

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Handi-Craft Company		04/30/2015	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	The Northern Trust Company		
Street Address:	190 Carondelet Plaza		
Internal Address:	Suite 100		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86068304	BOTTLE CHOICE MATTERS	
Serial Number:	86549898	HANDI-CRAFT	
Serial Number:	86549900	HANDI-CRAFT	
Serial Number:	86217332	HAPPY FEEDING	
Serial Number:	86558761	OPTIONS	
Serial Number:	86558765	OPTIONS	
Serial Number:	86558752	OPTIONS	
Serial Number:	86177235	PREEMIE FLOW	
CORRESPONDENCE DATA			
Fax Number:	3142311776		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-889-8000		
Email:	uspt@polsinelli.com		
Correspondent Name:	Brian B. Diekhoff		
Address Line 1:	100 S. Fourth Street		
Address Line 2:	Suite 1100		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	070704-451528		

CH \$215.00 86068304

NAME OF SUBMITTER:	Brian B. Diekhoff
SIGNATURE:	/Brian B. Diekhoff/
DATE SIGNED:	05/27/2015
Total Attachments: 20 source=Amended and Restated Intellectual Property Security Agreement#page1.tif source=Amended and Restated Intellectual Property Security Agreement#page2.tif source=Amended and Restated Intellectual Property Security Agreement#page3.tif source=Amended and Restated Intellectual Property Security Agreement#page4.tif source=Amended and Restated Intellectual Property Security Agreement#page5.tif source=Amended and Restated Intellectual Property Security Agreement#page6.tif source=Amended and Restated Intellectual Property Security Agreement#page7.tif source=Amended and Restated Intellectual Property Security Agreement#page8.tif source=Amended and Restated Intellectual Property Security Agreement#page9.tif source=Amended and Restated Intellectual Property Security Agreement#page10.tif source=Amended and Restated Intellectual Property Security Agreement#page11.tif source=Amended and Restated Intellectual Property Security Agreement#page12.tif source=Amended and Restated Intellectual Property Security Agreement#page13.tif source=Amended and Restated Intellectual Property Security Agreement#page14.tif source=Amended and Restated Intellectual Property Security Agreement#page15.tif source=Amended and Restated Intellectual Property Security Agreement#page16.tif source=Amended and Restated Intellectual Property Security Agreement#page17.tif source=Amended and Restated Intellectual Property Security Agreement#page18.tif source=Amended and Restated Intellectual Property Security Agreement#page19.tif source=Amended and Restated Intellectual Property Security Agreement#page20.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of April 30, 2015, by HANDI-CRAFT COMPANY, a Missouri corporation (including any successor or permitted assignee thereof, the "Grantor"), in favor of THE NORTHERN TRUST COMPANY, an Illinois banking corporation (including any successor, participant, assignee or transferee thereof, the "Bank").

RECITALS

WHEREAS, as a condition to the Bank entering into a certain Loan and Security Agreement among the Bank, the Grantor and DLRS Development, LLC, a Missouri limited liability company ("DLRS"), dated as of March 19, 2013 (as amended, restated or otherwise modified from time to time, the "Loan Agreement"), and providing the financial accommodations thereunder, Grantor entered into a certain Intellectual Property Security Agreement in favor of the Bank dated as of March 19, 2013 (as amended, restated or otherwise modified from time to time, the "IP Security Agreement"), pursuant to which Grantor granted to the Bank a security interest in the Collateral (as defined in the IP Security Agreement) including, but not limited to, certain patents, patent applications, inventions, and the like, to secure the payment of all amounts owing under the Indebtedness. Capitalized terms used herein without definition have the respective meanings assigned in the Loan Agreement. All terms, conditions, covenants, representations and warranties contained in the Loan Agreement are hereby incorporated herein by reference;

WHEREAS, the Bank has agreed to modify the Indebtedness pursuant to the terms of a certain Third Amendment to Loan and Security Agreement dated as of the date hereof, by and among Grantor, DLRS, Carl A. Rhodes, The Carl A. Rhodes Revocable Living Trust dated March 18, 1998, and the Bank; and

WHEREAS, in consideration of the Bank's agreement to modify the Indebtedness, Grantor and the Bank desire to amend and restate in its entirety the terms of the IP Security Agreement in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and the Bank hereby agree to amend and restate the IP Security Agreement as follows:

