

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASSOCIATED HYGIENIC PRODUCTS, LLC		05/25/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, Agent		
Street Address:	1100 Abernathy Road, Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Serial Number:	78548615	ACCORDION STRETCH	
Registration Number:	2646364	BABY'S CHOICE	
Registration Number:	3431696	COMFEE STRETCH	
Registration Number:	2710829	COMFEES	
Registration Number:	2710828	COMFEES PLUS	
Registration Number:	1356579	"CUDDLES"	
Registration Number:	2621282	DRINITE	
Registration Number:	2621283	DRINITE JRS.	
Registration Number:	2631562	DRINITE JUNIORS	
Registration Number:	2471948	DRY-LOCK	
Registration Number:	2719661	DRY-LOCK	
Registration Number:	0619113	DRYPER	
Registration Number:	1734785	DRYPERS	
Registration Number:	3940940	HAPPY DAYS & NIGHTS	

CH \$915.00 78548615

Registration Number:	3832813	ROUND-ABOUT STRETCH SYSTEM
Registration Number:	3413331	SKOOTERS
Registration Number:	3413332	STROLLERS
Registration Number:	3428182	SUPREMIUM
Registration Number:	2166599	TENDERSTRETCH
Registration Number:	3792894	TOTAL STRETCH
Registration Number:	2861006	UNI-CUFF
Registration Number:	0882940	SOFT 'N SNUG
Registration Number:	1546399	ZOO LOVEABLES
Registration Number:	1765263	DRI-BOTTOMS
Registration Number:	1803732	ALPHA ZOO-LOVEABLES
Registration Number:	1988308	QUICK STICK TABS
Registration Number:	2136935	THE MEASURABLE DIFFERENCE
Registration Number:	2136936	ARQUEST
Registration Number:	2420062	FUN PANTS
Registration Number:	2433762	THE MEASURABLE DIFFERENCE
Registration Number:	2974419	SLEEP WELL
Registration Number:	2979836	SOFT STRIDES
Registration Number:	3098941	GOOD SLEEP
Registration Number:	3098942	SLEEP FIT
Registration Number:	3283959	DESIGNER S-T-R-E-T-C-H
Registration Number:	3420670	LITTLE LEARNERS

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4048152231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul, Hastings, Janofsky & Walker LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	05/25/2011

Total Attachments: 16

TRADEMARK
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of May, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCE"), in its capacity as agent for the Lender Group and the Bank Product Provider (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of May 25, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Associated Hygienic Products LLC, a Delaware limited liability company ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Amended and Restated Security Agreement, dated as of May 25, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and the Bank Product Provider, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing (but in any event within ten (10) Business Days) to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement

obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**


11. **Intercreditor Agreement.** This Trademark Security Agreement and the other Loan Documents are subject in all respects to the terms and conditions of the Intercreditor Agreement. In the event of any conflict between the provisions of the Intercreditor Agreement and the provisions of this Trademark Security Agreement or any other Loan Document, the provisions of the Intercreditor Agreement shall govern and control between Agent and the Lenders, on the one hand, and Second Lien Term Loan Agent and Second Lien Term Loan Lenders, on the other hand.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**ASSOCIATED HYGIENIC PRODUCTS
LLC**, a Delaware limited liability company

By: 
Name: George H. JACKSON III
Title: President & CEO

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: *Elliot J. Topp*
Name: *Elliot Topp*
Title: *Vice President*

SCHEDULE I

Trademarks

A. AHP Registered Trademarks and Federal Trademark Applications			
Mark	Country	Application No.	Registration No.
ACCORDION FLEX	USA	77/248391	Allowed – Not Yet Available
ACCORDION FLEX	Canada	1360063	Allowed – Not Yet Available
ACCORDION STRETCH	USA	78/548615	3,419,875
ACCORDION STRETCH	Canada	1270042	TMA722959
ACCORDION STRETCH	Mexico	739108	907391
BABY'S CHOICE	USA	75/866498	2,646,364
BABY'S CHOICE	Canada	0626862	TMA374815
COMFEE STRETCH	USA	76/610153	3,431,696
COMFEES	Canada	0694468	TMA418544
COMFEES	USA	76/354019	2,710,829
COMFEES PLUS	USA	76/354016	2,710,828
COMFORT-STRETCH	Canada	1423748	Allowed – Not Yet Available
COZIES	Canada	0680424	TMA424515
CUDELASTIC	USA	77/248366	Allowed – Not Yet Available
CUDELASTIC	Canada	1360060	Allowed – Not Yet Available
CUDDLE FLEX	USA	77/248385	Allowed – Not Yet

