

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GC Brands LLC		12/29/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 58			
Property Type	Number	Word Mark	
Registration Number:	3589116	AMERICAN ARTIST	
Registration Number:	3140164	BABY ASTROLOGY	
Registration Number:	1745854	BABY BAG	
Registration Number:	3917484	BABY BAG	
Serial Number:	85366654	BATH COZY	
Registration Number:	4589094	BEAUTIFUL BEGINNINGS	
Registration Number:	3202895	CAMO-BABY	
Registration Number:	3917471	CHOWTIME	
Registration Number:	3914983	MMM	
Registration Number:	4008730	COMFORT WRAPS	
Registration Number:	3917472	CRUISETIME	
Registration Number:	3917782		
Registration Number:	3925895	CUDDLE CARE	
Registration Number:	3627501	CUDDLE DRY	
Registration Number:	4077417	CUDDLE SHOP	
Serial Number:	86800295	CUDDLE TIME	
Registration Number:	0960886	CUDDLE TIME	
Registration Number:	1489393	CUDDLE TIME	
Registration Number:	3718310	CUDDLE TIME	
TRADEMARK			

OP \$1465.00 3589116

Property Type	Number	Word Mark
Registration Number:	1816907	CUDDLE TIME
Registration Number:	1458393	
Registration Number:	2041273	CUDDLE WARMER
Serial Number:	86853480	DREAM SLEEPER
Registration Number:	3690639	FAMILY BABY
Serial Number:	86595368	FUN IN THE SUN
Serial Number:	85649409	JB
Registration Number:	4401830	JB
Registration Number:	4492332	JUST BATH BY JUST BORN
Serial Number:	86639080	JUST BORN
Registration Number:	2358351	JUST BORN
Registration Number:	2463915	JUST BORN
Registration Number:	3444017	JUST BORN
Registration Number:	4486230	JUST DOGS
Serial Number:	85817926	JUST FUR CATS
Registration Number:	4672273	JUST FUR DOGS
Registration Number:	4672223	JUST KIDS
Registration Number:	4672018	JUST TODDLERS
Serial Number:	86595354	SAFE IN THE SUN
Registration Number:	4397527	SIMPLE SWADDLE
Registration Number:	3562369	SIMPLY SECURE
Registration Number:	3248721	SOFTWEAR FOR BABY
Serial Number:	86639096	SOOTHE TIME
Registration Number:	3861315	SOOTHE TIME
Registration Number:	4023088	SOOTHE TIME
Serial Number:	86390371	SOOTHING STATION
Serial Number:	85961828	TELL ME A STORY
Registration Number:	1614889	THE BEST THING NEXT TO BABY
Registration Number:	3763608	THE BEST THING NEXT TO BABY...GUARANTEED
Registration Number:	4191972	THE CRIB BUMPER ALTERNATIVE
Registration Number:	4080494	
Registration Number:	3674484	WEAR-A-BIB
Registration Number:	2610127	WEAR-A-BLANKET
Registration Number:	4486229	
Registration Number:	3914985	ZZZTIME
Registration Number:	3914984	ZZZ
Registration Number:	4035270	ITTY BITTY
Registration Number:	4026706	ITTY BITTY MITTY

Property Type	Number	Word Mark
Serial Number:	85817923	JUST CATS

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

Address Line 2: CT Lien Solutions

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER:	Susan O'Brien
SIGNATURE:	/Michael Barys/
DATE SIGNED:	05/03/2016

Total Attachments: 24

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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)/Execution Date(s):

GC Brands LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) December 29, 2015

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

- Yes
- No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 100 Park Avenue

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship:

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)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Collateral Assignment and Security Agreement
- Merger
- Change of Name

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

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 56

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

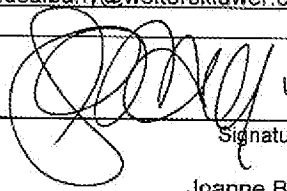
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature:



Signature

Joanne BL Arnold

Name of Person Signing

May 2, 2016

Date

Total number of pages including cover sheet, attachments, and document: 24

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



**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 29th day of December, 2015, between **GC BRANDS LLC** ("Grantor"), 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 Grantor and Gerber Childrenswear LLC ("GCW", and together with Grantor, individually and collectively, jointly and severally, "Client"), pursuant to that certain Factoring Agreement, dated as of October 15, 2013 (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, pursuant to that certain Amendment and Joinder to Factoring Agreement, dated as of the date hereof, by and among Grantor, GCW and Factor, Grantor has become a client under the Factoring Agreement.