1. **Grant.** Grantor hereby grants to the Bank an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in, to and under the following property and rights (collectively, the "Collateral"):

(a) Any and all tangible and/or copyrightable works of authorship and copyrights therein, whether statutory or common law, registered or unregistered, now or hereafter existing or in force throughout the world including, without limitation, all of Grantor's right, title and interest in, to and under all works of authorship, unregistered copyrights and all registered copyrights in the United States and throughout the world including, but not limited to, all treaty and convention rights, all applications, registrations, supplementary registrations, extensions and renewals of any thereof, licenses, together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims,

damages and proceeds of suit, including, but not limited to, those set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) Any and all types of exclusionary or protective rights granted (or applications therefor) for designs and inventions in any country of the world including, but not limited to, all treaty and convention rights (including, without limitation, all utility patents, design patents, utility models, inventor's certificates, and the like), and any and all patents, reissues, reexaminations, extensions, and supplementary protections certificates thereof, and all patent applications (including, without limitation, all provisional, divisional, continuation, continuing, reissue, continuation-in-part, patent cooperation treaty, and foreign counterpart applications), licenses (granted by Grantor), together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses (granted by Grantor), royalties, income, payment, claims, damages and proceeds of suit, including, without limitation, any thereof referred to on Schedule B hereto (collectively, the "Patents"); and

(c) Any and all: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, designs, symbols, marks, and/or other sources of business identifiers used in any country in the world including, but not limited to, all treaty, convention, and common law rights, whether registered or unregistered, and any and all goodwill associated therewith, now existing or hereafter acquired; (ii) all applications, registrations, recordings and renewals thereof or therefor, in or with any national, state or local governmental authority of any country, or community or collective authority or agency (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of use under Section 1(c) and 1(d) of said Act has been filed); and (iii) all licenses (granted by Grantor) therefor; together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit, including, without limitation, any thereof referred to on Schedule C hereto (collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the United States Copyright Office, the United States Patent and Trademark Office, and all analogous foreign government offices and agencies (and any other any state, governmental, foreign or other authorities to which this Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect the Bank's interests in, to and under the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Loan Agreement) and subject to foreclosure provisions of applicable law, Grantor shall immediately execute and deliver to the Bank an absolute assignment transferring its entire right, title, and interest in and to the Collateral, and any and all goodwill associated therewith, to the Bank.

4. Power of Attorney. Grantor hereby irrevocably grants the Bank a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Bank's discretion, to take any action and to execute any instrument which the Bank may deem reasonably necessary or advisable to accomplish the purposes of this Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the Bank's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to or the identification of any intellectual property (or applications, registrations, patents, or licenses therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in the Bank's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Bank's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect the Bank's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Covenants.

(a) Grantor (either itself or through licensees) will (A) provided that no Event of Default has occurred, have sole discretion over whether to continue to use each Trademark on or in connection with Grantor's applicable goods and/or services in order to maintain such Trademark in full force and effect, free from any claim of abandonment for non-use, except when discontinuing the use of a Trademark could reasonably be expected to have a Material Adverse Effect (as defined in the Loan Agreement), (B) maintain as in the past at least the same quality of products and services offered under each such Trademark, (C) employ each such Trademark with the appropriate notice of registration and ownership, (D) not adopt or use any mark which is confusingly similar to or a colorable imitation of any Trademark unless within 30 days after such use or adoption, the Bank, for its benefit, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (E) provided that no Event of Default has occurred, have sole discretion to do any act, or omit to do any act (and permit any licensee or sublicensee to do any act or omit to do any act) whereby any Trademark may become invalidated, abandoned, canceled, unenforceable, and/or weakened, except when such action or omission could reasonably be expected to have a Material Adverse Effect.

(b) Provided that no Event of Default has occurred, Grantor will have sole discretion (except when the exercise of such discretion could reasonably be expected to have a Material Adverse Effect) to do any act, or omit to do any act, whereby any Patent may become abandoned, to timely pay all maintenance and annuity fees due in connection with each Patent, and to timely and properly prosecute any and all Patent applications.