A. AHP Registered Trademarks and Federal Trademark Applications

Mark	Country	Application No.	Registration No.
			Available
CUDDLE FLEX	Canada	1360062	Allowed – Not Yet Available
CUDDLES	USA	73/520573	1,356,579
CUSHION FLEX	USA	77/248411	Allowed – Not Yet Available
CUSHION FLEX	Canada	1360068	Allowed – Not Yet Available
DRINITE	USA	76/354077	2,621,282
DRINITE JRS.	USA	76/354079	2,621,283
DRINITE JUNIORS	USA	76/354015	2,631,562
DRY-LOCK	USA	75/528342	2,471,948
DRY-LOCK	USA	75/942769	2,719,661
DRY-LOCK	Canada	1054848	TMA609550
DRYPER	USA	71/666360	619,113
DRYPER	USA	77/939619	Allowed – Not Yet Available
DRYPER	Canada	1492796	N/A
DRYPERS	USA	74/249748	1,734,785
DRYPERS & Design	Canada	0658557	TMA385300
DRYPERS	Canada	0650058	TMA385758
DRYPERS	Canada	0693884	TMA440746
DRYPERS	Canada	0881364	TMA516254
DRYPERS	Mexico	208405	475282

A. AHP Registered Trademarks and Federal Trademark Applications

Mark	Country	Application No.	Registration No.
DRYPERS	Mexico	253815	517289
DRYPERS PREMIUM	Mexico	852739	1093082
DRYPERS ULTRA	Mexico	305818	1100613
FAMILY BEST	USA	85/152969	N/A
FAMILY BEST	Canada	1520826	N/A
FAMILY SELECT	USA	85/011533	Allowed – Not Yet Available
FAMILY SELECT	Canada	1489366	N/A
FAMILY SELECT	Mexico	1126343	N/A
FAMILY'S BEST	USA	85/152958	N/A
FAMILY'S BEST	Canada	1520941	N/A
FAMILY'S FAVORITE	USA	85/152,943	Allowed – Not Yet Available
FAMILY'S FAVORITE	Canada	1520940	N/A
FITTI	Mexico	91031	405292
FITTI	Colombia	2006080550	395779
FITTI (Stylized)	Colombia	2006080542	391232
GENTLE DRY	USA	77/483331	Allowed – Not Yet Available
GENTLE DRY	Canada	1409290	Allowed – Not Yet Available
HAPPY DAYS	Canada	1427464	TMA781304
HAPPY DAYS & HAPPY NIGHTS	USA	77/769040	Allowed – Not Yet Available

A. AHP Registered Trademarks and Federal Trademark Applications

Mark	Country	Application No.	Registration No.
HAPPY DAYS & HAPPY NIGHTS	Canada	1455937	TMA778444
HAPPY DAYS & NIGHTS	USA	85/128998	3,940,940
HAPPY DAYS & NIGHTS	Canada	1518270	N/A
HAPPY DAYS & NIGHTS	Mexico	1161775	N/A
HAPPY DAYS 'N NIGHTS	Canada	1418759	TMA781297
HAPPY DAYZ	USA	77/642214	Allowed – Not Yet Available
HAPPY DAYZ	Canada	1427465	Allowed – Not Yet Available
HAPPY NIGHTS	Canada	1427466	TMA781305
HAPPY NITES	USA	77/642222	Allowed – Not Yet Available
HAPPY NITES	Canada	1427467	Allowed – Not Yet Available
NEXT STEP	USA	77/074397	Will let lapse
NEXT STEP	Canada	1352213	Allowed – Not Yet Available
PANDA PALS	Canada	0680358	TMA403285
RAMBLERS	USA	77/862092	Allowed – Not Yet Available
RAMBLERS	Canada	1310060	Allowed – Not Yet Available
ROAMERS	USA	85/006061	Allowed – Not Yet

