

**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>
BNP Paribas, as Security Agent		12/13/2011	Bank: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Materne SAS		
<b>Street Address:</b>	Parc d' activites de Sans Souci 330 allée des Hetres		
<b>City:</b>	Limonest cedex		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	69579		
<b>Entity Type:</b>	Company: FRANCE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3448165	GOGO SQUEEZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(302)636-5454		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.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>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	23886-10		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

**CH \$40.00 3448165**

**900209409**

**TRADEMARK  
 REEL: 004677 FRAME: 0527**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

12/13/2011

**Total Attachments: 5**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

BNP Paribas, as Security Agent

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) France

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 13, 2011

- Assignment
- Security Agreement
- Other Security Release
- Merger
- Change of Name

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes

No

Name: Materne SAS

Internal

Address: \_\_\_\_\_

Street Address Parc d'activités de Sans Souci 330 allée des Hêtres

City: Limonest cedex

State: \_\_\_\_\_

Country: France Zip: 69579

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other Company Citizenship France

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
3448165

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 6. Total number of applications and registrations involved:

One

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

JL  
Signature

12/13/11  
Date

Jonathan Larson  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5



## LIMITED RELEASE OF INTELLECTUAL PROPERTY

**THIS LIMITED RELEASE** ("Limited Release") is executed as of December 13, 2011, by BNP PARIBAS, as security agent for the Finance Parties (the "Security Agent"), for the benefit of Materne SAS ("Materne"). Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Security Agreement (as defined below).

**WHEREAS**, as security for its obligations under, inter alia, the Facility Agreement, Materne entered into that certain security agreement, dated as of December 15, 2010 (the "Security Agreement"), among Materne, Materne North America, Corp. (collectively, the "Grantors") and the Security Agent;

**WHEREAS**, Materne entered into that certain intellectual property security agreement, dated as of December 15, 2010 (the "IP Security Agreement" and together with the Security Agreement, collectively, the "Security Documents"), which was recorded in the U.S. Patent and Trademark Office (the "USPTO") on December 16, 2010, at Reel 004435, Frame 0001; and

**WHEREAS**, in connection with the sale of the Released Intellectual Property (as hereinafter defined) from Materne to MOM SAS, the Security Agent, acting upon instruction from the Finance Parties, has agreed to release the security interest in that certain Intellectual Property listed in Annex 1 hereto (the "Released Intellectual Property") created under the Security Documents.

**NOW, THEREFORE**, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Security Agent hereby agree as follows:

### 1. RELEASE

With effect from the date hereof, the Security Agent, on behalf of the Finance Parties, without recourse, representation or warranty of title, unconditionally and irrevocably releases and discharges any and all liens and other claims created in the Released Intellectual Property under the Security Documents.

### 2. FILINGS

The Security Agent hereby authorizes the Materne to file this release with the USPTO. The Security Agent hereby authorizes Materne (or its agent or designee) to file any UCC-3 amendment statement as is necessary to evidence the release of the Security Agent's security interest in the Released Intellectual Property.

### 3. EXPENSES

All the expenses, charges and costs of whatever nature, including without limitation, tax, legal and notarial expenses, relating to or any way connected with the release of security documented under this Limited Release shall be borne and paid by the Materne. For the avoidance of doubt, neither the Security Agent nor any Finance Party will bear any cost or expense (of whatever nature) to be incurred in connection with this Release or with the release of security documented under this Limited Release.

### 4. CONFIRMATION

Except with respect to the Released Intellectual Property, (a) all terms and provisions of the Security Documents shall remain unchanged and shall continue in full force and effect and (b) the security granted by each respective Grantor under the Security Documents, to which it is a party, is hereby confirmed and ratified in all respects and shall continue to secure all present and future Secured Liabilities.

**5. SEVERABILITY**

If any provision of this Limited Release, or the application thereof to any party or any circumstance, is held invalid or unenforceable, the remainder of this Limited Release and the application of such provision to any other party and any other circumstances will not be affected thereby, the provisions of this Release being severable in any such instance.

**6. GOVERNING LAW**

This Limited Release and any claim or dispute (whether sounding in contract, tort, statute or otherwise) relating to this Release shall be governed by and construed in accordance with law of the State of New York including section 5-1401 of the New York General Obligations Law, without regard to conflict of laws principles.

For the benefit of the Security Agent and the other Finance Parties, the Grantors agree that any New York State court or Federal court sitting in the City and County of New York has jurisdiction to settle any disputes in connection with this Limited Release and accordingly submits to the jurisdiction of those courts.

**7. COUNTERPARTS; EFFECTIVENESS**

This Limited Release may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Limited Release. A facsimile or other electronically transmitted copy of this Limited Release shall have the same force and effect as an original hereof personally delivered to the intended recipient.

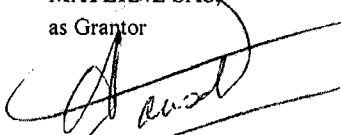
IN WITNESS WHEREOF, the undersigned has executed this Limited Release as of the date first written above.

**BNP PARIBAS,**  
as Security Agent

 (SIGNED)

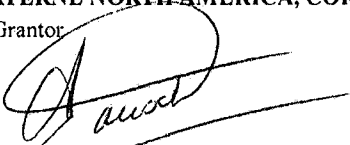
By: \_\_\_\_\_  
Name: Patrick BOUVY / Stéphanie PONSOT  
Title:

**MATERNE SAS,**  
as Grantor



By: LAROCQUE  
Name: \_\_\_\_\_  
Title: Président

**MATERNE NORTH AMERICA, CORP.,**  
as Grantor



By: LAROCQUE  
Name: \_\_\_\_\_  
Title: Président

*Signature Page to Limited Release*

ANNEX 1  
INTELLECTUAL PROPERTY

Trademarks

<b>Title</b>	<b>Reg. No. or Appln. No.</b>	<b>Reg. or App. Date</b>
GOGO SQUEEZ	3448165	6/17/2008