

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
Angelcare Development Inc.		05/31/2012	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	National Bank of Canada
Street Address:	600 de la Gauchetiere Street West
City:	Montreal, QC
State/Country:	CANADA
Postal Code:	H3B 4L2
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	75481446	ANGELCARE
Serial Number:	85617222	BABY WASH
Serial Number:	85617258	BABYWASH

**CORRESPONDENCE DATA**

Fax Number: 6173424001  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 6173424000  
 Email: PTOMailBoston@foley.com  
 Correspondent Name: Nicole Gage  
 Address Line 1: Foley & Lardner LLP  
 Address Line 2: 111 Huntington Avenue  
 Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	347225-0105
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DOMESTIC REPRESENTATIVE

OP \$90.00 75481446

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Nicole Gage
Signature:	/Nicole E. Gage/
Date:	06/04/2012

**Total Attachments: 14**

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**SECURITY AGREEMENT**

Dated May 31, 2012

From

ANGELCARE DEVELOPMENT INC.

As Grantor

To

NATIONAL BANK OF CANADA

as Lender

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## SECURITY AGREEMENT

SECURITY AGREEMENT dated as of May 31, 2012 made by Angelcare Development Inc. (a/k/a Les Development Angelcare Inc.), a Canadian corporation (the "Grantor"), to National Bank of Canada, as lender (the "Lender").

### PRELIMINARY STATEMENTS

1. WHEREAS, *inter alia*, Lender, and Le Holding Angelcare Inc. (the "Borrower"), as borrower of the Loans, have entered into a credit agreement dated as of the 23<sup>rd</sup> day of May, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

2. WHEREAS pursuant to the terms and conditions of the Credit Agreement, the Grantor has agreed to guarantee, in favor of the Lender, all of the Obligations and the Grantor has done so pursuant to a Guarantee, Subordination and Postponement of Claim Agreement dated as of May 23, 2012 among, *inter alios*, the Lender and Grantor (the "Guarantee");

3. AND WHEREAS it is a condition to the making of the Loans by the Lender that the Grantor shall have granted the assignment and security interest and made the assignment contemplated by this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and in order to induce the Lender to make available the Loans under the Credit Agreement, the Grantor hereby agrees with the Lender as follows:

Section 1. Incorporation of Credit Agreement Definitions. The capitalized words and expressions used in this Agreement or in any deed, document or instrument supplemental or ancillary hereto, unless otherwise defined herein or unless there be something in the subject or the context inconsistent therewith, shall have the same meaning as that ascribed to them at any time and from time to time in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the New York Uniform Commercial Code (the "New York Uniform Commercial Code") are used herein as therein defined.

Section 2. Grant of Security. The Grantor hereby assigns and grants and pledges to the Lender a continuing first priority security interest in the following (collectively, the "Collateral"):

(a) all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all General Intangibles, including without limitation:

(i) all patents and applications for a patent ("patent applications") in the United States, including, without limitation, each patent and patent application referred to in Exhibit B, Part 1 annexed hereto, together with any reissues,

continuations, continuations-in-part, divisions, modifications, substitutions or extensions thereof, and all invention disclosures related thereto (the "Patents");

(ii) all copyrights, whether registered or unregistered including all moral rights associated therewith and all renewals thereof (the "Copyrights");

(iii) all trademarks, service marks, trade names and trade dress and all trademark, service mark and trade dress registrations and applications for trademark, service mark or trade dress registrations in the United States (except for "intent to use" applications for registration filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or Section 1(d) of the Lanham Act has been filed and accepted by the United States Patent and Trademark Office), including without limitation those trademark, service mark and trade dress registrations and applications listed in Exhibit B, part 2 annexed hereto, and all rights corresponding thereto, together, in each case, with the goodwill of the business connected with the use of, and symbolized by each such trademark, service mark, trade name and trade dress, (the "Marks");

(iv) all income, royalties, damages and payments now and hereafter due and/or payable with respect to the General Intangibles (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof),

(v) all causes of action, past, present, or future, related to or arising from the General Intangibles, including, without limitation, all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks, Copyrights, and/or Patents or unfair competition regarding the same.

(b) all Proceeds of any and all of the foregoing Collateral (including, without limitation, Proceeds that constitute property of the types described in clauses (i) through (v) above) and, to the extent not otherwise included, all Proceeds of any and all of the foregoing Collateral in the form of (i) payments under insurance (whether or not the Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damages to or otherwise with respect to any of the foregoing Collateral and (ii) cash.

(c) If (i) any of the Collateral may not be assigned, subleased, charged or encumbered without the leave, license, consent or approval of the applicable counterparty, Governmental Entity or any other Person, or (ii) the assignment, sublease, charging or encumbering of any of the Collateral would constitute a breach of the terms of, or permit any Person to terminate, any contract, right, franchise, license, Approval or permit to which the Grantor is a party or of which the Grantor has the benefit (collectively, the "**Restricted Property**"), the creation and effecting of the security interest and assignment contemplated hereby on any Restricted Property is subject to the condition that any such leave, license, consent or approval, or such consent as is necessary to preclude the occurrence of an event described in (ii), as the case may be, be obtained. Upon obtaining the applicable leave, license, consent or approval, the security interest and assignment herein described will become effective and will thereafter continue in force and effect with

respect to the relevant Restricted Property without regard to this paragraph and without the necessity of any further act or delivery by any Person.

