

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
GINSEY INDUSTRIES, INC.		06/29/2012	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC BANK, National Association
Street Address:	1600 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1766802	AQUASSAGE
Registration Number:	2441350	AQUATOUCH
Registration Number:	3945176	BEBE STAGES
Registration Number:	1563245	CLASSIQUE
Registration Number:	2103391	DESIGN TRENDS FASHION SOFT SEATS
Serial Number:	77786593	GELSPA
Registration Number:	3939075	GELSPA
Registration Number:	1156262	GINSEY
Registration Number:	3815800	GROWINGUPGREEN
Registration Number:	3804857	GROWINGUPGREEN
Registration Number:	3843054	I-GEN
Registration Number:	3958783	MADE WITH I-GEN 100% ECO-FRIENDLY PLASTIC
Registration Number:	2372108	
Registration Number:	2386953	

CH \$465.00 1766802

Registration Number:	3767742	SOFT GIGGLES
Registration Number:	3429669	SOFT GIGGLES
Registration Number:	3429696	SOFT GIGGLES
Registration Number:	2017366	SUREFOOT - THE ANYWHERE COMFORT MAT

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215.569.5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye, Esquire
Address Line 1: 130 N. 18th Street
Address Line 2: One Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-01238
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	07/30/2012

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 3rd day of July, 2012 by GINSEY INDUSTRIES, INC., a corporation formed under the laws of the Commonwealth of Pennsylvania (the "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, Grantor, Ginsey Holdings, Inc. ("Holdings") and Ginsey Holdings Acquisition Corp. ("Ginsey Acquisition," together with Holdings and Grantor, the "Borrowers"), Lenders and Agent are parties to a certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers (including Grantor) under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)


infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor.

4. Applicable Law. This Agreement shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York without regard to any conflicts of laws principles. Any judicial proceeding brought by Agent or any Lender with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the Commonwealth of Pennsylvania, United States of America, and, by execution and delivery of this Agreement, Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Grantor at its address set forth in Section 16.6 of the Loan Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Grantor in the courts of any other jurisdiction. Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Grantor waives the right to remove any judicial proceeding brought against Grantor in any state court to any federal court. Any judicial proceeding by Grantor against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Philadelphia, Philadelphia, Pennsylvania.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GINSEY INDUSTRIES, INC.

By: 
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: John J. Shields, Jr.
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

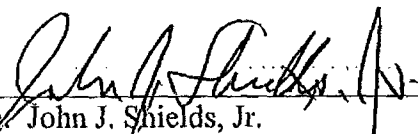
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GINSEY INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: John J. Shields, Jr.
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARKS										
Mark	Status	Country	Serial No	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
AQUASSAGE	Renewed	United States of America	74/243293	04-Feb-1992	14-Jul-1992	1766802	20-Apr-1993	Renewal	20-Apr-2013	Class: 27 Int. Rubber and plastic bathmats
AQUATOUCH BATH MAT	Registered	United States of America	75/536395	17-Aug-1998	11-Jan-2000	2441350	03-Apr-2001	Renewal	03-Apr-2021	Class: 27 Int. Rubber bath mats
BEBE STAGES	Registered	United States of America	77/792966	30-Jul-2009	22-Jun-2010	3945176	12-Apr-2011	Combined Declaration	12-Apr-2017	Class: 20 Int. Non-metal step stool Class: 21 Int. Potties for children
CLASSIQUE	Registered	United States of America	73/789646	27-Mar-1989	08-Aug-1989	1563245	31-Oct-1989	Renewal	31-Oct-2019	Class: 11 Int. Cushioned toilet seats
CLASSIQUE FASHION SOFT SEATS	Registered	Canada	702716	08-Apr-1992	30-Dec-1992	TMA420627	10-Dec-1993	Renewal	10-Dec-2023	Cushioned vinyl covered toilet seats
DESIGN TRENDS FASHION SOFT SEATS	Registered	United States of America	75/182699	16-Oct-1996	15-Jul-1997	2103391	07-Oct-1997	Renewal	07-Oct-2017	Class: 11 Int. Cushioned toilet seats
GELSPA and Design	Published	United States of America	77/786593	22-Jul-2009	01-Jun-2010			SOU or 3 rd EOT	27-Jan-2012	Class: 20 Int. Bath pillow
GELSPA and Design	Registered	United States of America	77/981420	22-Jul-2009	01-Jun-2010	3939075	29-Mar-2011	Combined Declaration	29-Mar-2017	Class: 27 Int. Bath mats
GINSEY	Registered	Canada	502586	29-Apr-1983		TMA287151	20-Jan-1984	Renewal	20-Jan-2014	Toilet seats; cushioned toilet seats
GINSEY	Renewed	United States of America	73/164834	03-Apr-1978	10-Mar-1981	1156262	02-Jun-1981	Renewal	02-Jun-2021	Class: 11 Int. Cushioned toilet seats
GROWINGUPGREEN	Allowed	United States of America	77/979613	19-Aug-2008	28-Jul-2009	3815800	06-Jul-2010	Combined Declaration	06-Jul-2016	Class: 20 Int. Wood step stool; booster seat Class: 21 Int.

