Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crown Crafts Infants Products, Inc.		11/05/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	2 Wachovia Center, Suite 2500, 301 South Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28282
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2466101	SIMPLY BABY
Serial Number:	77069426	EVERYTHING KIDS
Serial Number:	76638261	WELCOME TO MY WORLD

CORRESPONDENCE DATA

Fax Number: (704)378-4890

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

Email: jdeese@hunton.com
Correspondent Name: Jeremy Deese, Esq.

Address Line 1: 101 South Tryon St., Suite 3500

Address Line 4: Charlotte, NORTH CAROLINA 28280

ATTORNEY DOCKET NUMBER:	57294.000098	
NAME OF SUBMITTER:	Jeremy Deese	
Signature:	/s/ Jeremy Deese, Esq.	

TRADEMARK REEL: 003658 FRAME: 0392

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Date:	11/09/2007
Total Attachments: 5 source=DOC124#page1.tif source=DOC124#page2.tif source=DOC124#page3.tif source=DOC124#page4.tif source=DOC124#page5.tif	

TRADEMARK REEL: 003658 FRAME: 0393

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of the 5th day of November,

2007, by and between CROWN CRAFTS INFANT PRODUCTS, INC., a Delaware 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 amended by First

Amendment thereto, dated of even date herewith, and as from time to time hereafter 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 continue on the following page]

57294.000098 CHARLOTTE 213188v3

TRADEMARK REEL: 003658 FRAME: 0394 IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

	By: Name: E. Pandal Chostnut Title: Vice President
Acknowledged and Agreed:	
THE CIT GROUP/COMMERCIAL SERV Secured Party	VICES, INC.,
By:	
Name: Title:	

Trademark Security Agreement

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

	CROWN CRAFTS INFANT PRODUCTS, INC., Grantor
	By:
Acknowledged and Agreed: THE CIT GROUP/COMMERCIAL SERVI Secured Party	CES, INC.,
By: Name: VERVEN R WELLS Title: AUP	

ACKNOWLEDGMENT OF GRANTOR

STATE OF Louisiana Parish COUNTY OF Ascension)					
Parish) ss					
COUNTY OF Hocension)					
, st						_
On this / day of	November,	2007	before	me	personally	appeared
On this day of E. Randall Chestnut	, prove	d to me	on the basi	s of sa	tisfactory evic	lence to be
the person who executed the fo	oregoing instru	iment or	behalf of	f CRO	WN CRAFTS	3 INFANT
PRODUCTS, INC., who being b	y me duly sw	orn did	depose and	say th	nat (s)he is an	authorized
officer of said corporation, that	the said instru	ment wa	s signed o	n beha	lf of said cor	poration as
authorized by its board of direct	tors and that (s)he ack	nowledged	l said i	instrument to	be the free
act and deed of said corporation.	·					
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SCHEDULE A to

TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Registration #	Registration Date
Simply Baby	2466101	7/3/2001

Trademark Applications

Trademark	Application No.	Filing Date
Everything Kids	77069426	12/21/2006
Welcome to the World*	76638261	10/12/2005

^{*}Currently Suspended Pending Disposition of Application Serial Nos. 7663261 and 78665831.

57294.000098 CHARLOTTE 213188v3

RECORDED: 11/09/2007

TRADEMARK REEL: 003658 FRAME: 0398