Section 3. Security for Obligations. This Agreement secures the payment and performance of the Obligations (as such term is defined in the Guarantee) (all such obligations being the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by the Grantor to the Lender under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

Section 4. Grantor Remains Liable. Anything herein to the contrary notwithstanding (a) the Grantor shall remain liable under the contracts and agreements included in the Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Lender of any of the rights hereunder shall not release the Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral and (c) the Lender shall have no obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Lender be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 5. Representations, Warranties and Covenants. The Grantor represents, warrants and covenants that each of the representations, warranties and covenants made by the Grantor in the Guarantee are incorporated herein by reference.

Section 6. Further Assurances.

(a) The Grantor agrees that from time to time, the Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that the Lender may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Grantor will upon the request of the Lender and during the existence and continuance of an Event of Default (a "Default") under the Credit Agreement, execute (as applicable) and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Lender may reasonably request, in order to perfect and preserve the assignment and security interest granted or purported to be granted hereby.

(b) The Grantor hereby authorizes the Lender to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the signature of the Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering its Collateral or any part thereof shall be sufficient as a financing statement where permitted by law, provided that this Agreement shall not be filed in lieu of a UCC financing statement.

Section 7. Lender Appointed Attorney-in-Fact. The Grantor hereby irrevocably appoints the Lender the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Lender's discretion, to take any action and to execute any instrument that the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of its Collateral;

(b) to receive, indorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and;

(c) to file any claims or take any action or institute any proceedings that the Lender may deem necessary or desirable for the collection of any of its Collateral or otherwise to enforce the rights of the Lender with respect to any of its Collateral;

provided, however, that the Lender agrees not to exercise any of the rights or powers described in this power of attorney unless a Default occurs.

Section 8. Lender May Perform. Upon the occurrence of a Default, the Lender may, itself perform, or cause performance of, such agreement, and the expenses of the Lender incurred in connection therewith shall be payable to the Grantor as provided in the Credit Agreement.

Section 9. Lender's Duties. The powers conferred on the Lender hereunder are solely to protect its interest in the Collateral and shall not impose any duties upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Lender shall have no duty as to any Collateral, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral. The Lender shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Lender accords its own property.

Section 10. Remedies. If any Default shall have occurred:

(a) The Lender may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the New York Uniform Commercial Code in effect at such time (provided the New York Uniform Commercial Code applies to the affected Collateral) and also may (i) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of the Lender forthwith, assemble all or part of such Collateral as directed by the Lender and make it available to the Lender at a place to be designated by the Lender that is reasonably convenient to both parties and (ii) without notice except as specified below, sell such Collateral or any part thereof in one or more parcels at public or private sale, at any of the Lender's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Lender may



deem commercially reasonable. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Lender shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash or cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Lender, be held by the Lender as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Lender pursuant to Section 12) in whole or in part by the Lender against, all or any part of the Secured Obligations in such order as specified in the Credit Agreement. Subject to the terms and conditions of the Credit Agreement, any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Secured Obligations shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive such surplus.

Section 11. Security Interest Absolute. The obligations of the Grantor under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against the Grantor to enforce this Agreement, irrespective of whether any action is brought against the Grantor under the Credit Agreement or any other Loan Document. All rights of the Lender and the assignment and security interest hereunder, and all obligations of the Grantor hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of any Loan Document or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment or waiver of or any consent to any departure from any Loan Document, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Grantor, or any of its subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Secured Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or any manner or other disposition of any collateral for all or any of the Secured Obligations; or

(e) any change, restructuring or termination of the corporate structure or existence of the Grantor or any of its Affiliates or Subsidiaries.

Section 12. Amendments; Waivers; Etc.

(a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Lender to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(c) Upon the execution and delivery by any Person of a supplement to this Agreement, in each case in substantially the form of Exhibit A hereto (each a "Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to an "Additional Grantor" and each reference in this Agreement to a "Grantor" shall also mean and be a reference to such Additional Grantor, and (ii) the supplements attached to each Security Agreement Supplement shall be incorporated into and become a part of and supplement the Schedules to this Agreement, as appropriate, and the Lender may attach such supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules as supplemented pursuant hereto.

Section 13. Notices. Any demands, notices, directions, requests or other communications provided for in this Agreement must be in writing and given in accordance with the Credit Agreement.

Section 14. Continuing Security Interest; Assignments under the Credit Agreement. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment and performance in full of the Secured Obligations, (b) be binding upon the Grantor, its successors and permitted assigns and (c) inure to the benefit of the Lender, and its successors, permitted transferees and permitted assigns. Notwithstanding the foregoing, the rights of the Grantor under this Agreement are purely personal and may therefore not be assigned or transferred, nor can the Grantor assign or transfer any of its obligations, any such assignment being null and void insofar as the Lender is concerned.