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, Grantor 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, Grantor 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), Grantor 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 Grantor'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 Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor'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 Grantor 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 Grantor 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 Grantor, 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 Grantor 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 Grantor 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 Grantor's account under the Factoring Agreement, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Grantor as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Grantor 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 Grantor under the Financing Agreements:

(a) Grantor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Trademark registrations owned by Grantor forming part of the Collateral are subsisting and in full force and effect, and, except as set forth in Schedule 4(b) attached hereto, Grantor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Grantor shall, at Grantor'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 Grantor not to be worthwhile, necessary, advisable or in the best interests of Grantor and/or its business in Grantor'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 3I below; and (iii) the security interests previously granted by Grantor with respect to the Collateral listed in Schedule 4(b), for which Grantor shall cause to be delivered to Factor releases by the applicable secured parties upon execution and delivery of this Agreement.

(c) Grantor 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) Grantor shall, at Grantor'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. Grantor 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. Grantor 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, Grantor 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) Grantor 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 Grantor 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. Grantor shall be liable to Factor for any such payment, which payment shall be deemed an advance by Factor to Grantor, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Grantor to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

(h) If, after the date hereof, Grantor 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. Grantor shall provide to Factor a report listing any such new Trademark registrations or applications and any material legal claims asserted by or against Grantor relating to the Trademarks on an annual basis. Upon the request of Factor, Grantor 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) Grantor has not abandoned any of the Trademarks and Grantor 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 Grantor not to be worthwhile, necessary, advisable or in the best interests of Grantor and/or its business in Grantor's reasonable business judgment with respect to the applicable Trademarks. The above-stated obligations shall not be deemed to require that Grantor 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 Grantor 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. Grantor 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) Grantor 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 Grantor'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 Grantor not to be worthwhile, necessary, advisable or in the best interests of Grantor and/or its business in Grantor'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. Grantor shall promptly notify Factor if Grantor (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, Grantor, at Grantor'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) Grantor assumes all responsibility and liability arising from the use of the Trademarks and Grantor 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 Grantor (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 Grantor (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) Grantor 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, Grantor 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 Grantor or any affiliate of Grantor 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 Grantor's obligations under, or otherwise conflict with the rights of existing licensees under other licenses previously granted to third parties by Grantor, and provided further with respect to any Collateral that is owned by a third party and licensed to Grantor, that such license grant by Factor is permitted under the terms of the applicable license agreement between Grantor 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 Grantor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Grantor of any proposed disposition shall be deemed reasonable notice thereof and Grantor 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 Grantor, 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. Grantor 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. Grantor 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, Grantor 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 Grantor to Factor set forth in the Factoring Agreement.

(f) Grantor shall supply to Factor or to Factor's designee, Grantor'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. Grantor 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. Grantor and Factor irrevocably waive all claims, obligations and defenses that Grantor 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 Grantor 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 GRANTOR 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) Grantor 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 Grantor (whether in tort, contract, equity or otherwise) for losses suffered by Grantor 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 "hereof", "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; Grantor 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 Grantor 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.

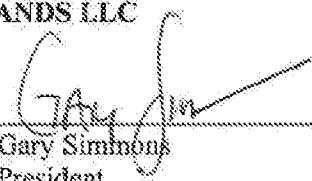
(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(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. Grantor 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, Grantor and Factor have executed this Agreement as of the day and year first above written.

GC BRANDS LLC

By: 
Name: Gary 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

[Trademark Collateral Assignment and Security Agreement]

**TRADEMARK
REEL: 005783 FRAME: 0670**

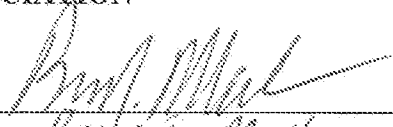
IN WITNESS WHEREOF, Grantor and Factor have executed this Agreement as of the day and year first above written.

GC BRANDS LLC

By: _____
Name: Gary Simmons
Title: President

Address: 7005 Pelham Road
Greenville, South Carolina 29615

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:  _____
Name: Brian S. Martin
Title: Authorized Signatory

Address: 100 Park Avenue
New York, New York 10017

[Trademark Collateral Assignment and Security Agreement]

TRADEMARK
REEL: 005783 FRAME: 0671

STATE OF South Carolina)
) ss.:
COUNTY OF Henry)

On the 29 day of Dec in the year 2015, before me, the undersigned, personally appeared Gary F. Simmons, 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.

