

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kellwood Company		11/25/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Gerber Childrenswear LLC
Street Address:	7005 Pelham Road
City:	Greenville
State/Country:	SOUTH CAROLINA
Postal Code:	29615
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2615158	ALL IN ONESIES
Serial Number:	77375241	ALL-IN-ONE
Registration Number:	2521713	ALWAYS BABY
Registration Number:	2693620	BALLOON FUN
Serial Number:	78449824	BEGINNINGS THE BEST PLACE TO START
Registration Number:	2666232	BUNDLE OF LOVE
Registration Number:	2983833	CUDDLE COTTON
Registration Number:	2713418	EZ-COVER
Serial Number:	78556162	FIRST. RIGHT . . . FROM THE START
Registration Number:	2711179	FUNSIE ONESIES
Registration Number:	1178254	FUNZIES
Registration Number:	1369152	NEW BEGINNINGS
Registration Number:	2807342	NOD POD
Registration Number:	3488401	ONESIES

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Registration Number:	2549557	ONESIES
Registration Number:	1292981	ONESIES
Registration Number:	2669547	PRINTSTUFF
Serial Number:	78832190	SHOULDN'T THEIR CLOTHES BE AS CUTE AS THEY ARE?
Registration Number:	2935350	STROLLERSAC
Registration Number:	2423158	SWEET EXPECTATIONS
Registration Number:	2632341	TENDER EXPRESSIONS
Serial Number:	77384023	THE ORIGINAL ONE PIECE UNDERWEAR
Registration Number:	1605634	TINY TOES
Registration Number:	1679885	TINY TOES
Registration Number:	1372729	TWOSIES

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2198
Email: jason.marin@srz.com
Correspondent Name: Jason Marin, Esq.
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Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.0966
NAME OF SUBMITTER:	Jason Marin, Esq. (014951.0966)
Signature:	/kc for jm/
Date:	02/19/2009

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 25, 2008 ("Effective Date") by and between Kellwood Company, a Delaware corporation, with its principal office at 600 Kellwood Parkway, Chesterfield, Missouri 63017 ("Assignor"), and Gerber Childrenswear LLC, a Delaware limited liability company, with its principal office at 7005 Pelham Road, Greenville, South Carolina 29615 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications set forth on Schedule A attached hereto, and the foreign trademark registrations and applications set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

KELLWOOD COMPANY



WJ Name: Michael W. Kramer

Title: Chairman, President and
Chief Executive Officer

GERBER CHILDRENSWEAR LLC



Name: Gary F. Simmons

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

KELLWOOD COMPANY

GERBER CHILDRENSWEAR LLC



Name: _____

Name: Gary F. Simmons

Title: _____

Title: President and Chief Executive Officer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
ALL IN ONESIES	76/330777 10/29/2001	2615158 09/03/2002
ALL-IN-ONE	77/375241 01/18/2008	
ALWAYS BABY	75/862155 12/02/1999	2521713 12/25/2001
BALLOON FUN	75/619698 01/12/1999	2693620 03/04/2003
BEGINNINGS THE BEST PLACE TO START	78/449824 07/13/2004	
BUNDLE OF LOVE	76/365263 01/31/2002	2666232 12/24/2002
CUDDLE COTTON	78/191943 12/06/2002	2983833 08/09/2005
EZ-COVER	76/433869 07/24/2002	2713418 05/06/2003
FIRST. RIGHT ... FROM THE START	78/556162 01/28/2005	
FUNSIE ONESIES	76/417525 06/03/2002	2711179 04/29/2003
FUNZIES	73/253137 03/10/1980	1178254 11/17/1981
NEW BEGINNINGS <i>New Beginnings</i>	73/525409 03/06/1985	1369152 11/05/1985
NOD POD	76/447774 09/09/2002	2807342 01/20/2004
ONESIES onesies	77/377682 01/22/2008	3488401 08/19/2008
ONESIES	76/156608 04/27/2000	2549557 03/19/2002

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
ONESIES onesies	73/404862 12/06/1982	1292981 09/04/1984
PRINTSTUFF	75/778853 08/19/1999	2669547 12/31/2002
SHOULDN'T THEIR CLOTHES BE AS CUTE AS THEY ARE?	78/832190 03/08/2006	
STROLLERSAC	76/445436 08/30/2002	2935350 03/22/2005
SWEET EXPECTATIONS	75/844959 11/10/1999	2423158 01/23/2001
TENDER EXPRESSIONS	75/845805 11/10/1999	2632341 10/08/2002
THE ORIGINAL ONE PIECE UNDERWEAR	77/384023 01/30/2008	
TINY TOES	73/828173 09/28/1989	1605634 07/10/1990
TINY TOES	74/007552 12/04/1989	1679885 03/17/1992
TWOSIES twosies	73/537924 05/16/1985	1372729 11/26/1985

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
ONESIES	Argentina	2315642 11/10/2000	1881208 08/09/2002
ONESIES	Argentina	2.748.354 05/29/2007	
ONESIES	Belize	4735.07 07/06/2007	4735.07 07/06/2007
ONESIES	Brazil	823383784 11/08/2000	
ONESIES	Brazil	829190201 06/11/2007	
EZ-LINER Design	Canada	777773 03/14/1995	TMA466727 11/29/1996
LONG MATES Design	Canada	705043 05/14/1992	TMA417117 09/17/1993
ONESIES onesies	Canada	705044 05/14/1992	TMA412176 05/07/1993
SOFTCARE	Canada	427978 07/21/1978	TMA258693 05/08/1981
ONESIES AND DESIGN	Chile	515057 01/18/2001	605258 10/11/2001
ONESIES	China	1697212 11/17/2000	1697212 01/14/2002
ONESIES	China	6065074 05/22/2007	
ONESIES AND DESIGN	Colombia	84433 11/07/2000	238867 06/26/2001
ONESIES	Costa Rica	2007-5417 05/22/2007	
ONESIES	Dominican Republic	2004-37680 11/13/2000	141472 04/15/2001

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
ONESIES	El Salvador	E-67260-07 05/29/2007	
ONESIES	Guatemala	M-11020-2000 12/18/2000	111917 07/27/2001
ONESIES	Guatemala	2007-4856 06/14/2007	
ONESIES	Honduras	17.005-2007 05/22/2007	
ONESIES	India	1560370 05/21/2007	
ONESIES onesies	Mexico	460667 11/30/2000	703981 06/26/2001
ONESIES	Nicaragua	2007-01736 05/23/2007	
ONESIES	Panama	163612-01 07/30/2007	
ONESIES AND DESIGN	Peru	117292 11/08/2000	70581 03/30/2001
ONESIES	United Arab Emirates	96149 06/17/2007	
ONESIES	Venezuela	11861-2007 05/25/2007	
ONESIES AND DESIGN	Venezuela	1414-2001 01/31/2001	