

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
JJCC, Inc.		08/18/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as administrative agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3701567	BUNDLE ME	
Registration Number:	3788511	BUNDLEME	
Registration Number:	3064688	BABY BUNDLE	
Registration Number:	2916811	JJ COLE	
Registration Number:	2866479	ESSENTIAL DESIGNS FOR MODERN PARENTING	
Registration Number:	2901333	FLEURVILLE	
Registration Number:	3381773	FLEURVILLE	
Registration Number:	2791331	FLEURVILLE	
Registration Number:	3427329	GREEN-LAM	
Registration Number:	3401739		
Registration Number:	2939227		
Registration Number:	3349066	RE-RUN	
Registration Number:	2866478	THE MOTHERSHIP	
CORRESPONDENCE DATA			

900171475

TRADEMARK
REEL: 004277 FRAME: 0428

CH \$340.00 3701567

Fax Number: (312)803-5299

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

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1592864
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NAME OF SUBMITTER:	Richard Kalwa
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Signature:	/richard kalwa/
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Date:	09/13/2010
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Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 18th day of August, 2010, JJCC, INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 1111 West 22nd Street, Suite 320, Oak Brook, Illinois 60523, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch ("*BMO*") with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder defined for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of November 3, 2008 among Debtor, certain affiliates of Debtor and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

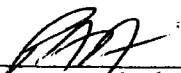
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

JJCC, INC.

By 
Name: Peter A. Nicholson
Its: CEO

Accepted and agreed to at Chicago, Illinois, as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By _____
Name: _____
Its: _____

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

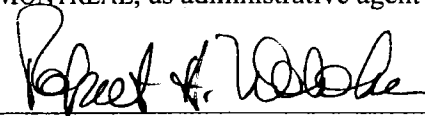
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

JJCC, INC.

By _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois, as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By  _____
Name: Robert H. Wolohan
Its: Vice President

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Mark	Filing Date	Reg. No.	Reg. Date	Status
U.S. Trademark BUNDLE ME	04/10/2009	3701567	10/27/2009	Registered 8 & 15 due 10/27/2015 Renewal due 10/27/2019
U.S. Trademark BUNDLEME	04/10/2009	3788511	05/11/2010	Registered 8 & 15 due 05/11/2016 Renewal due 05/11/2020
U.S. Trademark BABY BUNDLE	04/12/2002	3064688	03/07/2006	Registered 8 & 15 due 03/07/2012 Renewal due 03/07/2016
U.S. Trademark J.J. COLE	01/31/2003	2916811	01/04/2005	Registered (Supplemental) Sec. 8 due 01/04/2011 Renewal due 01/04/2015
U.S. Trademark ESSENTIAL DESIGN FOR MODERN PARENTING	09/02/2003	2866479	07/27/2004	Will be cancelled under Section 8
U.S. Trademark FLEURVILLE	09/02/2003	2901333	11/09/2004	Registered 8 & 15 due 11/09/2010 Renewal due 11/09/2014
U.S. Trademark FLEURVILLE	08/24/2005	3381773	02/12/2008	Registered 8 & 15 due 02/12/2014 Renewal due 02/12/2018
U.S. Trademark FLEURVILLE	11/20/2002	2791331	12/09/2003	Will be cancelled under Section 8
U.S. Trademark GREEN-LAM	06/15/2006	3427329	05/13/2008	Registered 8 & 15 due 05/13/2014 Renewal due 05/13/2018
U.S. Trademark FLEURVILLE	08/24/2005	3401739	03/25/2008	Registered 8 & 15 due 03/25/2014 Renewal due 03/25/2018
U.S. Trademark FLEURVILLE	09/02/2003	2939227	04/12/2005	Registered 8 & 15 due 12/04/2013 Renewal due 12/04/2017
U.S. Trademark RE-RUN	06/15/2006	3349066	12/04/2007	Registered 8 & 15 due 12/04/2013 Renewal due 12/04/2017

U.S. Trademark THE MOTHERSHIP	09/02/2003	2866478	07/27/2004	Will be cancelled under Section 8
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**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

NONE