[Signature]
Notary Public

[Notary Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 201_, 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

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

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

[see attached]

ACQUIRED TRADEMARKS

Mark	City Name	Status Desc	Application No	Application Date	Trade Mark No	Grant Date	Int. Classes	File Number
AMERICAN ARTIST	United States	REGISTERED	78/840,366	17-Mar-06	3,589,116	10-Mar-09	24	05805/303120-US0
BABY ASTROLOGY	United States	REGISTERED	78/496,382	7-Oct-04	3,140,164	5-Sep-06	25	05805/303119-US0
BABY BAG	United States	REGISTERED	74/083,067	30-Jul-90	1,745,854	12-Jan-93	25	05805/303104-US0
BABY BAG	United States	REGISTERED	77/540,722	6-Aug-08	3,917,484	8-Feb-11	24, 25	05805/303104-US1
BATH COZY	United States	REGISTERED	85/366,654	8-Jul-11	4,102,23	19-Jan-12	24	05805/306156-US0
BEAUTIFUL BEGINNINGS	United States	REGISTERED	85/427,092	20-Sep-11	4,589,094	23-Jan-14	24	05805/306314-US0
CAMP-8BABY	United States	REGISTERED	78/650,455	14-Jun-05	3,202,895	11-Aug-07	25	05805/303097-US0
CHOWTIME	Community Mark	REGISTERED	8614802	14-Oct-09	8614802	8-Jun-10	20, 21, 25	05805/303106-EM0
CHOWTIME	United States	REGISTERED	77/511,579	30-Jun-08	3,917,471	8-Feb-11	25	05805/303106-US0
CHOWTIME Design	Community Mark	REGISTERED	8615965	14-Oct-09	8615965	8-Jun-10	20, 21, 25	05805/303078-EM0
CHOWTIME Design	United States	REGISTERED	77/825,991	14-Sep-09	3,914,983	1-Feb-11	25	05805/303078-US0
COMFORT WRAPS	United States	REGISTERED	1588680	2-Aug-12	TMA860,836	23-Sep-13		05805/303099-CA0
COMFORT WRAPS	Canada	REGISTERED	85/156,354	19-Oct-10	4,008,730	9-Aug-11	25	05805/303099-US0
CRUISETIME	Canada	REGISTERED	1,451,616	14-Sep-09	TMA833,787	5-Oct-12		05805/303103-CA0
CRUISETIME	Community Mark	REGISTERED	8614935	14-Oct-09	8614935	6-Aug-10	12, 18, 24	05805/303103-EM0
CRUISETIME	United States	REGISTERED	77/511,699	30-Jun-08	3,917,472	8-Feb-11	24	05805/303103-US0
CRUISETIME LOGO	Canada	REGISTERED	1,451,617	14-Sep-09	TMA833,784	5-Oct-12		05805/303086-CA0
CRUISETIME LOGO	Community Mark	REGISTERED	8615742	14-Oct-09	8615742	6-Aug-10	12, 18, 24	05805/303086-EM0
CRUISETIME LOGO	United States	REGISTERED	77/825,985	14-Sep-09	3,917,782	8-Feb-11	18, 24	05805/303086-US0
CUDDLE CARE	Canada	REGISTERED	1,401,678	2-Jul-08	1,401,678	15-Jun-12	20	05805/303089-CA0
CUDDLE CARE	China	REGISTERED	8837847	12-Nov-10	8,837,847	14-May-12	20	05805/303089-CN0
CUDDLE CARE	China	REGISTERED	8837846	12-Nov-10	8837846	28-Nov-11	22	05805/303089-CN1
