

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
GYM-MARK, INC.		09/26/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85222054	GYMBOREE PLAY & MUSIC	
CORRESPONDENCE DATA			
Fax Number:	(617)341-7701		
Phone:	6173417732		
Email:	mary.hurley@morganlewis.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Mary F Hurley		
Address Line 1:	225 Franklin Street		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	102507-01-0083		
NAME OF SUBMITTER:	Mary F Hurley		
Signature:	/Mary F Hurley/		

OP \$40.00 85222054

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TRADEMARK
 REEL: 004637 FRAME: 0154

Date:

10/06/2011

Total Attachments: 3

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GYM-MARK, INC., a California corporation (the "Grantor") with principal offices at 500 Howard Street, San Francisco, California 94105, as of September 26, 2011, hereby grants to BANK OF AMERICA, N.A., as Collateral Agent, with offices at 100 Federal Street, Boston, MA 02110 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of November 23, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

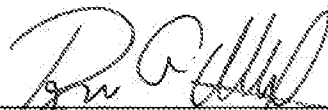
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IN WITNESS WHEREOF, the undersigned have executed this Grant of the day and year first above written.

GYM-MARK, INC., as Grantor

By: 
Name: Kimberly Anita MacMillan
Title: Assistant Secretary

BANK OF AMERICA, N.A., as Collateral Agent
and Grantee

By: 
Name: Roger Malouf
Title: Vice President

SCHEDULE A

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>
GYMBOREE PLAY & MUSIC	85/222,054	January 20, 2011