(c) Grantor will not do or permit any act or omit to do any act whereby any Copyright or Copyright License may lapse or become invalid, canceled, unenforceable, or placed in the public domain except upon expiration at the end of an unrenovable term of a registration thereof.

(d) Grantor will promptly notify the Bank if Grantor knows, or has reason to know, that any application relating to any Patent or any Copyright may become abandoned or dedicated, or of any adverse determination or material development regarding Grantor's Trademarks, Patents and Copyrights (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court, tribunal, agency, office, administrative body, and/or other governing authority in any country, as the case may be) regarding Grantor's ownership of any Patent, Copyright or Trademark or its right to patent or register the same or to keep and maintain the same.

(e) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent, Copyright or for the registration of any Trademark with the United States Patent and Trademark Office or United States Copyright Office, as the case may be, or any similar office or agency in any other country or any political subdivision thereof in which the recordation of a security interest is permitted, Grantor shall: (i) promptly record the Bank's security interest with any and all such offices and/or agencies; and (ii) report such filing and recording to the Bank within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Bank, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as the Bank may request to evidence the Bank's security interest in any newly filed Patent, Copyright or Trademark (or the application related thereto) and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes the Bank its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(f) Grantor will have sole discretion to take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or issuance) and to maintain each Patent, each Copyright and each registration of Trademarks, including, without limitation, payment of all maintenance and annuity fees, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate, except when failure to take such steps could reasonably be expected to have a Material Adverse Effect.

(g) In the event Grantor knows or has reason to know that any Patent, Copyright or Trademark included in the Collateral is being and/or may be infringed, misappropriated, or diluted by a third party, Grantor shall promptly notify the Bank after it learns thereof and shall promptly sue for infringement, misappropriation or dilution, or take other actions as Grantor shall deem appropriate under the circumstances to protect such Patent, Copyright or Trademark.

6. Representations and Warranties. Grantor represents, warrants, covenants and agrees that:

(a) The Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability (other than by any patent office in which a Patent is pending);

(b) To the best of Grantor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) No claim has been made that (i) the use of any of the Patents, Trademarks or Copyrights does or may violate the rights of any third person, (ii) no claims for infringement have been commenced in connection with any of the Patents, Trademarks or Copyrights, nor is there a reasonable basis therefor;

(d) Except as set forth in the immediately following sentence, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Grantor not to sue third persons. Grantor is a licensee of each of the patent licenses set forth on Schedule B (the "Patent Licenses") and of each of the trademark licenses set forth on Schedule C (the "Trademark Licenses"). To the best of Grantor's knowledge each of the Patent Licenses and the Trademark Licenses is valid and enforceable and Grantor is not aware of (i) any asserted claim that the use of any of the Patents, Trademarks or Copyrights does or may violate the rights of any third person, or (ii) the commencement of any claim for infringement in connection with any of the Patent Licenses or the Copyright Licenses;

(e) To the best of Grantor's knowledge, Grantor has the unqualified right to enter into this Agreement and perform its terms; and

(f) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

7. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement. Upon any such termination, the Bank (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to the Bank to evidence such termination.

8. Miscellaneous. This Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Bank under the Loan Agreement. The rights and remedies of Grantor and the Bank with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. This Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its authorized officer as of the date first-above-written.

HANDI-CRAFT COMPANY,
a Missouri corporation

By Carl Rhodes
Carl A. Rhodes, Chief Executive Officer

Agreed and accepted:

THE NORTHERN TRUST COMPANY,
an Illinois banking corporation

By: _____
Andrew J. Walshaw
Director of Private and Commercial Banking

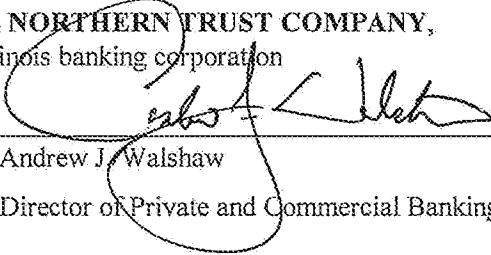
IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its authorized officer as of the date first-above-written.

