

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

<i>DOMESTIC TRADEMARKS</i>					
No.	Country	Mark	Application No.	Registration No.	Registration Date
1.	USA	All In Onesies	76/330777	2615158	9/3/2002
2.	USA	All-In-One	77/375241	3613428	4/28/2009
3.	USA	Always Baby	75/862155	2521713	12/25/2001
4.	USA	Beginnings the Best Place to Start	77/665132	3748562	2/16/2010
5.	USA	Bundle of Love	76/365263	2666232	12/24/2002
6.	USA	Funsie Onesies	76/417525	2711179	4/29/2003
7.	USA	New Beginnings and Design	73/525409	1369152	11/5/1985
8.	USA	Onesies	76/156608	2549557	3/19/2002
9.	USA	Onesies and Design	73/404862	1292981	9/4/1984
10.	USA	Onesies and Design	77/377682	3488401	8/19/2008
11.	USA	Real Moms Deserve Real Rewards	77/955450	3932559	3/15/2011
12.	USA	Sam & Sally	77/824123	3982122	6/21/2011
13.	USA	Sam & Sally	77/981038	3909352	1/18/2011
14.	USA	Sweet Expressions	75/844959	2423158	1/23/2001
15.	USA	Tender Expressions	75/845805	2632341	10/8/2002
16.	USA	The One and Only Onesies Brand	77/614076	3825903	7/27/2010
17.	USA	Twosies and Design	73/537924	1372729	11/26/1985
18.	USA	EZ-Cover	76/433869	2713418	5/6/2003
19.	USA	Onesies	85/898887	----	App Date: 4/9/13



**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made as of this 15th day of October, 2013 between **GERBER CHILDRENSWEAR LLC** ("Client"), having its chief executive office at 7005 Pelham Road, Greenville, South Carolina 29615 and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Factor"), having a place of business at 100 Park Avenue, New York, New York 10017.

WITNESSETH:

WHEREAS, Factor has entered or is about to enter into certain financing arrangements with Client pursuant to that certain Factoring Agreement dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Factoring Agreement"), pursuant to which Factor may purchase accounts and may make loans and advances and provide other financial accommodations to Client, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Factoring Agreement, and the Other Agreements (as defined in the Factoring Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Factor to enter into the Factoring Agreement and the other Financing Agreements and to purchase accounts and make loans and advances and provide other financial accommodations to Client pursuant thereto, Client has agreed to grant to Factor certain collateral security as set forth herein;

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

1. DEFINED TERMS

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Factoring Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Client hereby grants to Factor, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Client's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Client's business symbolized by the foregoing or

connected therewith, and (vi) all of Client's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Client against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Client in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Client, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Factor's rights under the Financing Agreements. Notwithstanding anything set forth herein to the contrary, the Collateral shall not include, and no assignment shall be made with respect to, any Trademark License or similar licenses to the extent the related license agreement between Client and the licensor prohibits such assignment or security interest.

3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Factor pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or any other agreement or by operation of law, now or hereafter owing by Client to Factor or to any affiliate of Factor. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future clients of Factor, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Client's account under the Factoring Agreement, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Client as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Client hereby represents, warrants and covenants with and to Factor the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Factor to Client under the Financing Agreements:

- (a) Client shall pay and perform all of the Obligations according to their terms.
- (b) All of the existing Trademark registrations owned by Client forming part of the Collateral are subsisting and in full force and effect, and, except as set forth in Schedule 4(b) attached

hereto, Client owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Client shall, at Client's sole expense, perform all acts and execute all documents reasonably necessary or, in Factor's reasonable discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral subsisting and in full force and effect, including the filing of any renewal affidavits and applications, unless otherwise required, or not permitted or valid, under applicable law and except as may be determined by Client not to be worthwhile, necessary, advisable or in the best interests of Client and/or its business in Client's reasonable business judgment with respect to the applicable Trademarks. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 31 below; and (iii) the security interests previously granted by Client with respect to the Collateral listed in Schedule 4(b), for which Client shall cause to be delivered to Factor releases by the applicable secured parties upon execution and delivery of this Agreement.