CUDDLE CARE	China	REGISTERED	8837848	12-Nov-10	8837848	28-Nov-11	24	05805/303089-CN2
CUDDLE CARE	United States	REGISTERED	77/398,642	15-Feb-08	3,925,895	1-Mar-11	20, 22, 24, 25	05805/303089-US0
CUDDLE DRY	China	REGISTERED	8710223	29-Sep-10	8710223	28-Jun-12	24	05805/303101-CN0
CUDDLE DRY	Japan	REGISTERED	2010-75674	20-Apr-11	5411234	13-May-11	24	05805/303101-JP0
CUDDLE DRY	United States	REGISTERED	77/066,498	18-Dec-06	3,627,501	26-May-09	24	05805/303101-US0
CUDDLE SHOP	United States	REGISTERED	77/586,602	6-Oct-08	4,077,417	27-Dec-11	24	05805/303087-US0
CUDDLE TIME	United States	PENDING	86/800,295	27-Oct-15			3	05805/303117-US4
CUDDLE TIME	United States	PENDING	40-2015-0011988	13-Feb-15			24, 25	05805/303117-AR0
CUDDLE TIME	Korea (South)	REGISTERED	1676716	24-Feb-15	1676716	25-Sep-15	24, 25	05805/303117-AU0
CUDDLE TIME	Australia	REGISTERED	572171	3-Jun-87	TMA354770	21-Apr-89		05805/303117-CA0
CUDDLE TIME	Canada	REGISTERED	4132891	22-Jun-04	4132891	14-Jan-08	24	05805/303117-CN0
CUDDLE TIME	China	REGISTERED	159,806	3-Feb-93	453789	30-Mar-94	20	05805/303117-AMX0
CUDDLE TIME	Mexico	REGISTERED	72/433,162	18-Aug-72	960,886	12-Jun-73	20	05805/303117-MX0
CUDDLE TIME	United States	REGISTERED	73/629,315	7-Nov-86	1,489,393	24-May-88	24	05805/303117-US1
CUDDLE TIME	United States	REGISTERED	77/728,572	4-May-09	3,718,310	1-Dec-09	24	05805/303117-US2
CUDDLE TIME & Design	United States	REGISTERED	95122948	28-Sep-95	992483	28-Apr-97	24	05805/303180-CN0
CUDDLE TIME & Design	China	REGISTERED	74/380,945	15-Apr-93	1,816,907	18-Jan-94	20	05805/303180-US0
CUDDLE TIME Logo	United States	REGISTERED	73/629,307	7-Nov-86	1,458,395	22-Sep-87	24	05805/303118-US0
CUDDLE WARMER	United States	REGISTERED	74/678,829	22-May-95	2,041,273	25-Feb-97	24	05805/303115-US0
DREAM SLEEPER	United States	PENDING	86/853,480	18-Dec-15			20	05805/309951-US0
FAMILY BABY	United States	REGISTERED	78/619,237	28-Apr-05	3,690,639	29-Sep-09	24	05805/303116-US0
FRESH AIR CRIB LINER	United States	ALLOWED	1647119	9-Oct-13			25	05805/306353-CA1
FUN IN THE SUN	Canada	PENDING	86/595,368	13-Apr-15	4,035,270	4-Oct-11	24	05805/303090-US2
ITTY BITTY	United States	REGISTERED	77/364,345	4-Jan-08	4,026,706	13-Sep-11	25	05805/303107-US0
ITTY BITTY	United States	REGISTERED	77/904,490	4-Jan-10			25	05805/303093-US0
ITTY BITTY MITTY	United States	ALLOWED	85/649,409	12-Jun-12			3	05805/306791-US0
JB Logo	United States	PENDING	352198	26-Dec-13			24	05805/306791-PK0
JB Logo	Pakistan	PENDING	352200	26-Dec-13			25	05805/306791-PK1

