

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wear Me Apparel, LLC		11/17/2008	LIMITED LIABILITY COMPANY: DELAWARE
Kids SuperCenter LLC		11/17/2008	LIMITED LIABILITY COMPANY: DELAWARE
WMA International Services LLC		11/17/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Milberg Factors, Inc.
<b>Street Address:</b>	99 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10016
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Serial Number:	77058311	ARTFUL BROS. CO.
Serial Number:	77058859	DENT
Serial Number:	78898123	LITTLE BY LITTLE
Serial Number:	78579628	SUGA SWEET
Serial Number:	78144651	IMAGINAR
Registration Number:	2841980	KIDS SUPERCENTER
Registration Number:	2893828	JUNIOR HEADQUARTERS
Registration Number:	2764192	SUGAR SWEET
Registration Number:	2724163	KID CODE
Registration Number:	3092100	LITTLE BY LITTLE
Registration Number:	3092099	LITTLE BY LITTLE

CH \$565.00 77058311

Registration Number:	2602331	HIGH IMPAKT
Registration Number:	2632129	BABY Q
Registration Number:	2363830	HIGH IMPACT
Registration Number:	2815214	BABY HEADQUARTERS
Registration Number:	2494571	BNI
Registration Number:	2348932	BATTERIES NOT INCLUDED
Registration Number:	2079312	KIDS HEADQUARTERS
Registration Number:	2157545	
Registration Number:	2011509	KHQ
Registration Number:	2985880	TACKLE ME
Registration Number:	3112359	TICKLE ME!

**CORRESPONDENCE DATA**

Fax Number: (212)969-2900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 969-3000  
Email: trademark@proskauer.com  
Correspondent Name: Jenifer deWolf Paine  
Address Line 1: Proskauer Rose LLP  
Address Line 2: 1585 Broadway  
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	52290-047 (SEC AGREEMENT)
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	11/18/2008

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated November 17, 2008, by Wear Me Apparel, LLC, a Delaware limited liability company (the "Borrower"), Kids SuperCenter LLC, a Delaware limited liability company ("Kids"), and WMA International Services LLC, a Delaware limited liability company (together with the Borrower and Kids, each individually a "Grantor" and collectively, the "Grantors") in favor of Milberg Factors, Inc., as collateral agent for, representative of and secured party for and on behalf of the Secured Parties (in all such capacities, the "Collateral Agent"), pursuant to the agreement titled Amended and Restated Security Agreement, dated April 2, 2007, by and among the Grantors and Collateral Agent (the "Security Agreement").

### WITNESSETH:

WHEREAS, prior to the date of this Trademark Security Agreement, the Grantors and certain other Subsidiaries of the Borrower, on the one hand, and Milberg Factors, Inc., as Administrative Agent, Collateral Agent and Servicing Agent, the Co-Documentation Agents, the Issuing Agents and the Lenders on the other hand, entered into the Credit Agreement pursuant to which the Lenders provided the Borrower with certain financial accommodations and, pursuant to the terms of the Credit Agreement and the other Loan Documents, the Grantors were jointly and severally liable to the Agents and the Lenders for the Obligations;

WHEREAS, the Grantors are party to the Security Agreement in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement under Section 4.6(c) thereof.

NOW, THEREFORE, in consideration of the premises and to make filings with the United States Patent and Trademark Office with respect to the Trademarks (as defined in the Security Agreement) that have been granted by the Grantors to the Collateral Agent, on behalf of the Secured Parties, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Grantors listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with

herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Obligations (including any Obligations in respect of Hedging Agreements, or contingent or indemnity obligations that the Administrative Agent reasonably believes are likely to arise or be asserted, as provided in Section 9.16(b) of the Credit Agreement), upon the reasonable request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Borrower an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

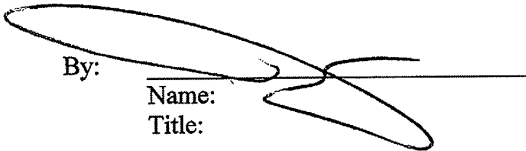
SECTION 5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

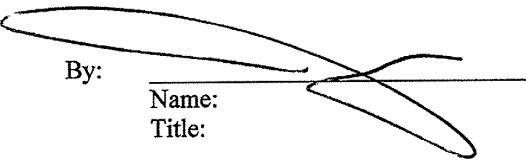
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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

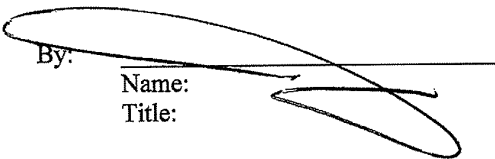
WEAR ME APPAREL LLC

By:   
Name:  
Title:

KIDS SUPERCENTER LLC

By:   
Name:  
Title:

WMA INTERNATIONAL SERVICES LLC

By:   
Name:  
Title:

Accepted and Agreed:

MILBERG FACTORS, INC., as Collateral Agent

By: \_\_\_\_\_  
Name: William A. Zisfein  
Title: Senior Vice President

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

WEAR ME APPAREL LLC

By: \_\_\_\_\_  
Name:  
Title:

KIDS SUPERCENTER LLC


By: \_\_\_\_\_  
Name:  
Title:

WMA INTERNATIONAL SERVICES LLC

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

MILBERG FACTORS, INC., as Collateral Agent

By:   
Name: William A. Zisfein  
Title: Senior Vice President

**SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Date Registered</u>	<u>Date filed</u>	<u>Serial Number</u>	<u>Registration Number</u>
Artful Bros.		12/06/2006	77058311	
Dent		12/06/2006	77058859	
Little by Little		06/01/2006	78898123	
Suga Sweet	09/19/2006		78579628	3144463
Imaginar		07/17/2002	78144651	
Kids Supercenter	05/11/2004		78131087	2841980
Junior Headquarters	10/12/2004		78121468	2893828
Sugar Sweet	09/16/2003		78111358	2764192
Kid Code	06/10/2003		78103253	2724163
Little by Little	05/16/2006		76639403	3092100
Little by Little	05/16/2006		76639401	3092099
High Impakt	07/30/2002		76121721	2602331
Baby Q	10/08/2002		75611921	2632129
High Impact	07/04/2000		75554292	2363830
Baby Headquarters	02/17/2004		75320705	2815214
BNI	10/02/2001		75312812	2494571
Batteries Not Included	05/09/2000		75286737	2348932
Kids Headquarters	07/15/1997		75154953	2079312
(design only)	05/12/1998		75152199	2157545
KHQ	10/29/1996		74663088	2011509
Tackle Me	08/16/2005		76537404	2985880
Tickle Me	07/04/2006		76537407	3112359