

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evenflo Company, Inc.		01/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Evenflo Feeding, Inc.		
Street Address:	225 Byers Road		
City:	Miamisburg		
State/Country:	OHIO		
Postal Code:	45342		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3119523	COMFORT ANGLE	
Registration Number:	2824106	COMFORT SELECT	
Registration Number:	3349798	ELAN	
Registration Number:	3188336	GLOW 'N' MOTION	
Registration Number:	1528057		
Registration Number:	3119522	SIPRITE	
Registration Number:	3177740	SURESIP	
CORRESPONDENCE DATA			
Fax Number:	(212)859-4000		
Phone:	212-859-8000		
Email:	teas@FFHSJ.COM,lebowhe@ffhsj.com,greenjaso@ffhsj.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:	Henry C. Lebowitz		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		

Address Line 4: New York, NEW YORK 10004-1903

ATTORNEY DOCKET NUMBER: 33636-1 LEBOWITZ

NAME OF SUBMITTER: Henry C. Lebowitz

Signature: /HCL/

Date: 02/09/2012

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this “**Assignment of Trademarks**”) effective as of January 31, 2012, is entered by and between Evenflo Company, Inc., a Delaware corporation (“**Evenflo**”) and Evenflo Feeding, Inc. (formerly known as US Asset Buyer, Inc.), a Delaware corporation (“**Assignee**”).

WHEREAS, Evenflo is the owner of those certain trademarks set forth in the attached Schedule A (the “**Marks**”);

WHEREAS, Evenflo, Kimberly-Clark de México, S.A.B. de C.V., a Mexico corporation (“**KCM**”), and Assignee, an indirect, wholly-owned subsidiary of KCM, are parties to that certain Purchase and Sale Agreement, dated as of January 13, 2012 (as amended and in effect from time to time, the “**Purchase Agreement**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignee is acquiring from Evenflo, and Evenflo is transferring to Assignee all of Evenflo’s right, title and interest in and to the Marks;

NOW THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Evenflo and Assignee hereby agree as follows:

(i) Conveyance and Acceptance. Evenflo hereby assigns, transfers and conveys to Assignee Evenflo’s entire right, title and interest in and to the Marks, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, the right to sue, either at law or in equity and the right to recover for any past, present or future infringements thereof and the right to initiate other proceedings before all government and administrative bodies with respect to the Marks.

(ii) Further Action. Evenflo agrees, at Assignee’s expense, to do all acts and take such further action, including the execution and acknowledgment of such additional documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Assignment of Trademarks.

(iii) Miscellaneous.

(a) This Assignment of Trademarks shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

(b) This Assignment of Trademarks will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

(c) This Assignment of Trademarks may be amended or modified only by a written instrument executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Trademarks under seal as of the date first set forth above.

EVENFLO COMPANY, INC.

By: Bill Gross
Name: Bill Gross
Title: Secretary

THE STATE OF OHIO

County of Montgomery

This instrument was executed before me on this 31 day of January 2012, by Bill Gross, the Secretary (title) of Evenflo Company, Inc., a Delaware corporation.

WITNESS my hand and official seal.

Anthony Bruzese
Notary Public in and for
The State of Ohio

Anthony Bruzese
Printed or Typed Name of Notary

My Commission Expires _____



ANTHONY E. BRUZESE, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

[Signature Page to Assignment of Trademarks]

SCHEDULE A

All US Feeding and Adjacencies Trademarks (as that term is defined in the Purchase Agreement) including the trademark registrations listed in A.1 and the unregistered trademarks listed in A.2 below.

1. Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Class(es)/Goods</u>
COMFORT ANGLE	United States of America	3,119,523	(21) CHILD BEVERAGE CUP
COMFORT SELECT	United States of America	2,824,106	(10) BREAST PUMPS
ELAN	United States of America	3,349,798	(10) INFANT NURSERS, MILK STORAGE CONTAINERS, NAMELY BOTTLES; NIPPLES FOR BABY BOTTLES, PACIFIERS FOR BABIES AND HOLDERS THEREOF, NAMELY CLIPS; TEETHING RINGS, CAP RINGS FOR BABY BOTTLES, NIPPLE COVERS FOR BABY BOTTLES, SEALING DISCS FOR BABY BOTTLES, AND BREAST PUMPS
GLOW 'N' MOTION	United States of America	3,188,336	(21) CHILD BEVERAGE CONTAINERS
Representation of a Bottle	United States of America	1,528,057	(10) FEEDING BOTTLES FOR INFANTS
SIPRITE	United States of America	3,119,522	(21) CHILDREN'S BEVERAGE CUP
SURESIP	United States of America	3,177,740	(21) CHILDREN'S DRINKING CONTAINERS AND VALVES THEREFOR

2. Unregistered Trademarks

- a. BBITO
- b. COMFI
- c. COZY
- d. PURELYCOMFI
- e. TRUVENT
- f. KID-TENSILS
- g. SNACK STACKERS