HANDI-CRAFT COMPANY,
a Missouri corporation

By _____
Carl A. Rhodes, Chief Executive Officer

Agreed and accepted:

THE NORTHERN TRUST COMPANY,
an Illinois banking corporation

By: 

Andrew J. Walshaw
Director of Private and Commercial Banking

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Handi-Craft Junior tool set	VA0000379889	9/20/1989
Fairy queen play phone: [no.] 325	VA0000298303 Supplemented by VA0000363933	2/19/1988 Supplemented: 6/1/1989
Fashion doll talking play phone	VA0000300161 Supplemented by VA0000364135	2/19/1988 Supplemented: 6/1/1989
Handi-Craft Junior handyman's tool set.	VA0000379890	9/20/1989
Handi-Craft Tub 'n Pool telephone.	VA0000379888	9/20/1989
HandiCraft Big big piggy bank.	VA0000401513	3/30/1990
Handi-Craft play 'n' shape beads: no. 6645	VA0000395723	3/29/1990
Hide 'n' seek periscope: [no.] 6095.	VA0000381988	9/19/1989
Junior shaving kit: [no.] 4115.	VA0000376550	9/18/1989
Touch tinkle play phone: [no.] 875.	VA0000295331 Supplemented by VA0000363932	2/19/1988 Supplemented: 6/1/1989
Touch tinkle talking play phone.	VA0000303716	2/19/1988

SCHEDULE B

PATENT COLLATERAL

I. Patents

Owner Name	Country	Case Type	Title	Status	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Expiration Date
Handi-Craft Company	US	ORD	DRYING RACK ASSEMBLY FOR BABY BOTTLES	Granted	11/564631	11/29/2006	2007-0125725	6/7/2007	7669721	3/2/2010	5/18/2027
Handi-Craft Company	US	DES	BABY SPOON	Granted	29/259041	5/1/2006			D561540	2/12/2008	2/12/2022
Handi-Craft Company	US	PRI	APPARATUS FOR HOLDING NURSING BOTTLE COMPONENTS IN A DISHWASHER	Granted	11/411368	4/26/2006	2007-0261724	11/15/2007	7650896	1/26/2010	7/16/2027
Handi-Craft Company	US	CIP	APPARATUS FOR HOLDING NURSING BOTTLE COMPONENTS IN A DISHWASHER	Granted	11/841452	8/20/2007	2007-0295868	12/27/2007	7628163	12/8/2009	4/26/2026
Handi-Craft Company	US	PRI	LEAK RESISTANT DRINKING CUP	Granted	11/046288	1/28/2005	2006-0169694	8/3/2006	7575126	8/18/2009	4/5/2028
Handi-Craft Company	US	ORD	PITCHER HAVING MIXING DEVICE	Granted	11/852066	9/7/2007	2008-0259723	10/23/2008	8534908	9/17/2013	11/8/2031
	US	DDV	BABY SPOON	Granted	29/295634	10/2/2007			D568098	5/6/2008	5/6/2022
	US	PRI	LEAK RESISTANT DRINKING CUP	Granted	12/471124	5/22/2009	2010-0294764	11/25/2010	8333299	12/18/2012	2/2/2031
	US	DES	TRAINING CUP	Granted	29/337517	5/22/2009			D619851	7/20/2010	7/20/2024
	US	PRI	LEAK RESISTANT DRINKING CUP	Published	12/471133	5/22/2009	2010-0294765	11/25/2010			
Handi-Craft Company	US	DDV	TRAINING CUP	Granted	29/362416	5/25/2010			D642867	8/9/2011	8/9/2025
Handi-Craft Company	US	DES	LID ASSEMBLY	Granted	29/343399	9/11/2009			D636634	4/26/2011	4/26/2025