SCHEDULE -1

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**TRADEMARK
REEL: 004831 FRAME: 0323**

TRADEMARKS										
Mark	Status	Country	Serial No	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
										Wood potty seats
GROWINGUPGREEN and Design	Registered	United States of America	77/979601	23-Sep-2008		3804857	15-Jun-2010	Combined Declaration	15-Jun-2016	Class: 20 Int. Wood step stool; booster seat Class: 21 Int. Wood potty seats
I-GEN	Registered	United States of America	77/864825	04-Nov-2009	16-Mar-2010	3843054	31-Aug-2010	Combined Declaration	31-Aug-2016	Class: 17 Int. Recycled plastic resin used in the manufacture of children's potty seats
I-GEN and Design	Registered	United States of America	77/843130	07-Oct-2009	27-Jul-2010	3958783	10-May-2011	Combined Declaration	10-May-2017	Class: 17 Int. Recycled plastic resin used in the manufacture of children's potty seats
Miscellaneous Design (Stylized Large Foot Design)	Registered	Mexico	452988	16-Oct-2000		687807	22-Jun-2001	Renewal	16-Oct-2020	Class: 27 Int. Skid resistant cushion, made from polyvinyl chloride (PVC) foam, for use on decks, and in kitchen, docks and poolside
Miscellaneous Design (Stylized Large Foot Design)	Registered	United States of America	75/556456	23-Sep-1998	09-May-2000	2372108	01-Aug-2000	Renewal	01-Aug-2020	Class: 27 Int. Skid resistant cushion mats, made from polyvinyl chloride (PVC) foam, for use in bathrooms, kitchens, and nurseries, and on decks, docks, and poolside

SCHEDULE - 1

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TRADEMARK
REEL: 004831 FRAME: 0324

TRADEMARKS										
Mark	Status	Country	Serial No	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
Miscellaneous Design (Stylized Small Foot Design)	Registered	Mexico	452987	16-Oct-2000		687806	27-Feb-2001	Renewal	27-Feb-2021	Class: 27 Int. Skid resistant cushion, made from polyvinyl chloride (PVC) foam, for use on decks, and in kitchen, docks and poolside
Miscellaneous Design (Stylized Small Foot Design)	Registered	United States of America	75/557900	23-Sep-1998	27-Jun-2000	2386953	19-Sep-2000	Renewal	19-Sep-2020	Class: 24 Int. Skid resistant cushion mats, made from polyvinyl chloride (PVC) foam, for use in bathrooms Class: 27 Int. Skid resistant cushion mats, made from polyvinyl chloride (PVC) foam, for use on decks, and in kitchens, nurseries, docks, and pool
SOFT GIGGLES	Registered	United States of America	76/399846	23-Apr-2002	26-Sep-2006	3767742	30-Mar-2010	Combined Declaration	30-Mar-2016	Class: 20 Int. Stools Class: 24 Int. Wash cloths
SOFT GIGGLES	Registered	United States of America	77/150043	05-Apr-2007	04-Mar-2008	3429669	20-May-2008	Combined Declaration	20-May-2014	Class: 35 Int. Retail and wholesale store services featuring juvenile products
SOFT GIGGLES (Stylized)	Registered	United States	77/156017	13-Apr-	04-Mar-	3429696	20-May-	Combined Declaration	20-May-	Class: 35 Int. Retail and

SCHEDULE - 1

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TRADEMARK
REEL: 004831 FRAME: 0325

