# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Confirmatory Grant of Security Interest in United States Trademarks |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| SKIP HOP, INC. | | 11/22/2013 | CORPORATION: NEW YORK |

RECEIVING PARTY DATA

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|---|---|
| Name: | U.S. Bank National Association, as Agent |
| Street Address: | 800 Nicollet Mall |
| City: | Minneapolis |
| State/Country: | MINNESOTA |
| Postal Code: | 55042 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 21

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 4313777 | ALWAYS A LEAP AHEAD |
| Registration Number: | 4276517 | COMPLETE SHEET |
| Registration Number: | 4111402 | ALWAYS A LEAP AHEAD |
| Registration Number: | 4102045 | ALWAYS A LEAP AHEAD |
| Registration Number: | 4099153 | ALWAYS A LEAP AHEAD |
| Registration Number: | 4084006 | ALWAYS A LEAP AHEAD |
| Registration Number: | 4083414 | HUG & HIDE |
| Registration Number: | 4062714 | ZOO |
| Registration Number: | 4044918 | ZOO |
| Registration Number: | 4044915 | ZOO |
| Registration Number: | 4044908 | ZOO |
| Registration Number: | 3165273 | SKIP HOP |
| Registration Number: | 3865923 | CHELSEA & MAIN |
| Registration Number: | 3872137 | ZOO PACKS |

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|---|---|---|
| Registration Number: | 3663679 | SKIP HOP |
| Registration Number: | 3663502 | SKIP HOP |
| Registration Number: | 3663501 | SKIP HOP |
| Registration Number: | 3591986 | SKIP HOP |
| Registration Number: | 3663494 | SKIP HOP |
| Registration Number: | 3003466 | SKIP * HOP |
| Registration Number: | 3292662 | PRONTO! |

CORRESPONDENCE DATA


Fax Number: 6123408827

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

Phone: 612-343-2178

Email: ip.docket@dorsey.com

Correspondent Name: Elizabeth C. Buckingham

Address Line 1: DORSEY & WHITNEY LLP, 50 So. 6th Street

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402-1498


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|---|---|
| ATTORNEY DOCKET NUMBER: | M242659 |
| NAME OF SUBMITTER: | Elizabeth C. Buckingham |
| Signature: | /Elizabeth C. Buckingham/ |
| Date: | 11/22/2013 |

Total Attachments: 4

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# CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of November 22, 2013, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS Skip Hop Holdings, Inc., a Delaware corporation, Skip Hop, Inc. a New York corporation (the "Borrower"), the Lenders, and the Secured Party are parties to that certain Credit Agreement dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed, among other things, to extend to the Borrower certain credit accommodations;

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than inchoate indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.



TRADEMARK
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(c) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use the mark—which are identified and marked with an asterisk in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

(d) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

SKIP HOP, INC.

By: _____
Name: Michael Diamant
Title: Chief Executive Officer and Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

**Exhibit A - SCHEDULE OF TRADEMARKS**

| *Grantor* | *Jurisdiction* | *Trademark / Service Mark* | *Registration No.* | *Registration Date* | *Status* |
|---|---|---|---|---|---|
| Skip Hop, Inc. | US | TOOLS FOR TODDLERS! | 85974444 (application no.) | 7/1/13 (filing date) | Pending |
| Skip Hop, Inc. | US | SKIP HOP | 85660152 (application no.) | 6/25/12 (filing date) | Pending |
| Skip Hop, Inc. | US | ALWAYS A LEAP AHEAD | 4313777 | 4/2/13 | Registered |
| Skip Hop, Inc. | US | COMPLETE SHEET | 4276517 | 1/15/13 | Registered |
| Skip Hop, Inc. | US | ALWAYS A LEAP AHEAD | 4111402 | 3/13/12 | Registered |
| Skip Hop, Inc. | US | ALWAYS A LEAP AHEAD | 4102045 | 2/21/12 | Registered |
| Skip Hop, Inc. | US | ALWAYS A LEAP AHEAD | 4099153 | 2/14/12 | Registered |
| Skip Hop, Inc. | US | ALWAYS A LEAP AHEAD | 4084006 | 1/10/12 | Registered |
| Skip Hop, Inc. | US | HUG & HIDE | 4083414 | 1/10/12 | Registered |
| Skip Hop, Inc. | US | ZOO | 4062714 | 11/29/11 | Registered |
| Skip Hop, Inc. | US | ZOO | 4044918 | 10/25/11 | Registered |
| Skip Hop, Inc. | US | ZOO | 4044915 | 10/25/11 | Registered |
| Skip Hop, Inc. | US | ZOO | 4044908 | 10/25/11 | Registered |
| Skip Hop, Inc. | US | SKIP HOP | 3165273 | 10/31/06 | Registered |
| Skip Hop, Inc. | US | CHELSEA & MAIN | 3865923 | 10/19/10 | Registered |
| Skip Hop, Inc. | US | ZOO PACKS | 3872137 | 11/9/10 | Registered |
| Skip Hop, Inc. | US | SKIP HOP | 3663679 | 8/4/09 | Registered |
| Skip Hop, Inc. | US | SKIP HOP | 3663502 | 8/4/09 | Registered |
| Skip Hop, Inc. | US | SKIP HOP | 3663501 | 8/4/09 | Registered |
| Skip Hop, Inc. | US | SKIP HOP | 3591986 | 3/17/09 | Registered |
| Skip Hop, Inc. | US | SKIP HOP | 3663494 | 8/4/09 | Registered |
| Skip Hop, Inc. | US | SKIP★HOP | 3003466 | 10/4/05 | Registered |
| Skip Hop, Inc. | US | PRONTO! | 3292662 | 9/18/07 | Registered |