TRADEMARK

REEL: 005783 FRAME: 0674

ACQUIRED TRADEMARKS

Mark	Ctry Name	Status Desc	Application No	Application Date	Trade Mark No	Grant Date	Int Classes	File Number
JB Logo	Mexico [Int TM]	PENDING	1196776	17-Dec-13		20, 24, 25	05805/306791-MX0	
JB Logo	Canada	PENDING	1581,860	13-Jun-12		3, 24, 25	05805/306791-CA0	
JB Logo	Australia [Int]	REGISTERED	1196776	17-Dec-13	1196776	17-Dec-13	20, 24, 25	05805/306791-AU0
JB Logo	China [Int, TM]	REGISTERED	1196776	17-Dec-13	1196776	17-Dec-13	20, 24, 25	05805/306791-CN0
JB Logo	Comm. TM [Int, TM]	REGISTERED	1196776	17-Dec-13	1196776	17-Dec-13	20, 24, 25	05805/306791-EM0
JB Logo	Korea [INT]	REGISTERED	1196776	16-Dec-13	1196776	16-Dec-13	20, 24, 25	05805/306791-KR0
JB Logo	Int. Trademark	REGISTERED	1196776	16-Dec-13	1196776	16-Dec-13	20, 24, 25	05805/306791-INT0
JB Logo	Japan [Int TM]	REGISTERED	1196776	17-Dec-13	1196776	17-Dec-13	20, 24, 25	05805/306791-JP0
JB Logo	United States	REGISTERED	85/979,786	12-Jun-12	4,401,830	10-Sep-13	24, 25	05805/306791-US1
JB Logo	China	PENDING	12868946	5-Jul-13	1571922	3-Jul-13	24, 25	05805/307659-CN0
JUST BATH BY JUST BORN	Australia [Int]	REGISTERED	1168529	3-Jun-13	TMA896,121	10-Feb-15	25	05805/307659-AU0
JUST BATH BY JUST BORN	Canada	REGISTERED	1,629,447	4-Jun-13	12868945	21-Nov-14	25	05805/307659-CA0
JUST BATH BY JUST BORN	China	REGISTERED	12868945	5-Jul-13	1168529	3-Jul-13	24, 25	05805/307659-CN1
JUST BATH BY JUST BORN	Comm. TM [Int, TM]	REGISTERED	1168529	3-Jul-13	1168529	3-Jul-13	24, 25	05805/307659-EM0
JUST BATH BY JUST BORN	Japan [Int TM]	REGISTERED	1168529	3-Jul-13	1168529	3-Jul-13	24, 25	05805/307659-JP0
JUST BATH BY JUST BORN	Korea [Int, TM]	REGISTERED	1168529	3-Jul-13	1168529	5-Jun-14	24, 25	05805/307659-KR0
JUST BATH BY JUST BORN	Korea [INT]	REGISTERED	1168529	3-Jul-13	1168529	3-Jul-13	24, 25	05805/307659-INT0
JUST BATH BY JUST BORN	Singapore Int. T	REGISTERED	1168529	3-Jul-13	1168529	3-Jul-13	24, 25	05805/307659-SG0
JUST BATH BY JUST BORN	Vietnam[Int, TM]	REGISTERED	1168529	3-Jul-13	1168529	3-Jul-13	24, 25	05805/307659-VN0
JUST BATH BY JUST BORN	United States	REGISTERED	85/817,632	8-Jan-13	4,492,332	4-Mar-14	24, 25	05805/307659-US0
JUST BORN	Israel	ALLOWED	262112	13-Jan-14			24	05805/303096-IL0
JUST BORN	United States	ALLOWED	86/639,080	22-May-15			3	05805/303096-US4
