TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The William Carter Company		08/31/2012	CORPORATION: MASSACHUSETTS
Oshkosh B'Gosh, Inc.		08/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 S. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85196727	LITTLE OCCASIONS
Serial Number:	85334087	CARTER'S
Serial Number:	85662164	SIMPLE JOYS
Serial Number:	85662195	SIMPLE JOYS
Serial Number:	85662210	SIMPLE JOYS
Serial Number:	85662223	SIMPLE JOYS
Serial Number:	85329710	JUST ONE YOU
Registration Number:	3955844	PRECIOUS FIRSTS
Registration Number:	4174775	OSHKOSH B'GOSH THE GENUINE ARTICLE
Registration Number:	3989528	BABY B'GOSH
Serial Number:	85300401	GENUINE KIDS FROM OSHKOSH B'GOSH
Registration Number:	1588981	OSHKOSH B'GOSH VESTBAK GENUINE ARTICLE

OP $315.00 85196727

CORRESPONDENCE DATA

Fax Number:

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

Phone:	212-701-3345
Email:	david.adams@thomsonreuters.com
Correspondent Name:	James P. Murphy, Legal Assistant
Address Line 1:	80 Pine Street
Address Line 2:	Cahill Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy
Signature:	/david adams TR/
Date:	08/31/2012

Total Attachments: 7

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EXECUTION VERSION

Trademark Security Agreement

Trademark Security Agreement, dated as of August 31, 2012, by The William Carter Company, a Delaware corporation, and OshKosh B'Gosh, Inc., a Delaware corporation, (individually, a "Pledgor" and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated October 15, 2010 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Pages Follow]

TRADEMARK
REEL: 004853 FRAME: 0921

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THE WILLIAM CARTER COMPANY,

as Pledgor

By: _____
Name: Richard F. Westenberger
Title: Chief Financial Officer

OSHKOSH B'GOSH, INC.,

as Pledgor

By: _____
Name: Richard F. Westenberger
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name: DON B. PINSON
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Title	Owner	Ser. No.	Appl. Date	Reg. No.	Reg. Date
LITTLE OCCASIONS	The William Carter Company	85/196727	12/13/2010		
CARTER'S	The William Carter Company	85/334087	5/31/2011		
SIMPLY JOYS	The William Carter Company	85/662164	6/26/2012		
SIMPLY JOYS	The William Carter Company	85/662195	6/26/2012		
SIMPLY JOYS	The William Carter Company	85/662210	6/26/2012		
SIMPLY JOYS	The William Carter Company	85/662223	6/26/2012		
JUST ONE YOU	The William Carter Company	85/329710	05/25/2011		
PRECIOUS FIRSTS	The William Carter Company	77/981437	12/10/2009	3955844	5/3/2011
OSHKOSH B'GOSH THE GENUINE ARTICLE Patch Design	OshKosh B'Gosh, Inc.	85/469297	11/10/2011	4174775	7/17/2012
BABY B'GOSH	OshKosh B'Gosh, Inc.	85/178050	11/16/2010	3989528	7/5/2011
GENUINE KIDS FROM OSHKOSH B'GOSH	OshKosh B'Gosh, Inc.	85/300401	4/20/2011		
OSHKOSH B'GOSH VESTBAK GENUINE ARTICLE & Design	OshKosh B'Gosh, Inc.	73/781936	2/21/1989	1588981	3/27/1990