(c) Client shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral (other than in the ordinary course of conducting its business), or otherwise dispose of any of the Collateral, in each case without the prior written consent of Factor, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Factor to any such action, except as such action is expressly permitted hereunder.

(d) Client shall, at Client's sole expense, promptly perform all acts and execute all documents reasonably requested at any time by Factor to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Client hereby authorizes Factor to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Factor or as otherwise determined by Factor. Client further authorizes Factor to have this Agreement or a short-form grant of security interest referring and subject to this Agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Client does not own any registrations or pending applications for any Trademarks in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Client shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Factor five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Factor's exercise of the rights and remedies granted to Factor hereunder upon the occurrence of an Event of Default.

(g) Upon the occurrence of an Event of Default, Factor may, in its sole and absolute discretion, pay any amount or do any act which Client fails to pay or do as required hereunder or as requested by Factor to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Client shall be liable to Factor for any such payment, which payment shall be deemed an advance by Factor to Client, shall be payable on demand together with interest at the highest rate then applicable to the

indebtedness of Client to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

(h) If, after the date hereof, Client shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Client shall provide to Factor a report listing any such new Trademark registrations or applications and any material legal claims asserted by or against Client relating to the Trademarks on an annual basis. Upon the request of Factor, Client shall promptly execute and deliver to Factor any and all agreements, instruments, documents and such other papers as may be reasonably requested by Factor to evidence the security interests in and conditional assignment of such Trademark in favor of Factor.

(i) Client has not abandoned any of the Trademarks and Client shall not knowingly do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable, unless otherwise required, or not permitted or valid, under applicable law and except as may be determined by Client not to be worthwhile, necessary, advisable or in the best interests of Client and/or its business in Client's reasonable business judgment with respect to the applicable Trademarks. The above-stated obligations shall not be deemed to require that Client use or enforce a Trademark to prevent a registration for such Trademark from becoming canceled, abandoned or otherwise unenforceable or vulnerable to cancellation, invalidation or enforceability in connection with goods or services and/or in a country with respect to which the Client does not currently use such Trademark (whether directly or through a licensee) and does not plan to use such Trademark in the future. Schedule 4(i) sets forth a list of legal proceedings involving the Trademarks pending as of the date of this Agreement. Client shall notify Factor promptly if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted which is not already listed in Schedule 4(i).

(j) Client shall render any assistance, as Factor shall reasonably determine is necessary or advisable, to Factor in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Client's exclusive property and to protect Factor's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings, unless otherwise required, or not permitted or valid, under applicable law and except as may be determined by Client not to be worthwhile, necessary, advisable or in the best interests of Client and/or its business in Client's reasonable business judgment with respect to the applicable Trademarks.

(k) Except as set forth in Schedule 4(k) attached hereto, no infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Factor, including the validity, priority or perfection of the security interest granted herein or the remedies of Factor hereunder. Except as set forth in Schedule 4(k) attached hereto, there has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Client shall promptly notify Factor if Client (or any affiliate thereof) learns of any other act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Factor, Client, at Client's sole expense, shall join with Factor in such action as Factor may reasonably deem advisable for the protection

of Factor's interest in and to any or all of the Trademarks, unless otherwise required, or not permitted or valid, under applicable law.

(l) Client assumes all responsibility and liability arising from the use of the Trademarks and Client hereby indemnifies and holds Factor harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Client (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Client (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Factoring Agreement.

(m) Client shall promptly pay Factor for any and all expenditures made by Factor pursuant to the provisions of this Agreement for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, and reasonable collection charges, travel expenses and attorneys' fees and legal expenses. Such expenditures shall be payable in the same manner as set forth in Section 6.1 of the Factoring Agreement and shall be part of the Obligations secured hereby.

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Factor, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, Factor shall have the following rights and remedies which may be exercised without notice to, or consent by, Client except as such notice or consent is expressly provided for hereunder:

(a) Factor may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Factor by Client or any affiliate of Client or for such other reason as Factor may determine.