JUST BORN	Pakistan	ALLOWED	352201	26-Dec-13			25	05805/303096-PK1
JUST BORN	Pakistan	PENDING	352202	26-Dec-13			24	05805/303096-PK0
JUST BORN	Ecuador	PENDING	241094	3-Feb-11			24	05805/303096-EC0
JUST BORN	Ecuador	PENDING	241095	3-Feb-11			25	05805/303096-EC1
JUST BORN	Honduras	PENDING	10868-11	24-Mar-11			24	05805/303096-HN0
JUST BORN	Honduras	PENDING	10869-11	24-Mar-11			25	05805/303096-HN1
JUST BORN	Australia	REGISTERED	1209023	6-Nov-07	1209023	6-Nov-07	11, 24, 25, 25	05805/303096-AU0
JUST BORN	Brazil	REGISTERED	829074236	8-Dec-09	829074236	8-Dec-09	24	05805/303096-BR0
JUST BORN	Brazil	REGISTERED	830800174	25-Nov-10	830800174	22-Apr-14	24	05805/303096-BR1
JUST BORN	Brazil	REGISTERED	830800182	25-Nov-10	830800182	22-Apr-14	25	05805/303096-BR2
JUST BORN	Canada	REGISTERED	895437	13-Nov-98	TMA56725	29-Aug-02		05805/303096-CA0
JUST BORN	Canada	REGISTERED	1347290	15-May-07	TMA720804	13-Aug-08		05805/303096-CA1
JUST BORN	China	REGISTERED	4132892	22-Jun-04	4132892	21-Feb-09	24	05805/303096-CN0
JUST BORN	China	REGISTERED	4132483	22-Jun-04	4132483	21-Feb-09	25	05805/303096-CN1
JUST BORN	Community Mark	REGISTERED	3916228	7-Jun-04	3916228	6-Jan-06	20, 24	05805/303096-EM0
JUST BORN	Guatemala	REGISTERED	635-2011	28-Jan-11	189587	18-Jun-13	24	05805/303096-GT0
JUST BORN	Korea (South)	REGISTERED	40-2007-21492	20-Apr-07	40-0748787	3-Jun-08	24	05805/303096-KR0
JUST BORN	Korea (South)	REGISTERED	40-2009-54828	6-Nov-09	40-0848704	12-Jan-11	25	05805/303096-KR1
JUST BORN	Mexico	REGISTERED	1151046	28-Jan-11	1366054	28-Jan-11	24	05805/303096-MX0
JUST BORN	Mexico	REGISTERED	1151047	28-Jan-11	1413323	26-Nov-13	25	05805/303096-MX1
JUST BORN	Colombia	REGISTERED	11028918	15-May-13	476905	13-Aug-13	24, 25	05805/303096-CO0
JUST BORN	Colombia	REGISTERED	13 119773	8-Mar-11	211251	29-Nov-13	25	05805/303096-CO1
JUST BORN	Costa Rica	REGISTERED	2011-002074	18-Mar-11	189462	17-Aug-11	24	05805/303096-CR0
JUST BORN	Dominican Rep.	REGISTERED	2011-6997	30-Mar-07	5085513	19-Oct-07	24	05805/303096-DO0
JUST BORN	Japan	REGISTERED	007-028235	29-Mar-11	198746	29-Mar-11	24	05805/303096-JP0
JUST BORN	Panama	REGISTERED	198746	29-Mar-11	198744	29-Mar-11	25	05805/303096-PA1
JUST BORN	Panama	REGISTERED	198744	29-Mar-11	198744	29-Mar-11	25	05805/303096-PA1
JUST BORN	Russia	REGISTERED	200708608	28-Mar-07	352556	10-Jun-08	24	05805/303096-RU0

