

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
Jefferies Finance LLC, as Collateral Agent		07/09/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GE Canada Finance Holding Company, as successor Collateral Agent
Street Address:	123 Front Street West
Internal Address:	Suite 1400
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2M2
Entity Type:	Unlimited Liability Company: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4207242	DELSEA FARMS
Serial Number:	85705242	KIDS ON THE GO

CORRESPONDENCE DATA

Fax Number: 2127557306
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-326-3939
 Email: NYTEF@JONESDAY.COM
 Correspondent Name: Evan C. Palenschat
 Address Line 1: 222 East 41st Street
 Address Line 2: Jones Day
 Address Line 4: New York, NEW YORK 10017

DOMESTIC REPRESENTATIVE

CH \$65.00 4207242

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

NAME OF SUBMITTER:	Evan C. Palenschat
Signature:	/Evan C. Palenschat/
Date:	07/12/2013

Total Attachments: 8

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AMENDMENT AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Amendment and Assignment of Trademark Security Agreement dated as of July 9, 2013 (this "Amendment"), is made by and among Jefferies Finance LLC, as the resigning Collateral Agent (in such capacity, "**Existing Agent**"), GE Canada Finance Holding Company, as the successor Collateral Agent (in such capacity, "**Successor Agent**") and by each person listed on Schedule 1 hereto (collectively, the "**Pledgors**").

RECITALS

WHEREAS, the Pledgors are party to a U.S. Security Agreement, dated as of August 12, 2011 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time the "**U.S. Security Agreement**") in favor of Jefferies Finance LLC, as Collateral Agent;

WHEREAS, pursuant to the U.S. Security Agreement the Pledgors executed that certain Trademark Security Agreement dated as of April 26, 2013 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), in favor of Jefferies Finance LLC, as Collateral Agent under the Term Loan Agreement (as defined below), which Trademark Security Agreement was recorded in the United States Patent and Trademark Office on April 26, 2013 at Reel 005015, Frame 0192;

WHEREAS, pursuant to the Trademark Security Agreement, each of the Pledgors granted to Jefferies Finance, LLC, as Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to, among other things, all of Pledgors' rights, title and interest in and to the Trademark Collateral, including the registered trademarks and trademark applications listed on Attachment 1 hereto;

WHEREAS, pursuant to that certain Agency Transition Agreement dated as of July 9, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Agency Transition Agreement**") by and among the Existing Agent as resigning Administrative Agent and resigning Collateral Agent (and resigning in all other representative, agent or trustee capacities under the Loan Documents), the Successor Agent, as successor Administrative Agent and successor Collateral Agent, and the other parties thereto, effective upon the Agency Transition Effective Date (as defined in Section 8.1 of the Agency Transition Agreement), the Successor Agent will be appointed as the new Administrative Agent and Collateral Agent (the "**Agency Transfer**") in accordance with that certain Term Loan Agreement, dated as of August 12, 2011, as amended by the Amendment No. 1 and Waiver dated as of November 21, 2011 (as further amended, amended and restated, supplemented or otherwise modified in accordance with the terms thereof, the "**Term Loan Agreement**") and pursuant to the direction of the Required Lenders and Borrower thereunder;

WHEREAS, the Successor Agent has agreed to accept such assignment from the Existing Agent pursuant to the Agency Transition Agreement; and

WHEREAS, the parties hereto desire to execute this Amendment for the purposes of (i) amending the Trademark Security Agreement in certain respects to reflect the Agency Transfer and (ii) evidencing the Agency Transfer in any filing office at which the Trademark Security Agreement was filed.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors, the Existing Agent and the Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

2. Amendment of Trademark Security Agreement. The Trademark Security Agreement is hereby amended such that the Successor Agent shall replace the Existing Agent as Collateral Agent under the Trademark Security Agreement. All references to “Collateral Agent” in the Trademark Security Agreement shall hereafter refer to GE Canada Finance Holding Company in such capacity.

3. Resignation and Assignment. The Existing Agent does hereby assign and transfer all of its interests in, to and under the Trademark Security Agreement, and all obligations of Existing Agent thereunder, to the Successor Agent. The Successor Agent hereby accepts such assignment and assumes all obligations of Existing Agent under the Trademark Security Agreement. The Existing Agent does hereby cease to be the Collateral Agent under the Trademark Security Agreement, shall be deemed to have resigned in such capacity and shall have no further duties or obligations thereunder in any capacity. The execution and delivery of this Amendment shall not in any way affect or modify the liability or obligations of the Pledgors under the Trademark Security Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment, all of the obligations and liabilities of the Pledgors under the Trademark Security Agreement shall be and remain enforceable by the Successor Agent, or by its successors and assigns, against the Pledgors.

4. Inconsistency: In the event of any inconsistency or ambiguity between this Amendment and the Agency Transition Agreement, the Agency Transition Agreement shall prevail and control.

5. Severability. In case any provision of or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

6. Section Titles. Section and subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

7. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

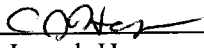
8. APPLICABLE LAW. THIS AMENDMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

9. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission or email (in .pdf or .tif format) transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

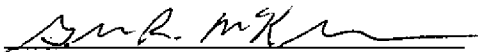
JEFFERIES FINANCE, LLC,
as Existing Agent

By: 
Name: E. Joseph Hess
Title: Managing Director

GE CANADA FINANCE HOLDING COMPANY,
as Successor Agent

By: 
Name: Italo Fortino
Its: Duly Authorized Signatory

CLEMENT PAPPAS AND COMPANY, INC.,
as Pledgor

By: 
Name: Glenn R. McKellar
Its: Controller

Amendment and Assignment of Trademark Security Agreement (U.S. Security Agreement)

TRADEMARK
REEL: 005068 FRAME: 0645

SCHEDULE 1

PLEDGORS

NAME	ADDRESS
Clement Pappas and Company, Inc.	1 Collins Drive, Suite 200 Carneys Point, NJ 08069-3600

ATTACHMENT 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.	APPLICATION NO.	FILING DATE	ISSUE DATE
Clement Pappas and Company, Inc.	Delsea Farms	USA	4207242	85337615	6/3/2011	9/11/2012

Trademark Application:

PLEDGOR OWNER	MARK	COUNTRY	APPLICATION NO.	FILING DATE
Clement Pappas and Company, Inc.	Kids On the Go	USA	85705242	8/16/2012