Section 15. Release and Termination.

(a) Upon any sale, lease, transfer or other disposition of any item of Collateral in accordance with the terms of the Loan Documents, the Lender will, at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted hereby; provided, however, that (i) at the time of such request and such release no Default shall have occurred, (ii) the Grantor shall have delivered to the Lender, at least ten Business Days prior to the date of the proposed release, a written request for release describing the item of Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of

release for execution by the Lender and a certification by the Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Lender may request, and (iii) the proceeds of any such sale, lease, transfer or other disposition shall be paid in accordance with the requirements of the Credit Agreement.

(b) Upon the payment and performance in full of the Secured Obligations, the assignment and security interest granted by the Grantor hereby shall terminate and all rights to the Collateral shall revert to the Grantor. Upon any such termination, the Lender will, at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

Section 16. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws (except as set forth in Section 5-1401 of the New York General Obligations Law), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York.

Section 17. Jurisdiction And Venue.

The Grantor hereby irrevocably

- (i) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive jurisdiction of the courts of the State of New York, in the county of New York, or, to the extent it has subject matter jurisdiction, to the jurisdiction of the United States District Court for the Southern District of New York, and appellate courts from any thereof,
- (ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same, and
- (iii) agrees that nothing contained herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right of the Lender on behalf of the Lenders to sue in any other jurisdiction.

Section 18. WAIVER OF JURY TRIAL. BY THE EXECUTION HEREOF, THE GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREES THAT:

(A) NEITHER THE GRANTOR, NOR ANY ASSIGNEE, SUCCESSOR, OR LEGAL REPRESENTATIVE OF ANY OF THE SAME SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE

ARISING FROM OR BASED UPON THIS AGREEMENT, OR ANY OTHER DOCUMENT OR TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES THERETO;

(B) NEITHER THE GRANTOR NOR THE LENDER WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED;

(C) THE PROVISIONS OF THIS SUBSECTION HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HEREOF AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS;

(D) NEITHER THE GRANTOR NOR THE LENDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES; AND

(E) THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER TO ENTER INTO THE LOANS.

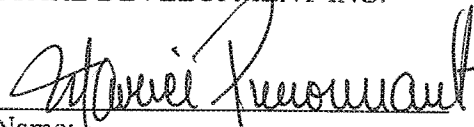
Section 19. Conflict. In the event of any conflict between the provisions of this Agreement and the Credit Agreement which cannot be resolved by both provisions being complied with, the provisions contained in the Credit Agreement will prevail to the extent of such conflict.

Section 20. Counterparts. This Agreement may be executed in any number of counterparts (including counterparts by facsimile or other electronic signature from which a printed copy can be made) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

**[The Remainder of this Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ANGELCARE DEVELOPMENT INC.

By   
Name:  
Title:

NATIONAL BANK OF CANADA



By   
Name:  
Title:  
By   
Name:  
Title:

EXHIBIT A

FORM OF SECURITY AGREEMENT SUPPLEMENT

\_\_\_\_\_, 2010

Attention: \_\_\_\_\_

Re: Security Agreement dated as of \_\_\_\_\_, 2012 made by [Name of Grantor] to \_\_\_\_\_.

Ladies and Gentlemen:

Reference is made to the above-captioned Security Agreement (such Security Agreement, as in effect on the date hereof and as it may hereafter be amended, modified or supplemented from time to time, being the "Security Agreement"). The terms defined in the Security Agreement and not otherwise defined herein are used herein as therein defined.

The undersigned hereby agrees, as of the date first above written, to become a Grantor under the Security Agreement as if it were an original party thereto and agrees that each reference in the Security Agreement to "Grantor" shall also mean and be a reference to the undersigned.

Subject to the terms and conditions of the Security Agreement, the undersigned hereby assigns to the Lender, and hereby grants to the Lender as security for the Secured Obligations a lien on and security interest in, all of the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and to the Collateral owned by the undersigned. The undersigned hereby certifies that such supplement is accurate and complete as of the date hereof.

The undersigned hereby makes each representation and warranty set forth or referred to in Section 5 of the Security Agreement to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as each other Grantor.

This letter shall be governed by, and construed in accordance with, the law of the State of New York.

THE UNDERSIGNED HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF THE OPERATIVE DOCUMENTS (AS DEFINED IN THE CREDIT AGREEMENT), THE TRANSACTIONS CONTEMPLATED THEREBY OR THE ACTIONS OF THE LENDER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

Very truly yours,

**[Name of Additional Grantor]**

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

Title:

**[Address of chief executive  
office]**

EXHIBIT B

PATENTS AND MARKS

Part 1

None registered in the United States.

Part 2

TRADE-MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	STATUS
ANGELCARE	United States	75-481446	2361228	registered
BABY WASH	United States	85/617222		application filed on May 4, 2012
BABYWASH	United States	85/617258		application filed on May 4, 2012