ACQUIRED TRADEMARKS

Mark	Ctry Name	Status Desc	Application No	Application Date	Trade Mark No	Grant Date	Int. Classes	File Number
JUST BORN	EI/Salvador	REGISTERED	20111008113	10-Mar-11	103	6-Dec-11	24, 25	05805/303096-SV0
JUST BORN	Thailand	REGISTERED	666916	11-Jul-07	KOR274457	11-Jul-07	24	05805/303096-TH0
JUST BORN	United States	REGISTERED	75/473,367	23-Apr-98	2,358,351	13-Jun-00	25	05805/303096-US0
JUST BORN	United States	REGISTERED	76/064,973	6-Jun-00	2,463,915	26-Jun-01	24	05805/303096-US1
JUST BORN	United States	REGISTERED	77/187,949	23-Mar-07	3,444,017	10-Jun-08	11, 25, 28	05805/303096-US2
JUST BORN	Venezuela	REGISTERED	2011-0040653	18-Mar-11	P-314919	12-Feb-12	24	05805/303096-VE0
JUST BORN	Venezuela	REGISTERED	2011-0040652	18-Mar-11	P-314918	17-Feb-12	25	05805/303096-VE1
JUST BORN	South Africa	REGISTERED	2007/06641	29-Mar-07	2007/06641	29-Mar-07	24	05805/303096-ZA0
JUST CATS	United States	ALLOWED	85/817,923	8-Jan-13	4,486,230	18-Feb-14	20, 24	05805/307667-US0
JUST DOGS	United States	REGISTERED	85/817,918	8-Jan-13	4,672,273	20, 24	20, 24	05805/307666-US0
JUST FUR CATS	United States	ALLOWED	85/817,926	8-Jan-13				05805/307669-US0
JUST FUR DOGS	United States	REGISTERED	85/817,922	8-Jan-13				05805/307668-US0
JUST KIDS	China	PENDING	16421917	28-Feb-15			25	05805/306949-CN1
JUST KIDS	Canada	PENDING	1606961	17-Dec-12				05805/306949-CA0
JUST KIDS	China [Int.TM]	PENDING	1,156,396	12-Mar-13	1,156,396	12-Mar-13	24	05805/306949-CN0
JUST KIDS	Japan [Int.TM]	REGISTERED	1,156,396	12-Mar-13	1,156,396	12-Mar-13	24, 25	05805/306949-JN10
JUST KIDS	Int. Trademark	REGISTERED	1156396	12-Mar-13	1156396	12-Mar-13	24, 25	05805/306949-JN10
JUST KIDS	United States	REGISTERED	85/750,087	10-Oct-12	4,672,223	13-Jan-15	24, 25	05805/306949-US0
JUST TODDLERS	United States	REGISTERED	85/225,466	25-Jan-11	4,672,018	13-Jan-15	24	05805/303098-US1
SAFE IN THE SUN	United States	PENDING	86/595,354	13-Apr-15			25	05805/303091-US2
SIMPLE SWADDLE	Canada	REGISTERED	1,606,955	17-Dec-12	TMA880,531	20-Jun-14		05805/306833-CA0
SIMPLE SWADDLE	United States	REGISTERED	85/677,919	16-Jul-12	4,397,527	3-Sep-13	24	05805/306833-US0
SIMPLY SECURE	United States	REGISTERED	77/417,599	10-Mar-08	3,562,369	13-Jan-09	24	05805/303169-US0
SOFTWEAR FOR BABY	United States	REGISTERED	78/772,605	13-Dec-05	3,248,721	29-May-07	25	05805/303177-US0
SOOTHE TIME	United States	PENDING	86/639,096	22-May-15			3	05805/303092-US2
SOOTHE TIME	Australia	REGISTERED	1250254	4-Jul-08	1250254	18-Dec-08	24, 25	05805/303092-AU10
SOOTHE TIME	Canada	REGISTERED	1,402,593	9-Jul-08	TMA816,762	2-Feb-12		05805/303092-CA0
SOOTHE TIME	China	REGISTERED	6834900	11-Jul-08	6834900	14-Aug-10	24	05805/303092-CN0
SOOTHE TIME	Community Mark	REGISTERED	7043061	7-Jul-08	7043061	3-Mar-09	24, 25	05805/303092-EM10
SOOTHE TIME	Korea (South)	REGISTERED	40-2012-0053040	23-Aug-12	40-0983398	19-Jul-13	24, 25	05805/303092-KR0
SOOTHE TIME	Mexico	REGISTERED	960323	10-Sep-08	1069828	30-Oct-08	24	05805/303092-MX0
SOOTHE TIME	Japan	REGISTERED	2008-054079	4-Jul-08	5210870	6-Mar-09	24, 25	05805/303092-JP0
SOOTHE TIME	India	REGISTERED	1712772	21-Jul-08	1712772	21-Jul-08	24, 25	05805/303092-IN0
SOOTHE TIME & Design	United States	REGISTERED	77/435,516	31-Mar-08	3,861,315	12-Oct-10	24	05805/303092-US0
SOOTHING STATION	United States	REGISTERED	77/511,708	30-Jun-08	4,023,088	6-Sep-11	24, 25	05805/303105-US0
TELL ME A STORY	United States	PENDING	86/390,371	10-Sep-14			9	05805/308770-US0
THE BEST THING NEXT TO BABY...GUARANTEED	United States	ALLOWED	85/961,828	17-Jun-13	1,614,889	25-Sep-90	24	05805/308024-US0
THE BEST THING NEXT TO BABY...GUARANTEED	United States	REGISTERED	73/697,401	24-Nov-87	TMA75,8975	5-Feb-10		05805/303174-CA0
THE CRIB BUMPER ALTERNATIVE	Canada	REGISTERED	1332723	25-Jan-07	3,763,608	23-Mar-10	24, 25	05805/303174-US0
THE CRIB BUMPER ALTERNATIVE	United States	REGISTERED	1,546,994	7-Oct-11	TMA856,975	5-Aug-13		05805/306354-CA0
TUBTIME	Canada	REGISTERED	85/441,728	7-Oct-11	4,191,972	14-Aug-12	24	05805/306354-US0
TUBTIME Logo	Community Mark	REGISTERED	8614059	14-Oct-09	8614059	31-Mar-10	24, 25, 28	05805/303113-EM0
TUBTIME Logo	Community Mark	REGISTERED	1,593,637	11-Sep-12	TMA879,347	4-Jun-14		05805/303108-CA1
TUBTIME Logo	United States	REGISTERED	8616088	14-Oct-09	8616088	6-Aug-10	24, 25, 28	05805/303108-EM0
TUBTIME Logo	United States	REGISTERED	77/826,016	14-Sep-09	4,080,494	3-Jan-12	24	05805/303108-US0
WEAR-A-BIB	United States	REGISTERED	78/589,715	7-Mar-05	3,674,484	25-Aug-09	25	05805/303173-US0
WEAR-A-BLANKET	Canada	REGISTERED	1195016	29-Oct-03	TMA629428	5-Jan-05		05805/303172-CA0
WEAR-A-BLANKET	United States	REGISTERED	75/701,161	20-Aug-02	2,610,127	20-Aug-02	25	05805/303172-US0
Whale Logo	Canada	PENDING	1,629,448	4-Jun-13				05805/307660-CA0