A. AHP Registered Trademarks and Federal Trademark Applications

Mark	Country	Application No.	Registration No.
			Available
ROAMERS	Canada	1310063	Allowed – Not Yet Available
ROUND-ABOUT STRETCH SYSTEM	USA	77/736083	3,832,813
ROUND-ABOUT STRETCH SYSTEM	Canada	1440360	Allowed – Not Yet Available
ROVERS	USA	85/006095	Allowed – Not Yet Available
ROVERS	Canada	1310062	Allowed – Not Yet Available
SCAMPERS	Canada	1512479	N/A
SCAMPERS	Mexico	1151652	N/A
SCRAMBLERS	USA	77/893560	Allowed – Not Yet Available
SCRAMBLERS	Canada	1474175	Allowed – Not Yet Available
SHUFFLERS	USA	85/103439	Allowed – Not Yet Available
SHUFFLERS	Canada	1512484	N/A
SHUFFLERS	Mexico	1151651	N/A
SIZE RIGHT	Canada	1440362	Allowed – Not Yet Available
SKOOTERS	USA	78/897058	3,413,331
SKOOTERS	Canada	1310064	Allowed – Not Yet Available
SOFT FLEX	Canada	1360067	Allowed – Not Yet

A. AHP Registered Trademarks and Federal Trademark Applications

Mark	Country	Application No.	Registration No.
			Available
STRETCH BELT	USA	77/248415	Will let lapse
STRETCH BELT	Canada	1360061	Allowed – Not Yet Available
STRETCH TALK	USA	77/421044	Allowed – Not Yet Available
STRETCH TALK	Canada	1390765	Allowed – Not Yet Available
STROLLERS	USA	78/897089	3,413,332
STROLLERS	Canada	1310061	Allowed – Not Yet Available
SUPREMIUM	USA	78/634596	3,428,182
TENDERSTRETCH	USA	75/246487	2,166,599
TENDERSTRETCH	Canada	1054849	TMA622364
THE SMART MOM DIAPER	USA	77/763924	Allowed – Not Yet Available
TOTAL STRETCH	USA	77/843438	3,792,894
TOTAL STRETCH	Canada	1474174	Allowed – Not Yet Available
TOTAL STRETCH SYSTEM	USA	77/736088	Allowed – Not Yet Available
TOTAL STRETCH SYSTEM	Canada	1440361	Allowed – Not Yet Available
ULTRACARE	USA	77/685374	Allowed – Not Yet Available
ULTRACARE	Canada	1447763	Allowed – Not Yet Available

A. AHP Registered Trademarks and Federal Trademark Applications

Mark	Country	Application No.	Registration No.
ULTRACARE & DESIGN	Canada	0680421	TMA403286
UNI-CUFF	USA	76/457720	2,861,006
UNI-CUFF	Canada	1174402	TMA615918

B. Arquest Registered Trademarks and Federal Trademark Applications

See attached "Schedule B."

Trademark Licenses**A. AHP Licenses**

1. "Garfield" Licensing Agreement dated January 8, 2008 between Paws Incorporated and Borrower
2. License Agreement dated February 6, 2008 by and between Mattel, Inc., Fisher-Price, Inc. and Borrower
3. Vendor Agreement dated March 1, 2010 between WFM Private Label, L.P. and Borrower
4. Supply Agreement dated June 10, 2005 between Seventh Generation Inc. and Borrower

B. Arquest Licenses

1. License Agreement (Trademark) dated January 23, 2003 between Arquest, Inc. and Scholastic Entertainment, Inc., as amended
2. Product and Packaging Agreement (Trademark) dated July 17, 2003 between Arquest, Inc. and Western Family Foods, Inc.

Trademark Portfolio of Arquest, Inc.
Status as of April 4, 2011

1. U.S. Trademark Registrations

Trademark	Trademark Status	Application No. / Filing Date	Registration No. / Registration Date	Class	Next Deadline	Expiration Date*
"SOFT 'N SNUG"	Registered	72/321,656 03/13/1969	882,940 12/23/1969	25	Renewal Due 12/23/2019	12/23/2019
"ZOO LOVEABLES"	Registered	73/757,769 10/13/1988	1,546,399 07/04/1989	16	Renewal Due 07/04/2019	07/04/2019
"DRI-BOTTOMS"	Registered	74/237,976 01/16/1992	1,765,263 04/13/1993	16	Renewal Due 04/13/2013	04/13/2013
"ALPHA ZOO-LOVEABLES"	Registered	74/310,602 09/03/1992	1,803,732 11/09/1993	16	Renewal Due 11/09/2013	11/09/2013
"QUICK STICK TABS"	Registered	74/676,312 05/11/1995	1,988,308 07/23/1996	16	Renewal Due 07/23/2016	07/23/2016
"THE MEASURABLE DIFFERENCE"	Registered	75/211,877 12/12/1996	2,136,935 02/17/1998	40	Renewal Due 02/17/2018	02/17/2018
"ARQUEST"	Registered	75/211,885 12/12/1996	2,136,936 02/17/1998	40	Renewal Due 02/17/2018	02/17/2018
"FUN PANTS"	Registered	75/711,326 05/21/1999	2,420,062 01/09/2001	16	Renewal Due 01/09/2021	01/09/2021
"THE MEASURABLE DIFFERENCE"	Registered	75/211,883 12/12/1996	2,433,762 03/06/2001	16	Renewal Due 03/06/2021	03/06/2021
"SLEEP WELL"	Registered	78/355,389 01/22/2004	2,974,419 07/19/2005	16	Section 8 & 15 Due 07/19/2011	07/19/2015