Simplisse, Inc.	EM	DES	LID ASSEMBLY	Granted	1679861	3/10/2010				001679861-0001	3/10/2010	3/10/2035
Handi-Craft Company	US	ORD	CUP AND LID ASSEMBLY FOR A CUP	Published	12/879470	9/10/2010	2011-0062170	3/17/2011				
Handi-Craft Company	US	DES	SET OF STACKABLE CUPS	Granted	29/376592	10/8/2010				D661549	6/12/2012	6/12/2026
Handi-Craft Company	US	DES	COMBINED FOOD STORAGE CONTAINER SYSTEM WITH FOOD STORAGE CONTAINERS	Granted	29/376611	10/8/2010				D651872	1/10/2012	1/10/2026
Handi-Craft Company	US	PRI	BOTTLE ASSEMBLY HAVING BOTTOM VENT	Granted	12/703881	2/11/2010	2011-0192817	8/11/2011		8727147	5/20/2014	7/7/2031
Handi-Craft Company	EM	DES	FOOD STORAGE CONTAINER SYSTEM AND FOOD STORAGE CONTAINER	Granted	1848433	4/8/2011				001848433-0001	4/8/2011	4/8/2036
Handi-Craft Company	EM	DES	FOOD STORAGE CONTAINER SYSTEM AND FOOD STORAGE CONTAINER	Granted	1848433	4/8/2011				001848433-0002	4/8/2011	4/8/2036
Handi-Craft Company	US	DES	TEETHER	Granted	29/401908	9/16/2011				D662599	6/26/2012	6/26/2026
Handi-Craft Company	US	DES	PACIFIER SHIELD	Granted	29/401909	9/16/2011				D662600	6/26/2012	6/26/2026
Handi-Craft Company	US	DES	TEETHER	Granted	29/401915	9/16/2011				D662210	6/19/2012	6/19/2026
Handi-Craft Company	US	ORD	STACKABLE CUP ASSEMBLY	Published	13/267501	10/6/2011	2012-0085674	4/12/2012				
Handi-Craft Company	US	ORD	FOOD STORAGE CONTAINER SYSTEM	Granted	13/267637	10/6/2011	2012-0085677	4/12/2012		8439196	5/14/2013	10/6/2031
Handi-Craft Company	US	DIY	NIPPLE FOR AN INFANT BOTTLE ASSEMBLY AND AN INFANT BOTTLE ASSEMBLY HAVING SUCH A NIPPLE	Published	13/283923	10/28/2011	2012-0043293	2/23/2012				

TRADEMARK
REEL: 005524 FRAME: 0096

	CA	PCT	LEAK RESISTANT DRINKING CUP AND DIAPHRAGM THEREFOR	Published	2761952	11/14/2011	2761952	11/25/2010				
	CN	PCT	LEAK RESISTANT DRINKING CUP AND DIAPHRAGM THEREFOR	Granted	2.0108E+11	1/19/2012	CN102459023 A	5/16/2012	102459023	5/14/2014		5/21/2030
	KR	PCT	LEAK RESISTANT DRINKING CUP AND DIAPHRAGM THEREFOR	Pending	10-2011-7030556	12/21/2011						
	MX	PCT	LEAK RESISTANT DRINKING CUP AND DIAPHRAGM THEREFOR	Allowed	MX/A/2011/01 2319	11/18/2011		1/11/2012				
	EP	PCT	LEAK RESISTANT DRINKING CUP AND DIAPHRAGM THEREFOR	Published	10778448	11/15/2011	2432706	3/28/2012				
	MX	PCT	CUP AND LID ASSEMBLY FOR A CUP	Published	MX/A/2012/00 2955	3/9/2012		5/14/2012				
Handi-Craft Company	CN	DES	TEETHER	Granted	2.0123E+11	3/16/2012			2L201230062157.9	9/19/2012		3/16/2022
Handi-Craft Company	EM	DES	TEETHER	Granted	2008748	3/14/2012			002008748-0001	3/14/2012		3/14/2037
Handi-Craft Company	CN	DES	PACIFIER SHIELD	Granted	2.0123E+11	3/16/2012			ZL201230062125.9	11/28/2012		3/16/2022
Handi-Craft Company	EM	DES	PACIFIER SHIELD	Granted	2008748	3/14/2012			002008748-0002	3/14/2012		3/14/2037
Handi-Craft Company	CN	DES	TEETHER	Granted	2.0123E+11	3/16/2012			ZL201230062124.4	9/26/2012		3/16/2022
Handi-Craft Company	EM	DES	TEETHER	Granted	2008748	3/14/2012			002008748-0003	3/14/2012		3/14/2037
Simplisse, Inc.	CA	PCT	BOTTLE ASSEMBLY HAVING BOTTOM VENT	Published	2789157	8/7/2012	2789157	8/18/2011				
Simplisse, Inc.	CN	PCT	BOTTLE ASSEMBLY HAVING BOTTOM VENT	Published	2.0118E+11	10/10/2012	CN 102858305A	1/2/2013				