TRADEMARKS										
Mark	Status	Country	Serial No	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
		of America		2007	2008		2008		2014	wholesale store services featuring juvenile products
SOFT INDULGENCE FASHION SEAT	Registered	Canada	761179	04-Aug-1994	07-Jun-1995	TMA481995	03-Sep-1997	Renewal	03-Sep-2012	Soft vinyl covered toilet seats
SUREFOOT – THE ANYWHERE COMFORT MAT	Registered	Canada	851120	17-Jul-1997	08-Jul-1998	TMA506343	11-Jan-1999	Renewal	11-Jan-2014	(1) Skid resistant cushion mat (2) Skid resistant cushion mat for use in bathrooms, decks, kitchens, nurseries, docks, and poolside
SUREFOOT – THE ANYWHERE COMFORT MAT	Registered	Mexico	14361	18-Oct-2000		22616	28-Sep-2001	Renewal	18-Oct-2020	Class: 27 Int. Skid resistant cushion, made from polyvinyl chloride (PVC) foam, for use on decks, and in kitchen, docks and poolside
SUREFOOT – THE ANYWHERE COMFORT MAT	Renewed	United States of America	75/003440	10-Oct-1995	09-Jul-1996	2017366	19-Nov-1996	Renewal	19-Nov-2016	Class: 27 Int. Skid resistant cushion mat for use in bathrooms, decks, kitchens, nurseries, docks, and poolside

PATENT REGISTRATIONS

PATENT TITLE	FILING DATE	PATENT NO.	REG. DATE	ASSIGNEE	ATTORNEY OF RECORD

SCHEDULE - 1

074658.01238/7129516v.6

**TRADEMARK
REEL: 004831 FRAME: 0326**

COPYRIGHTS

COPYRIGHTS				
Mark	Status	Country	Reg No	Reg Date
BETTY BUTTERFLY – Copyright	Registered	United States of America	VA0001139848	15-May-2002
CALICO CAT TOILET LID COVER – Copyright	Registered	United States of America	VA0001227826	15-May-2002
CHILLY SNOWMAN TOILET LID COVER – Copyright	Registered	United States of America	VA0001227822	25-Sep-2003
DAVID THE DUCK – Copyright	Registered	United States of America	VA0001139849	15-May-2002
FELICIA FISH – Copyright	Registered	United States of America	VA0001139847	01-May-2002
FREDERICK FROG – Copyright	Registered	United States of America	VA0001039845	15-May-2002
FRIEDA FISH TOILET LID COVER – Copyright	Registered	United States of America	VA0001227824	02-Sep-2003
LUCILLE LADYBUG – Copyright	Registered	United States of America	VA0001139844	01-May-2002
MELVIN THE DUCK TOILET LID COVER – Copyright	Registered	United States of America	VA0001227825	25-Sep-2003
PHOEBE FISH TOILET LID TOPPER – Copyright	Registered	United States of America	VA0001227820	25-Sep-2003
SANTA NICK TOILET LID COVER – Copyright	Registered	United States of America	VA0001227821	02-Sep-2003
SUPER DUCK TOILET LID COVER – Copyright	Registered	United States of America	VA0001227823	25-Sep-2003
SUREFOOT – Copyright	Registered	United States of America	VA000919361	02-Aug-2000
SUREFOOT – Copyright	Registered	United States of America	VA0000919361	28-Sep-1998
SUREFOOT – Copyright	Registered	United States of America	VA0000919362	02-Sep-1998
THEODORE TURTLE – Copyright	Registered	United States of America	VA0001139846	01-May-2002

SCHEDULE -1

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TRADEMARK
REEL: 004831 FRAME: 0327

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 2nd day of July, 2012, before me personally appeared _____, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of _____; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Notary Public
My Commission Expires:

POWER OF ATTORNEY

GINSEY INDUSTRIES, INC. (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, and Grantors, Ginsey Holdings, Inc. and Ginsey Holdings Acquisition Corp. dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

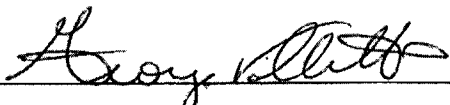
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney,
this 29 day of June, 2012.

GINSEY INDUSTRIES, INC.

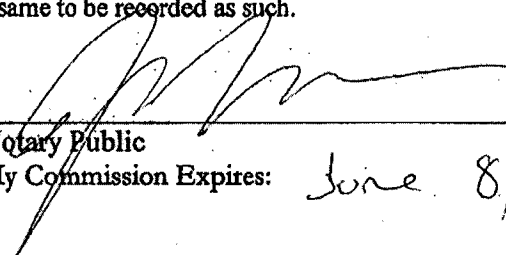
By: 
Name: _____
Title: _____

**[SIGNATURE PAGE TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]**

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey : SS
COUNTY OF Camden :

On this 2nd of June, 2012, before me personally appeared George Valletti, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Gray Industries that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public

My Commission Expires:

June 8, 2014

[ACKNOWLEDGMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]