

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Britax Excelsior Limited
- 2. Britax Childcare Holdings Limited

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Private Limited Company

Citizenship (see guidelines) UK

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 15, 2013

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Goldman Sachs Lending Partners LLC, as collateral agent

Street Address: 200 West Street

City: New York

State: NY

Country: USA Zip: 10282

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule B

B. Trademark Registration No.(s)

See Schedule B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera

Signature

October 23, 2013

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-6150, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

Schedule B**U.S. Trademarks**

TITLE	STATUS	DATE FILED	APPLN NO.	REG. NO.	REG. DATE	CLASS CODE	OWNER/ASSIGNEE
B.O.B & Design	Pending	8-Feb-2013	85/845,120	N/A	N/A	12 20	Britax Childcare Holdings Limited
B-O-B	Registered	5-Mar-2007	77/122624	3,338,928	20-Nov-2007	12	Britax Childcare Holdings Limited
BOB	Registered	13-Feb-2008	77/396123	3,629,540	2-Jun-2009	12	Britax Childcare Holdings Limited
BOB GEAR	Registered	13-Feb-2008	77/396127	3,625,402	26-May-2009	12	Britax Childcare Holdings Limited
BOB STROLLERS	Registered	13-Feb-2008	77/396115	3,501,587	16-Sep-2008	12	Britax Childcare Holdings Limited
BRITAX	Registered	5-Jun-2003	78/258,572	2869497	3-Aug-2004	12	Britax Childcare Holdings Limited
BRITAX	Registered	17-Aug-1998	75/537,278	2340089	11-Apr-2000	09 11 12	Britax Childcare Holdings Limited
BRITAX	Registered	11-May-1983	73/425,396	1337770	28-May-1985	12	Britax Childcare Holdings Limited
	Registered	19-Dec-2006			17-Jun-2008	12	Britax Childcare Holdings Limited
DUALIE	Registered	13 February 2008	77/396,119	3,597,397	31 March 2009	12	Britax Childcare Holdings Limited
IBEX	Registered	13 February 2008	77/396,110	3,597,396	31 March 2009	12	Britax Childcare Holdings Limited
REVOLUTION	Registered	12 February 2008	77/394,810	3,501,506	16 September 2008	12	Britax Childcare Holdings Limited
YAK	Registered	20 March 2001	76/227,342	2,507,101	13 November 2001	12	Britax Childcare Holdings Limited

Schedule A**U.S. Patents**

TITLE	STATUS	FILED	APPLN NO.	PATENT NO.	ISSUED	OWNER/ ASSIGNEE
Safety Seat	Issued	23 May 2007	10/598,855	7,506,926	24 March 2009	Britax Excelsior Limited
Child Safety Seat	Issued	13 August 2008	11/994,292	7,954,895	07 June 2011	Britax Excelsior Limited
Child Safety Seat	Issued	6 February 1996	08/605,271	5,611,596	18 March 1997	Britax Römer and Britax Excelsior Limited
Child Safety Seat	Issued	7 February 2001	09/778,519	6,471,298	29 October 2002	Britax Excelsior Limited
Child Safety Seat	Issued	22 March 1994	08/215,808	5,487,588	30 January 1996	Britax Römer and Britax Excelsior Limited
Child Seat Base	Issued	8 November 2004	29/216,715	D535,125	16 January 2007	Britax Excelsior Limited
Child Safety Seat	Issued	17 December 2004	29/219,569	D534,362	2 January 2007	Britax Excelsior Limited

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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
Britax Excelsior Limited		10/15/2013	Private Limited Company: UNITED KINGDOM
Britax Childcare Holdings Limited		10/15/2013	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC, as collateral agent		
Street Address:	200 West St		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 13 <i>la</i>			
Property Type	Number	Word Mark	
Registration Number:	3338928	B·O·B	
Registration Number:	3629540	BOB	
Registration Number:	3625402	BOB GEAR	
Registration Number:	3501587	BOB STROLLERS	
Registration Number:	2869497	BRITAX	
Registration Number:	2340089	BRITAX	
Registration Number:	1337770	BRITAX	
Registration Number:	2111417	BRITAX	
Registration Number:	3597397	DUALLIE	
Registration Number:	3597396	IBEX	
Registration Number:	3501506	REVOLUTION	
Registration Number:	2507101	YAK	

OP \$340.00 3338928

TRADEMARK
REEL: 005163 FRAME: 0723

EXECUTION VERSION**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated October 15, 2013, is among the Persons listed on the signature pages hereof (collectively, the "Chargors") and GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent (as defined below) for the Secured Parties (as defined in the Syndicated Facility Agreement referred to below).