Simplisse, Inc.	IN	PCT	BOTTLE ASSEMBLY HAVING BOTTOM VENT	Pending	6997/DELNP/2 012	8/9/2012							
Simplisse, Inc.	ID	PCT	BOTTLE ASSEMBLY HAVING BOTTOM VENT	Published	W6020120363 2	9/10/2012	2013/00287	2/28/2013					
Simplisse, Inc.	KR	PCT	BOTTLE ASSEMBLY HAVING BOTTOM VENT	Pending	10-2012-7021919	8/22/2012							
Simplisse, Inc.	MX	PCT	BOTTLE ASSEMBLY HAVING BOTTOM VENT	Allowed	MX/A/2012/00 9345	8/10/2012		11/14/2013					
Simplisse, Inc.	RU	PCT	BOTTLE ASSEMBLY HAVING BOTTOM VENT	Published	2012138699	9/10/2012		3/20/2014					
Simplisse, Inc.	EP	PCT	BOTTLE ASSEMBLY HAVING BOTTOM VENT	Published	11742786.4	8/6/2012	2533748	12/19/2012					
Handi-Craft Company	US	DES	NIPPLE SHIELD	Granted	29/343404	9/11/2009			D637726	5/10/2011			5/10/2025
Handi-Craft Company	US	ORD	BREAST PUMP	Granted	12/613955	11/6/2009	2010-0121265	5/13/2010	8109901	2/7/2012			1/20/2030
Handi-Craft Company	US	ORD	LINER FOR USE WITH A BREAST PUMP	Granted	12/613884	11/6/2009	2010-0121264	5/13/2010	8323235	12/4/2012			9/17/2030
Handi-Craft Company	US	ORD	BREAST CUP ASSEMBLY FOR A BREAST PUMP	Granted	12/613976	11/6/2009	2010-0121266	5/13/2010	7972297	7/5/2011			11/6/2029
Simplisse, Inc.	EM	DES	NIPPLE SHIELD	Granted	1679820	3/10/2010			001679820-0001	3/10/2010			3/10/2035
Simplisse, Inc.	EM	DES	NIPPLE SHIELD	Granted	1679820	3/10/2010			001679820-0002	3/10/2010			3/10/2035
Simplisse, Inc.	EM	DES	NIPPLE SHIELD	Granted	1679820	3/10/2010			001679820-0003	3/10/2010			3/10/2035
Handi-Craft Company	US	ORD	NIPPLE SHIELD	Granted	12/879476	9/10/2010	2011-0065360	3/17/2011	8469771	6/25/2013			6/26/2031
Handi-Craft Company	US	DDV	NIPPLE SHIELD	Granted	29/388061	3/23/2011			D652146	1/10/2012			1/10/2026

Handi-Craft Company	US	ORD	DUAL CONFIGURATION BOTTLE ASSEMBLY	Published	14/323220	7/3/2014	2015-0014268	1/15/2015		
Handi-Craft Company	AR	ORD	DUAL CONFIGURATION BOTTLE ASSEMBLY	Pending	20140102558	7/10/2014				
Handi-Craft Company	BO	ORD	DUAL CONFIGURATION BOTTLE ASSEMBLY	Pending	SP-0184-2014	7/10/2014				
Handi-Craft Company	GC	ORD	DUAL CONFIGURATION BOTTLE ASSEMBLY	Pending	2014/27510	7/8/2014				
Handi-Craft Company	MO	ORD	DUAL CONFIGURATION BOTTLE ASSEMBLY	Pending	1/001314	7/10/2014				
Handi-Craft Company	PY	ORD	DUAL CONFIGURATION BOTTLE ASSEMBLY	Pending	29637/2014	7/10/2014				
Handi-Craft Company	TW	ORD	DUAL CONFIGURATION BOTTLE ASSEMBLY	Pending	103123692	7/9/2014				
Handi-Craft Company	UY	ORD	DUAL CONFIGURATION BOTTLE ASSEMBLY	Pending	35658	7/10/2014				
Handi-Craft Company	VE	ORD	DUAL CONFIGURATION BOTTLE ASSEMBLY	Pending	2014-000856	7/10/2014				
Handi-Craft Company	JO	ORD	DUAL CONFIGURATION BOTTLE ASSEMBLY	Pending	213/2014	7/3/2014				
Handi-Craft Company	ET	ORD	DUAL CONFIGURATION BOTTLE ASSEMBLY	Pending	ETP/14/254	7/8/2014				
Handi-Craft Company	WO	ORD	DUAL CONFIGURATION BOTTLE ASSEMBLY	Published	PCT/US2014/045842	7/9/2014	WO 2015/005386	1/15/2015		