(b) Factor may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Factor shall in its sole and absolute discretion deem appropriate, provided that such licenses do not violate Client's obligations under, or otherwise conflict with the rights of existing licensees under other licenses previously granted to third parties by Client, and provided further with respect to any Collateral that is owned by a third party and licensed to Client, that such license grant by Factor is permitted under the terms of the applicable license agreement between Client and such third party licensor, and any required consent from the applicable third party licensor is obtained in writing prior to granting of such license by Factor. Subject to the foregoing provisions, such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Factor may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Client of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Client of any proposed disposition shall be deemed reasonable notice thereof and Client waives any other notice with respect thereto. Factor shall have the power to buy the Collateral or any part thereof, and Factor shall also have the power to execute assurances and perform all other acts which Factor may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Factor may at any time execute and deliver on behalf of Client, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Client agrees to pay Factor on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Client agrees that Factor has no obligation to preserve rights to the Trademarks against any other parties.

(e) Factor may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Factor. Thereafter, Factor may apply any remaining proceeds to such of the Obligations as Factor may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Client shall remain liable for any such deficiency and shall pay Factor on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement.

(f) Client shall supply to Factor or to Factor's designee, Client's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Factor to take any such action at any time. All of Factor's rights and remedies, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. **JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW**

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Client and Factor expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Client and Factor irrevocably waive all claims, obligations and defenses that Client or Factor, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Factor to bring proceedings against Client in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) FACTOR AND CLIENT DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Client waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Factor shall not have any liability to Client (whether in tort, contract, equity or otherwise) for losses suffered by Client in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Factor that the losses were the result of Factor's acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hercof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Factor shall have the right to assign this Agreement; Client shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Factor and Client and their respective successors and assigns.

(d) No failure or delay by Factor in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Factor's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Factor may have. No waiver by Factor will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Client acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Client and Factor have executed this Agreement as of the day and year first above written.

GERBER CHILDRENSWEAR LLC

By: Gary F. Simmons
Name: Gary F. Simmons
Title: President

Address: 7005 Pelham Road
Greenville, South Carolina 29615

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: Authorized Signatory

Address: 100 Park Avenue
New York, New York 10017

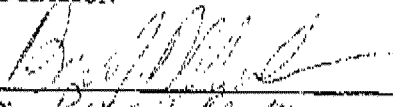
IN WITNESS WHEREOF, Client and Factor have executed this Agreement as of the day and year first above written.

GERBER CHILDRENSWEAR LLC

By: _____
Name: _____
Title: _____

Address: 7005 Pelham Road
Greenville, South Carolina 29615

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: Robert J. ...
Title: Authorized Signatory

