

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harris N.A. as successor by merger to Harris Trust and Savings Bank		04/29/2011	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The First Years Inc.		
<b>Street Address:</b>	One Kiddie Drive		
<b>City:</b>	Avon		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02322		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2516593	THE FIRST YEARS	
Registration Number:	1867938	THE FIRST YEARS	
Registration Number:	1218822	THE FIRST YEARS	
Registration Number:	1048212	THE FIRST YEARS	
Registration Number:	0980728	THE FIRST YEARS	
Registration Number:	2629362	TAKE & TOSS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)298-8097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4142988230		
<b>Email:</b>	asmyczek@reinhardt.com		
<b>Correspondent Name:</b>	Alec Smyczek		
<b>Address Line 1:</b>	1000 N. Water St.		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		

CH \$165.00 2516593

ATTORNEY DOCKET NUMBER:	078170-0000
NAME OF SUBMITTER:	Alec Smyczek
Signature:	/Alec Smyczek/
Date:	05/12/2011
Total Attachments: 4 source=release of Security Interest in Trademarks - The First Years#page1.tif source=release of Security Interest in Trademarks - The First Years#page2.tif source=release of Security Interest in Trademarks - The First Years#page3.tif source=release of Security Interest in Trademarks - The First Years#page4.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE dated April 29, 2011 by HARRIS N.A. as successor by merger to HARRIS TRUST AND SAVINGS BANK ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Trademark Collateral Agreement hereinafter defined (said Harris acting as such administrative agent and any successor or successors to said Harris in such capacity being hereinafter referred to as the "*Agent*");

### WITNESSETH:

WHEREAS, Agent and THE FIRST YEARS INC., a Massachusetts corporation, ("*Debtor*"), with its principal place of business and mailing address at One Kiddie Drive, Avon, Massachusetts 02322, are parties to that certain Trademark Collateral Agreement dated September 15, 2004 which was recorded in the United States Patent and Trademark Office on September 30, 2004 at Reel 002948, Frame 0675 (the "*Trademark Collateral Agreement*"), pursuant to which Debtor granted a security interest in certain trademarks, trademark registrations, trademark applications and trademark licenses listed on Schedules A-1 and A-2 attached hereto and certain other property (collectively, the "*Trademarks*"); and

WHEREAS, Debtor has requested that the Agent release the security interests in the Trademarks on Agent's own behalf and on behalf of the Secured Creditors;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent hereby (i) terminates the Trademark Collateral Agreement and (ii) terminates, cancels and releases all of its security interests in, without any representation, warranty, recourse or undertaking by the Agent, all of its right, title and interest, if any, in and to:


(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.

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS N.A., as Agent

By   
Name: Robert H. Wolohan  
Title: Vice President

**SCHEDULE A-1 TO  
TO RELEASE OF SECURITY INTEREST IN TRADEMARKS  
FEDERAL TRADEMARK REGISTRATIONS  
AND PENDING APPLICATIONS**

TRADEMARK	REGISTRATION NUMBER
THE FIRST YEARS	2,516,593
THE FIRST YEARS	1,867,938
THE FIRST YEARS	1,218,822
THE FIRST YEARS	1,048,212
THE FIRST YEARS	0980728
THE FIRST YEARS	2,629,362

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None.