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SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

Recorded Owner	Country	Trademark	Status	Application No.	Filing Date	Reg. No.	Reg. Date
Handi-Craft Company	US	A WHOLE NEW ANGLE IN NURSING PILLOWS	Registered	85/287,439	4/6/2011	4,052,725	11/8/2011
Handi-Craft Company	US	BABYFACE	Registered	77/738,177	5/15/2009	4,002,922	7/26/2011
Handi-Craft Company	US	BOTTLE CHOICE MATTERS	Allowed	86/068,304	9/18/2013		
Handi-Craft Company	US	BREASTFEEDING COMPANION	Registered	77/738,174	5/15/2009	4,077,455	12/27/2011
Handi-Craft Company	US	CONTINUOUS COMFORT	Registered	77/738,179	5/15/2009	4,077,456	12/27/2011
Handi-Craft Company	US	COOLEES	Registered	85/400,893	8/18/2011	4,199,925	8/28/2012
Handi-Craft Company	US	DESIGNED BY WOMEN, FOR WOMEN.	Registered	77/738,191	5/15/2009	3,846,722	9/7/2010
Handi-Craft Company	US	DESIGNED BY WOMEN, FOR WOMEN.	Registered	77/738,180	5/15/2009	3,846,721	9/7/2010
Handi-Craft Company	US	DESIGNED BY WOMEN, FOR WOMEN.	Registered	77/738,193	5/15/2009	3,846,723	9/7/2010
Handi-Craft Company	US	DESIGNED TO NOURISH	Registered	85/976,471	7/12/2010	4,144,342	5/15/2012
Handi-Craft Company	US	DESIGNED TO NOURISH	Registered	85/541,439	2/13/2012	4,438,277	11/26/2013
Handi-Craft Company	US	FLEXEES	Registered	85/400,892	8/18/2011	4,199,924	8/28/2012
Handi-Craft Company	US	GIA	Registered	77/967,528	3/24/2010	3,963,215	5/17/2011
Handi-Craft Company	US	HANDICRAFT	Registered	75/355,770	9/10/1997	2,231,674	3/16/1999
Handi-Craft Company	US	HANDI-CRAFT	Registered	78/976,542	1/15/2004	3,038,489	1/3/2006
Handi-Craft Company	US	HANDI-CRAFT	Registered	85/541,443	2/13/2012	4,302,635	3/12/2013
Handi-Craft Company	US	HANDI-CRAFT	Registered	85/514,283	1/11/2012	4,515,116	4/15/2014
Handi-Craft Company	US	HANDI-CRAFT	Pending	86/549,898	3/2/2015		