Address: 100 Park Avenue
New York, New York 10017

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

DOMESTIC TRADEMARKS					
No.	Country	Mark	Application No.	Registration No.	Registration Date
1.	USA	All In Onesies	76/330777	2615158	9/3/2002
2.	USA	All-in-One	77/375241	3613428	4/28/2009
3.	USA	Always Baby	75/862155	2521713	12/25/2001
4.	USA	Beginnings the Best Place to Start	77/665132	3748562	2/16/2010
5.	USA	Bundle of Love	76/365263	2666232	12/24/2002
6.	USA	Funsie Onesies	76/417525	2711179	4/29/2003
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8.	USA	Onesies	76/156608	2549557	3/19/2002
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13.	USA	Sam & Sally	77/981038	3909352	1/18/2011
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15.	USA	Tender Expressions	75/845805	2632341	10/8/2002
16.	USA	The One and Only Onesies Brand	77/614076	3825903	7/27/2010
17.	USA	Twosies and Design	73/537924	1372729	11/26/1985
18.	USA	FZ-Cover	76/433869	2713418	5/6/2003
19.	USA	Onesies	85/898887	---	App Date: 4/9/13
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No.	Country	Mark	Application No.	Registration No.	Registration Date
20.	Canada	All-In-One	1380203	TMA773198	7/29/2010
21.	Argentina	Onesies	2.748.354	2.227.776	4/23/2008
22.	Belize	Onesies	4735.07	4735.07	10/22/2007
23.	Brazil	Onesies	829190201	---	App Date: 6/11/07
24.	Canada	Onesies	1380012	TMA734663	2/18/2009
25.	China P.R.	Onesies	2000178299	1697212	1/14/2002
26.	China P.R.	Onesies	6065074	6065074	3/28/2010
27.	European Union	Onesies	008298382	008298382	7/5/2010
28.	Costa Rica	Onesies	2007-0005417	173706	4/28/2008
29.	Dominican Republic	Onesies	2004-37680	141472	4/15/2001
30.	El Salvador	Onesies	E-67260/2007	198800K106	5/26/2008
31.	Guatemala	Onesies	2007-4856	155125	3/4/2008
32.	Guatemala	Onesies	M-11020-2000	111917	7/27/2001
33.	Honduras	Onesies	17.005-2007	102.966	11/23/2007
34.	Hong Kong	Onesies	302147751	---	App Date: 1/30/12
35.	India	Onesies	1560370	1560370	3/19/2009
36.	Japan	Onesies	2009-37864	5285221	12/4/2009
37.	Malaysia	Onesies	[TRD]	---	App Date: 3/27/12
38.	Mexico	Onesies	460667	703981	6/26/2001
39.	Nicaragua	Onesies	2007-01736	0800986	5/6/2008
40.	Panama	Onesies	163612-01	163612-01	5/6/2008
41.	Singapore	Onesies	T1201097C	T1201097C	6/8/2012
42.	United Arab Emirates	Onesies	96149	100885	3/23/2010
43.	Venezuela	Onesies	11861-2007	P285017	4/21/2008
44.	Canada	Onesies and Design	1380343	TMA733939	2/5/2009
45.	Chile	Onesies and Design	515.057	934.327	10/11/2011
46.	Colombia	Onesies and Design	00-084433	238867	6/26/2001
47.	Peru	Onesies and Design	117292	70581	3/30/2001
48.	Venezuela	Onesies and Design	1414-2001	P291804	3/3/2009

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK LICENSES

[See Attached]

Gerber Childrenswear LLC

In-bound and Out-bound TM Licenses

Inbound

Trademark

Gerber
Lamaze
Jockey
Seal of Cotton
Curly
Ginetex Care Labels
NFL

Licensor

Gerber Products Co.
Lamaze International, Inc.
Jockey International, Inc.
Cotton Incorporated
The Kendall Company
Ginetex
NFL Properties LLC

Outbound

Trademark

Gerber
Toniesies™
Gerber
Gerber
Toniesies™

Licensor / Sublicensor

Gerber Childrenswear LLC
Gerber Childrenswear LLC
Gerber Childrenswear LLC
Gerber Childrenswear LLC

Licensee/Sublicensee

A. D. Sutton & Sons
Bon Bini, LLC dba Stepping Stones
LF Asia
LF Asia

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____ in the year 2013, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

[Special Power of Attorney to Trademark Agreement]

TRADEMARK
REEL: 005144 FRAME: 0397

SCHEDULE 4(b)

- (a) the liens and security interests in favor of Factor;
- (b) liens for unpaid taxes, assessments or other governmental charges or levies that are not yet delinquent;
- (c) judgment liens arising solely as a result of the existence of judgments, orders or awards that do not constitute an Event of Default (as defined in the Factoring Agreement), and
- (d) purchase money liens on Equipment (as defined in the Factoring Agreement) securing purchase money indebtedness so long as (i) such lien attaches only to the Equipment purchased and proceeds thereof, (ii) such lien only secures the indebtedness that was incurred to acquire such Equipment and (iii) the cost of the Equipment subject to purchase money liens shall not during any fiscal year exceed \$25,000 for any one purchase or \$50,000 in the aggregate and (iv) as of the date of incurrence or grant of such purchase money lien and after giving effect thereto, no Event of Default (as defined in the Factoring Agreement) exists.

SCHEDULE 4(i)

"Reference is hereby made to *Gerber Childrenswear LLC v. Munchkin, Inc.*, Opposition No. 91210442, United States Patent and Trademark Office, Trademark Trial and Appeal Board (filed April 30, 2013)."

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TRADEMARK
REEL: 005144 FRAME: 0399

SCHEDULE 4(k)

"Reference is hereby made to *Gerber Childrenswear LLC v. Munchkin, Inc.*, Opposition No. 91210442, United States Patent and Trademark Office. Trademark Trial and Appeal Board (filed April 30, 2013)."

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