debtor's Records relating to the Core Trademark Collateral, Goodwill, Licensed Rights, or Proceeds, together with any containers or media in which the foregoing are stored (including any rights of Debtor with respect to the foregoing maintained with or by any other Person), and if any of the foregoing are stored with any other Person, all of Debtor's rights relating to the storage and retrieval thereof and access thereto (the Property described in this clause (e) being referred to herein as "**Trademark Records**").

2.02 **Supplement to Security Agreement.** This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement and the other Loan Documents, all terms of which are incorporated herein by reference. Debtor shall fulfill all of Debtor's covenants and other obligations under the Security Agreement.

ARTICLE III

GENERAL PROVISIONS

3.01 **Notices.** Any notice or other communication required or permitted by or in connection with this Agreement shall be given in accordance with the notice provision in the Security Agreement.

3.02 **Successors and Assigns.** This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) be binding upon Debtor and its successors and assigns, and (ii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and Secured Party's successors, permitted transferees and permitted assigns. This Agreement may not be assigned by Debtor without the prior written consent of Secured Party.

3.03 **Filing, Registering, Recording.** Either party hereto may file, record or register this Agreement (or a photocopy of this Agreement) with United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, to give notice of, and to further the legal operation and effect of, and perfect the interests of Secured Party under, this Agreement. Debtor shall pay all of Secured Party's costs and expenses (including reasonable attorney's fees) of filing, registering or recording this Agreement.

3.04 **Miscellaneous.** This Agreement may be executed in counterparts and each shall be effective as an original, and a telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one

counterpart of this Agreement. All representations, warranties and covenants of Debtor contained herein shall survive the execution and delivery of this Agreement and shall terminate only upon the full payment and satisfaction by Debtor of the Obligations (other than contingent indemnification obligations with respect to third party claims) and the termination of the Security Agreement.

3.05 **Governing Law.** This Agreement shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

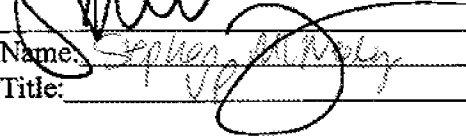
3.06 **Termination.** This Agreement shall remain in full force and effect until payment in full in cash and performance of all of the Obligations (other than contingent indemnification obligations with respect to third party claims), termination of the Commitments and a release of all claims against Agent and the Lenders, whereupon this Agreement shall terminate without further action on the part of any Person.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor executes this Agreement under seal as of the day and year first above written.

DEBTOR:

GROWING FAMILY, INC.

By: 
Name: _____
Title: _____

SECURED PARTY:

CAPITALSOURCE FINANCE LLC,
as Agent

By: _____
Name: _____
Title: _____

Attachments:

Schedule 1 (Trademarks)

Signature Page to Trademark Security Agreement
Re: Growing Family

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor executes this Agreement under seal as of the day and year first above written.

DEBTOR:

GROWING FAMILY, INC.

By: _____

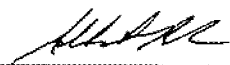
Name: _____

Title: _____

SECURED PARTY:

CAPITALSOURCE FINANCE LLC,

as Agent

By:  _____

Name: Albert Rocha

Title: Senior Counsel

Attachments:

Schedule 1 (Trademarks)

Signature Page to Trademark Security Agreement
Re: Growing Family

**SCHEDULE 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

GROWING FAMILY, INC.

U.S. Trademark Registrations

| MARK | REGISTRATION NUMBER | REGISTRATION DATE |
|-----------------|--------------------------------|--------------------------|
| That's My Baby! | 2750919 | January 19, 2001 |