Handi-Craft Company	US	HANDI-CRAFT	Pending	86/549,900	3/2/2015		
Handi-Craft Company	US	HAPPY FEEDING	Allowed	86/217,332	3/11/2014		
Handi-Craft Company	US	MAKE-A-SMASH	Registered	85/183,986	11/23/2010	4,195,318	8/21/2012
Handi-Craft Company	US	MYBANDS	Registered	85/751,661	10/11/2012	4,422,994	10/22/2013
Handi-Craft Company	US	NATURALLY BETTER. BY DESIGN.	Registered	77/738,197	5/15/2009	3,982,006	6/21/2011
Handi-Craft Company	US	NATURALLY BETTER. BY DESIGN.	Registered	77/738,198	5/15/2009	4,172,015	7/10/2012
Handi-Craft Company	US	NATURALLY BETTER. BY DESIGN.	Registered	77/738,183	5/15/2009	3,894,697	12/21/2010
Handi-Craft Company	US	NATURALLY BETTER. BY DESIGN.	Registered	77/738,187	5/15/2009	3,894,698	12/21/2010
Handi-Craft Company	US	OPTIONS	Pending	86/558,761	3/10/2015		
Handi-Craft Company	US	OPTIONS	Pending	86/558,765	3/10/2015		
Handi-Craft Company	US	OPTIONS	Pending	86/558,752	3/10/2015		
Handi-Craft Company	US	ORTHEES	Registered	85/401,063	8/18/2011	4,199,927	8/28/2012
Handi-Craft Company	US	PREEMIE FLOW	Published	86/177,235	1/28/2014		
Handi-Craft Company	US	PREVENT	Registered	77/652,841	1/20/2009	3,978,561	6/14/2011
Handi-Craft Company	US	RIDGEES	Registered	85/668,477	7/3/2012	4,322,241	4/16/2013
Handi-Craft Company	US	SIMPLISSE	Registered	77/712,803	4/13/2009	3,894,636	12/21/2010
Handi-Craft Company	US	SIMPLISSE	Registered	77/712,810	4/13/2009	4,175,924	7/17/2012
Handi-Craft Company	US	SIMPLISSE	Registered	77/712,831	4/13/2009	3,978,627	6/14/2011
Handi-Craft Company	US	SIMPLISSE	Registered	77/712,801	4/13/2009	3,894,635	12/21/2010
Handi-Craft Company	US	SIMPLY THE BEST BABY BOTTLE.	Registered	77/903,544	12/31/2009	3,878,287	11/16/2010
Handi-Craft Company	US	SNACK-A-PILLAR	Registered	85/174,532	11/11/2010	4,109,808	3/6/2012
Handi-Craft Company	WP	COOLEES	Registered	1114569	2/20/2012	1114569	2/20/2012
Handi-Craft Company	WP	DESIGNED TO NOURISH	Registered	1066001	1/12/2011	1066001	1/12/2011
Handi-Craft Company	WP	FLEXEES	Registered	1114570	2/20/2012	1114570	2/20/2012

Company							
Simplisse, Inc.	WP	GIA	Registered	1060414	12/3/2010	1060414	12/3/2010
Handi-Craft Company	WP	ORTHEES	Registered	1114568	2/20/2012	1114568	2/20/2012
Handi-Craft Company	WP	RIDGEES	Registered	1129786	8/24/2012	1129786	8/24/2012
Simplisse, Inc.	WP	SIMPLISSE	Registered	1050501	8/6/2010	1050501	8/6/2010
Simplisse, Inc.	EM	BABY FACE	Registered	8687436	11/15/2009	8687436	11/15/2009
Handi-Craft Company	EM	COOLEES	Registered	1114569	2/20/2012	1114569	2/20/2012
Handi-Craft Company	EM	DESIGNED TO NOURISH	Registered	1066001	1/12/2011	1066001	1/12/2011
Handi-Craft Company	EM	FLEXEES	Registered	1114570	2/20/2012	1114570	2/20/2012
Simplisse, Inc.	EM	GIA	Registered	1060414	12/3/2010	1060414	12/3/2010
Handi-Craft Company	EM	ORTHEES	Registered	1114568	2/20/2012	1114568	2/20/2012
Handi-Craft Company	EM	PREVENT	Registered	8438459	7/20/2009	8438459	7/20/2009
Handi-Craft Company	EM	RIDGEES	Registered	1129786	8/24/2012	1129786	8/24/2012
Simplisse, Inc.	EM	SIMPLISSE	Registered	8687451	11/15/2009	8687451	11/15/2009

II. Trademark Licenses

Recorded Owner	Country	Trademark	Status	Application No.	Filing Date	Reg. No.	Reg. Date
New Vent Designs, Inc.	US	DR. BROWN'S	Registered	76707382	April 25, 2011	4036671	October 11, 2011
New Vent Designs, Inc.	US	DR. BROWN'S	Pending	76716537	June 17, 2014		
New Vent Designs, Inc.	US	DR. BROWN'S	Pending	76979313	June 17, 2014		
New Vent Designs, Inc.	US	DR. BROWN'S NATURAL FLOW	Registered	76618536	October 28, 2004	3366274	January 8, 2008
New Vent Designs, Inc.	US	DR. BROWN'S NATURAL FLOW	Registered	75456729	March 26, 1998	2249465	June 1, 1999