WHEREAS, BRITAX GROUP LIMITED, an English private limited liability company ("Holdings"), BRITAX US HOLDINGS INC., a Delaware corporation (the "Lead Borrower"), BRITAX CHILD SAFETY, INC., a South Carolina corporation (the "U.S. Subsidiary Borrower" and, together with the Lead Borrower, the "U.S. Borrowers"), BRITAX AUSTRALIA HOLDINGS PTY LTD. (ACN 147 910 549), a company incorporated under the laws of the Commonwealth of Australia (the "Australian Borrower"), BRITAX CHILDCARE GERMAN HOLDINGS GMBH, a German limited liability company (the "German Borrower" and, together with the U.S. Borrowers, the Australian Borrower and the Revolver Co-Borrowers, the "Borrowers") CC 2 (2011) LIMITED, an English private limited liability company ("Parent") have entered into the Syndicated Facility Agreement dated as of October 15, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, (the "Syndicated Facility Agreement"), together with each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and GOLDMAN SACHS LENDING PARTNERS LLC, as Swing Line Lender, administrative agent (in such capacity, together with any successor administrative agent, the "Administrative Agent") and collateral agent (in such capacity, together with any successor collateral agent, the "Collateral Agent") and the other agents and parties from time to time party thereto. Terms defined in the Syndicated Facility Agreement or in the Debenture and not otherwise defined herein are used herein as defined in the Syndicated Facility Agreement or the Debenture, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Debenture).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the issuance of Letters of Credit by the L/C Issuers from time to time, the provision of Ancillary Facilities by the Ancillary Lenders from time to time, the entry by the Hedge Banks into Secured Hedge Agreements from time to time and the entry by the Cash Management Banks into Secured Cash Management Agreements from time to time, each Chargor and certain other chargors party thereto have executed and delivered that certain Debenture dated October 15, 2013 among the Chargors, the other chargors party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Debenture").

WHEREAS, under the terms of the Debenture, the Chargors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Chargors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate U.S. governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Chargor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of all of the Obligations when due, each Chargor hereby unconditionally grants and pledges to the Collateral Agent and, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing Security in and to, all right, title and interest of each Chargor's Intellectual Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by

the Chargors, wherever located, and whether now or hereafter existing or arising (the "IP Collateral"), including:

(i) all U.S. patents, patent applications, utility models, statutory invention registrations and all inventions claimed or disclosed therein and all improvements thereto set forth in Schedule A hereto (the "Patents");

(ii) all U.S. trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered set forth in Schedule B hereto (provided that no security interest shall be granted in United States "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable law, rule or regulation), together, in each case, with the goodwill symbolized thereby (the "Trademarks");

(iii) all U.S. copyrights, together with any moral rights, including, without limitation, copyrights in all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing, internet web sites and the content thereof, whether registered or unregistered set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Chargor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) and any Related Rights of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the IP Collateral by each Chargor under this IP Security Agreement secures the payment of all Obligations of such Chargor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Chargor, the payment of all amounts that constitute part of the Obligations that would be owed by such Chargor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Chargor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable U.S. government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Debenture. Each Chargor does hereby acknowledge and confirm that the grant of the Security hereunder to, and the Collateral Rights the Collateral Agent with respect to the IP Collateral are more fully set forth in the Debenture, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Debenture, the terms of the Debenture shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE BORROWERS OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE SYNDICATED FACILITY AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Chargor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BRITAX EXCELSIOR LIMITED

By: 

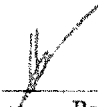
Name: Paul Skertchly
Title: Director

[Signature Page to IP Security Agreement (UK)]

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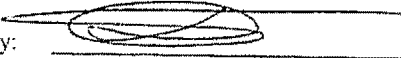
BRITAX CHILDCARE HOLDINGS LIMITED

By:


Name: Paul Skertchly
Title: Director

[Signature Page to IP Security Agreement (UK)]

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: 
Name: *Laura van Alkenade*
Title: *Executive Director*

Schedule C

U.S. Copyrights

None.

To: USPTO

From:

Michael Barys

617-376-5111

Michael.barys@thomsonreuters.com

RE: Non-Recordation refilling

Can you please re-file this and not include the international number 3449717. Total of 12 apps/reg. involved

Thank You

14 pages including the coversheet