

TRADEMARK ASSIGNMENT

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
CoCaLo, Inc.		04/02/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 South LaSalle St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	INC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3143047	COCALO	
Registration Number:	3103046	COCALO BABY	
Registration Number:	3143048	COCALO	
Serial Number:	77238782	CO CO & COMPANY	
Serial Number:	77238774	CO CO & COMPANY	
Serial Number:	77238769	COCALO COUTURE	
CORRESPONDENCE DATA			
Fax Number:	(312)782-8585		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3122694074		
Email:	kluchesi@jonesday.com		
Correspondent Name:	Kenneth Luchesi		
Address Line 1:	77 W. Wacker Dr.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	089440-050001		

CH \$165.00 3143047

NAME OF SUBMITTER:	Kenneth Luchesi
Signature:	/Kenneth Luchesi/
Date:	04/02/2008

Total Attachments: 7

- source=Final CoCaLo P&T Security#page1.tif
- source=Final CoCaLo P&T Security#page2.tif
- source=Final CoCaLo P&T Security#page3.tif
- source=Final CoCaLo P&T Security#page4.tif
- source=Final CoCaLo P&T Security#page5.tif
- source=Final CoCaLo P&T Security#page6.tif
- source=Final CoCaLo P&T Security#page7.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 2, 2008, by COCALO, INC. a California corporation ("CoCaLo" or "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders.

RECITALS

A. The Grantor, via its execution of a Joinder Agreement dated as of the date hereof (the "Joinder Agreement"), has entered into an Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") (capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement) by and among Kids Line, LLC, a Delaware limited liability company, Sassy, Inc., an Illinois corporation, LaJobi, Inc., a Delaware corporation, I & J HoldCo, Inc., a Delaware corporation and those Subsidiaries (including CoCaLo) that are or, in accordance with Section 10.10 thereof, may become parties thereto as "Borrowers", those Subsidiaries that are or, in accordance with Section 10.10 thereof may become parties thereto as "Guarantors," the financial institutions that are or may from time to time become parties thereto as Lenders (together with their respective successors and assigns, the "Lenders") and the Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates.

B. The Grantor, via its execution of the Joinder Agreement, and certain of its affiliates have entered into an Amended and Restated Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver this Agreement to the Administrative Agent, for the benefit of the Lenders.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto,

together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).


This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and is in all respects subject to the limitations set forth therein including without limitation the definition of “Collateral” set forth in the Guaranty and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in and are subject in all respects to the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement shall be construed in accordance with and governed by the internal laws of the State of New York.

[Signature Page Follows]

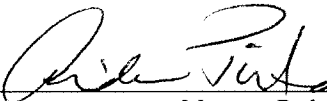
Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

COCALO, INC., a California corporation

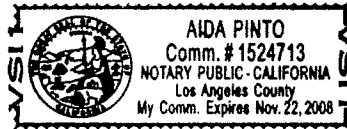
By: 
Name: CHARLES GINN
Title: SECRETARY

STATE OF California)
) ss
COUNTY OF Los Angeles

On this 27 day of March, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of CoCaLo, Inc. and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing board of said entity.




Notary Public



Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: TRAVIS J. BURNS
Title: SR. VICE PRESIDENT

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Grantor	Country	Trademark	Trademark Application/ Registration Number
CoCaLo, Inc.	UNITED STATES	COCALO (Design)	REG. NO. 3143047
CoCaLo, Inc.	UNITED STATES	COCALO BABY (Word)	REG. NO. 3103046
CoCaLo, Inc.	UNITED STATES	COCALO (Word)	REG. NO. 3143048
CoCaLo, Inc.	UNITED STATES	CO CO & COMPANY (DESIGN)	APP. NO. 77/238782
CoCaLo, Inc.	UNITED STATES	CO CO & COMPANY	APP. NO. 77/238774
CoCaLo, Inc.	UNITED STATES	COCALO COUTURE	APP. NO. 77/238769

The Company has filed applications in Europe under the Madrid Protocol for each of the above listed trademarks and trademarks applications.

The Company is in the process of filing a trademark application both in the United States and in Europe under the Madrid Protocol for a “CoCaLo Couture” design.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Patent Applications

None.

Trademark Licenses

1. License Agreement dated as of May 1, 2007 by and between CoCaLo, Inc. and Levels of Discovery LLC;
2. License Agreement dated March 1, 2008 by and between CoCaLo, Inc. and Delta Childrens Products;
3. License Agreement dated March 1, 2008 by and between CoCaLo, Inc. and NewCo International, Inc.
4. License Agreement dated April 29, 1999 among West Point-Pepperell Enterprises, Inc., Westpoint Stevens Inc. and CoCaLo; Letter dated April 3, 2000 among West Point Stevens Inc. I, West Point Stevens Inc. and CoCaLo amending the License Agreement dated April 29, 1999; Letter dated April 27, 2001 among West Point Stevens Inc. I, West Point Stevens Inc. and CoCaLo amending the License Agreement dated April 29, 1999; Letter dated September 27, 2002 among West Point Stevens Inc. I, West Point Stevens Inc. and CoCaLo amending the License Agreement dated April 29, 1999 and amended April 3, 2000 and April 27, 2001; Letter dated March 30, 2005 among West Point Stevens Inc. I, West Point Stevens Inc. and CoCaLo amending the License Agreement dated April 29, 1999 and amended April 3, 2000, April 27, 2001 and September 27, 2002; Letter dated July 27, 2005 among West Point Stevens Inc. I, West Point Stevens Inc. and CoCaLo amending the License Agreement dated April 29, 1999 and amended April 3, 2000, April 27, 2001, September 27, 2002 and March 30, 2000; Letter dated July 25, 2006 among WP IP, LLC, successor-in-interest to West Point Stevens Inc. I, West Point Home, Inc., successor-in-interest to West Point Stevens Inc. and CoCaLo amending the License Agreement dated April 29, 1999, and amended April 3, 2000, April 27, 2001, September 27, 2002, March 30, 2005 and July 27, 2005

Information set forth above was provided after giving effect to the CoCaLo Acquisition and the LaJobi Acquisition