* Note: All Expiration Dates assume that all filings required to be made prior to such date are timely filed and accepted. Registrations will only expire if appropriate renewal applications are not timely filed.

Schedule B

Trademark Portfolio of Arquest, Inc.
Status as of April 4, 2011

Trademark	Trademark Status	Application No. / Filing Date	Registration No. / Registration Date	Class	Next Deadline	Expiration Date*
"SOFT STRIDES"	Registered	78/370,714 02/19/2004	2,979,836 07/26/2005	16	Section 8 & 15 Due 07/26/2011	07/26/2015
"GOOD SLEEP"	Registered	78/355,390 01/22/2004	3,098,941 05/30/2006	16	Section 8 & 15 Due 05/30/2012	05/30/2016
"SLEEP FIT"	Registered	78/355,391 01/22/2004	3,098,942 05/30/2006	16	Section 8 & 15 Due 05/30/2012	05/30/2016
"DESIGNER S-T-R-E-T-C-H"	Registered	77/031,140 10/27/2006	3,283,959 08/21/2007	16	Section 8 Due 08/21/2013	08/21/2017
"LITTLE LEARNERS"	Registered	78/949,464 08/10/2006	3,420,670 04/29/2008	16	Section 8 & 15 Due 04/29/2014	04/29/2018

2. U.S. Trademark Applications

Trademark	Trademark Status	Application No. / Filing Date	Registration No. / Registration Date	Class	Next Deadline	Expiration Date*
"BABY BLUES DIAPERS"	Pending	85/211,938 01/06/2011	N/A	16	Response to Office Action Due by 09/29/2011	N/A

* Note: All Expiration Dates assume that all filings required to be made prior to such date are timely filed and accepted. Registrations will only expire if appropriate renewal applications are not timely filed.

Trademark Portfolio of Arquest, Inc.
Status as of April 4, 2011

3. Canadian Trademark Registrations

Trademark	Trademark Status	Application No. / Filing Date	Registration No. / Registration Date	Class	Next Deadline	Expiration Date*
"WHENEVER"	Registered	558313 03/04/1986	TMA330,233 07/17/1987	N/A	Renewal Due 07/17/2017	07/17/2017
"DRI-BOTTOMS"	Registered	752467 04/15/1994	TMA457,771 05/24/1996	N/A	Renewal Due 05/24/2011	05/24/2011
"QUICK STICK TABS"	Registered	797,099 11/10/1995	TMA473,406 03/24/1997	N/A	Renewal Due 03/24/2012	03/24/2012
"ARQUEST"	Registered	846,600 05/30/1997	TMA508,083 02/15/1999	N/A	Renewal Due 02/15/2014	02/15/2014
"THE MEASURABLE DIFFERENCE"	Registered	846,598 05/30/1997	TMA508,084 02/15/1999	N/A	Renewal Due 02/15/2014	02/15/2014
"ZOO LOVEABLES"	Registered	827,678 11/01/1996	TMA518,715 10/27/1999	N/A	Renewal Due 10/27/2014	10/27/2014
"SOFT 'N SNUG"	Registered	1150023 08/19/2002	TMA647,547 09/08/2005	N/A	Renewal Due 09/08/2020	09/08/2020

4. Mexican Trademark Registration

Trademark	Trademark Status	Application No. / Filing Date	Registration No. / Registration Date	Classes	Next Deadline	Expiration Date*
"DRI-BOTTOMS"	Registered	162,248 03/05/1993	518,555 03/08/1996	16, 28	Renewal Due 03/05/2013	03/05/2013

* Note: All Expiration Dates assume that all filings required to be made prior to such date are timely filed and accepted. Registrations will only expire if appropriate renewal applications are not timely filed.

Schedule B

Unregistered Trademarks in which Seller has common law rights

- "IT'S YOUR DIAPER";
- The "A" logo"



- The "A ARQUEST INC." [and Baby] logo:

