

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |  |   |                     |
|---|--|---|---------------------|
| <b>SUBMISSION TYPE:</b>   |  | NEW ASSIGNMENT  |                     |
| <b>NATURE OF CONVEYANCE:</b>  |  | First Amendment to Intellectual Property Security Agreement |                     |
| <b>CONVEYING PARTY DATA</b>   |  |   |                     |
| <b>Name</b>   | <b>Formerly</b>                        | <b>Execution Date</b>                                       | <b>Entity Type</b>  |
| The ERGO Baby Carrier, Inc.   |  | 10/25/2011  | CORPORATION: HAWAII |
| <b>RECEIVING PARTY DATA</b>   |  |   |                     |
| <b>Name:</b>  | Compass Group Diversified Holdings LLC |   |                     |
| <b>Street Address:</b>  | 61 Wilton Road, Second Floor           |   |                     |
| <b>City:</b>  | Westport                               |   |                     |
| <b>State/Country:</b>   | CONNECTICUT                            |   |                     |
| <b>Postal Code:</b>   | 06880                                  |   |                     |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: DELAWARE    |   |                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |   |                     |
| <b>Property Type</b>  | <b>Number</b>                          | <b>Word Mark</b>  |                     |
| <b>Serial Number:</b>   | 85307200                               | EP ERGOPARENT   |                     |
| <b>CORRESPONDENCE DATA</b>  |  |   |                     |
| <b>Fax Number:</b>  | (513)361-1201                          |   |                     |
| <b>Phone:</b>   | 513.361.1200                           |   |                     |
| <b>Email:</b>   | trademark@ssd.com                      |   |                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |   |                     |
| <b>Correspondent Name:</b>  | Corey W. Duersch                       |   |                     |
| <b>Address Line 1:</b>  | Squire, Sanders & Dempsey (US) LLP     |   |                     |
| <b>Address Line 2:</b>  | 221 E. Fourth St., Suite 2900          |   |                     |
| <b>Address Line 4:</b>  | Cincinnati, OHIO 45202                 |   |                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 052292.00107                           |   |                     |
| <b>NAME OF SUBMITTER:</b>   | Corey W. Duersch                       |   |                     |
| <b>Signature:</b>   | /Corey W. Duersch/                     |   |                     |

CH \$40.00 85307200

**900205577**

**TRADEMARK  
 REEL: 004648 FRAME: 0660**

Date:

10/26/2011

**Total Attachments: 11**

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**FIRST AMENDMENT  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") is entered into as of October <sup>25</sup>, 2011, by The ERGO Baby Carrier, Inc., a Hawaii corporation ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party").

This Amendment amends that certain Intellectual Property Security Agreement, dated as of September 16, 2010, between Grantor and Secured Party (the "Original Security Agreement"; as amended by this Amendment, the "Security Agreement").

Grantor and Secured Party desire to amend the Original Security Agreement to reflect a grant of security interest in additional Collateral owned by Grantor.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Amendment, including its preamble and recitals, have the meanings provided or provided by reference in the Original Security Agreement.

Section 2. Amendments. Schedule A of the Original Security Agreement is hereby amended to include, without limitation, the additional Trademarks listed on Schedule A attached hereto.

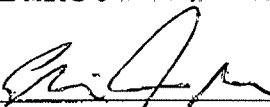
Section 3. Effect of Amendment. Except as expressly set forth herein, this Amendment shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations or agreements contained in the Original Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Section 4. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN TESTIMONY WHEREOF, Grantor and Secured Party have caused this Amendment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first above written.

**GRANTOR:**  
**THE ERGO BABY CARRIER, INC.**

By:   
Name: ELIAS J. SABO  
Title: PRESIDENT

**SECURED PARTY:**  
**COMPASS GROUP DIVERSIFIED  
HOLDINGS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[Signature Page to First Amendment to IP Security Agreement]

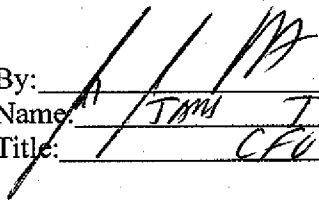
**TRADEMARK**  
**REEL: 004648 FRAME: 0663**

IN TESTIMONY WHEREOF, Grantor and Secured Party have caused this Amendment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first above written.

**GRANTOR:**  
**THE ERGO BABY CARRIER, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTY:**  
**COMPASS GROUP DIVERSIFIED  
HOLDINGS LLC**

By:  \_\_\_\_\_  
Name: JAMES T BOSTON  
Title: CEO

**SCHEDULE A**

**TRADEMARKS**

| <b>MARK</b>   | <b>STATUS</b> | <b>SERIAL<br/>NUMBER</b> | <b>REGISTRATION<br/>NUMBER</b> | <b>DATE</b> |
|---------------|---------------|--------------------------|--------------------------------|-------------|
| EP ERGOPARENT | Pending       | 85307200                 | None                           | 10/25/11    |

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this "Security Agreement") is entered into as of September 16, 2010, by The ERGO Baby Carrier, Inc., a Hawaii corporation ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party"), pursuant to the terms of (i) that certain Credit Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the "Credit Agreement") among the Secured Party, as lender, Grantor, as borrower, and ERGO Baby Intermediate Holding Corporation, a Delaware corporation, as co-borrower ("Co-Borrower"), dated of even date herewith, and (ii) that certain Guarantee and Collateral Agreement (as the same may be amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Secured Party, Grantor, Co-Borrower, ERGO Baby Holding Corporation, a Delaware corporation, and the subsidiaries of Grantor party thereto, if any, dated of even date herewith.

Pursuant to the Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks and Patents identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantor's right, title and interest in and to the Trademarks, Patents and Copyrights, in each case including, without limitation, those items, if any, listed on Schedule A hereto.

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office ("UPTO") the grant of a security interest in the Trademarks and the Patents pursuant to the Collateral Agreement. The Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Collateral Agreement, the Collateral Agreement shall prevail.

Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks and the Patents granted hereby are more fully set forth in Collateral Agreement, the terms and

provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Filing this Security Interest. The party that files this Security Agreement with the UPTO shall: (i) complete accurately, and include as part of such filing, the UPTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

Section 6. Counterparts. This Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signature pages follow]*



**IN TESTIMONY WHEREOF**, the Grantor and Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the date first referenced above.

**GRANTOR:**

**THE ERGO BABY CARRIER, INC.**

By: *Robert P. DeVan*  
Name: ROBERT P. DEVAN  
Title: COO

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of September, 2010, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his voluntary act and deed on behalf and with full authority of The ERGO Baby Carrier, Inc.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[Signatures continue on the following page]

*See attached  
acknowledgment*

[Signature Page to Intellectual Property Security Agreement (Grantor)]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

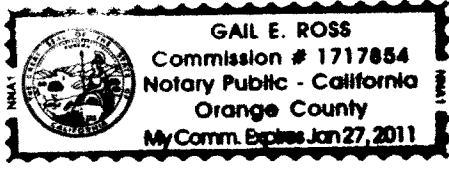
State of California

County of Orange }

On Sept. 15, 2010 before me, Gail E. Ross, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Robert De Van  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature Gail E. Ross  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Intellectual Property Security Agreement

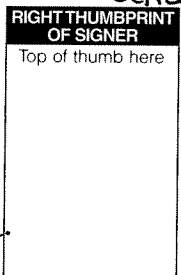
Document Date: Sept. 16, 2010 Number of Pages: 2

Signer(s) Other Than Named Above: Ø

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert De Van

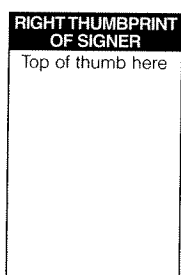
- Individual
- Corporate Officer — Title(s): Chief Operating Officer
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: The ERGO Baby Carrier Inc.

Signer's Name: Ø

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**SECURED PARTY:**

**COMPASS GROUP DIVERSIFIED  
HOLDINGS LLC**

By: \_\_\_\_\_

Name: James J. Bottiglieri

Title: Chief Financial Officer

STATE OF CONNECTICUT )


COUNTY OF Fairfield )

)

) SS

)

On this 9 day of September, 2010, there appeared before me James J. Bottiglieri, personally known to me, who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his voluntary act and deed on behalf and with full authority of Compass Group Diversified Holdings LLC.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 4/30/11

Schedule A  
to  
**Intellectual Property Security Agreement**

**The ERGO Baby Carrier, Inc.**

**PATENTS**

| <b>ISSUED PATENTS:</b>              |                          |   |  |
|-------------------------------------|--------------------------|---|--|
| <b><u>Registered Patent No.</u></b> | <b><u>Issue Date</u></b> | <b><u>Country of Issue</u></b>            | <b><u>Description of Invention</u></b> |
| 7,322,498                           | January 29, 2008         | United States                             | Baby Carrier                           |
| 000304514-0001<br>000304514-0002    | March 5, 2005            | OHIM<br>Registered<br>Community<br>Design | Baby Carrier                           |
|                                     |                          |   |  |

| <b>PATENT APPLICATIONS:</b>     |                           |                                      |  |
|---------------------------------|---------------------------|--------------------------------------|--|
| <b><u>Serial Number</u></b>     | <b><u>Filing Date</u></b> | <b><u>Country of Application</u></b> | <b><u>Description of Invention</u></b> |
| 11/949,324                      | December 3, 2007          | United States                        | Baby Carrier                           |
| 12/544,093                      | August 19, 2009           | United States                        | Heart-to-Heart Infant Insert           |
| PCT/US2004/029614<br>04783725.7 | September 4, 2004         | PCT<br>European Patent<br>Office     | Baby Carrier: PCT Application          |
|                                 |                           |                                      |  |
|                                 |                           |                                      |  |

**TRADEMARKS**

| <b>ISSUED TRADEMARKS:</b>         |                                    |                                |                     |  |
|-----------------------------------|------------------------------------|--------------------------------|---------------------|--|
| <b><u>Registration Number</u></b> | <b><u>Date of Registration</u></b> | <b><u>Country of Issue</u></b> | <b><u>Class</u></b> | <b><u>Mark</u></b>                     |
| 2994269                           | September 13, 2005                 | United States                  |                     | The ERGO Baby Carrier (Design)         |
| 3200914                           | January 23, 2007                   | United States                  |                     | The ERGO Baby (Design)                 |
| 6047261                           | April 15, 2008                     | EU Community Trademark         |                     | ERGObaby: Word Only                    |
| 6047278                           | April 15, 2008                     | EU Community Trademark         |                     | The ERGO Baby Carrier: Word and Design |

| <b>TRADEMARK APPLICATIONS:</b> |                                   |                                      |                     |                                |
|--------------------------------|-----------------------------------|--------------------------------------|---------------------|--------------------------------|
| <b><u>Serial Number</u></b>    | <b><u>Date of Application</u></b> | <b><u>Country of Application</u></b> | <b><u>Class</u></b> | <b><u>Mark</u></b>             |
| 77937650                       | February 17, 2010                 | United States                        |                     | Infant Insert 2 (Design)       |
| 40-2009-55629                  | November 11, 2009                 | South Korea                          |                     | ERGO Baby Carrier: (Word Only) |
| 2010-045845                    | June 9, 2010                      | Japan                                |                     | ERGObaby (Word Only)           |