ACQUIRED TRADEMARKS

Mark	Ctry Name	Status Desc	Application No	Application Date	Trade Mark No	Grant Date	Int. Classes	File Number
Whale Logo	Pakistan	PENDING	352,199	26-Dec-13			24	05805/307660-PK0
Whale Logo	Australia [Int]	REGISTERED	1171402	3-Jul-13	1574839	3-Jul-13	24	05805/307660-AU0
Whale Logo	Comm. TM [Int:TM]	REGISTERED	1171402	3-Jul-13	1171402	3-Jul-13	24	05805/307660-EM0
Whale Logo	Japan [Int TM]	REGISTERED	1171402	3-Jul-13	1171402	3-Jul-13	24	05805/307660-IP0
Whale Logo	Korea [INT]	REGISTERED	1171402	3-Jul-13	1171402	3-Jun-14	24	05805/307660-KR0
Whale Logo	Int. Trademark	REGISTERED	1171402	3-Jul-13	1171402	3-Jul-13	24	05805/307660-INT0
Whale Logo	Mexico [Int TM]	REGISTERED	1171402	3-Jul-13	1171402	3-Jul-13	24	05805/307660-MX0
Whale Logo	Singapore [Int T	REGISTERED	1171402	3-Jul-13	11313286Z	7-May-14	24	05805/307660-VN0
Whale Logo	VietNam[Int:TM]	REGISTERED	1171402	3-Jul-13	1171402	3-Jul-13	24	05805/307660-US0
Whale Logo	United States	REGISTERED	85/817,637	8-Jan-13	4,486,229	18-Feb-14	24	05805/303080-US0
WISEY	Community Mark	REGISTERED	8558314	17-Sep-09	8558314	16-Mar-10	18, 24, 25	05805/303079-EM0
ZZZTIME	Canada	REGISTERED	1,591,989	29-Aug-12	TMA869,756	23-Jan-14	20, 24, 28	05805/303080-CA1
ZZZTIME	Community Mark	REGISTERED	8615353	14-Oct-09	8615353	8-Jun-10	20, 24, 28	05805/303080-EM0
ZZZTIME	United States	REGISTERED	77/826,009	14-Sep-09	3,914,985	1-Feb-11	24	05805/303080-US0
ZZZTIME Design	Canada	REGISTERED	1,593,636	11-Sep-12	TMA870715	5-Feb-14	20, 24, 28	05805/303081-EM0
ZZZTIME Design	Community Mark	REGISTERED	8615619	14-Oct-09	8615619	8-Jun-10	20, 24, 28	05805/303081-EM0
ZZZTIME Design	United States	REGISTERED	77/825,996	14-Sep-09	3,914,984	1-Feb-11	24	05805/303081-US0

TRADEMARK

REEL: 005783 FRAME: 0677



Domain List

Domain	Registration Date	Registered	Available	Redeemable
babycribliner.com	February 25, 2016	X		
cribliners.com	February 25, 2016	X		
cuddlecare.com	March 5, 2016	X		
cuddlecare.info	May 18, 2016	X		
cuddlecare.net	May 18, 2016	X		
cuddlecare.org	April 4, 2016	X		
cuddleroo.info	May 18, 2016	X		
cuddleroo.net	May 18, 2016	X		
cuddletime.com	February 25, 2017		X	
cuddletime.xyz (priv)	June 19, 2015			
cuddletime.net	December 6, 2019		X	
dogterritory.com	May 30th, 2016	X		
deluxeswaddle.com (reg & priv)	August 6, 2016	X		
justborn.biz	August 7, 2017	X		
justborn.co	August 7, 2017	X		
justborn.info				
justborn.org	August 8, 2017	X		
justbornconcepts.com	April 29, 2017			
justbornswaddle.com	August 6, 2016	X		
justfordogs.com	October 11, 2017	X		
justtoddlers.com.au	November 13, 2013			
justborn.com.au	November 13, 2013			
justbornlimited.com	March 31, 2016	X		
justbornltd.com	March 31, 2016	X		
justbornforbaby.com	September 1, 2016		X	
newbabyessentials.com	January 8, 2017	X		
orca.net.cn	January 1, 2017		X	
onlinebabygear.com	August 18, 2016			
safercrib.com	February 25, 2016	X		
sellsoothetime.com	August 30, 2017	X		
shopsoothetime.com	August 28, 2017	X		
sippykick.com	May 18, 2016			
soothetime.com	April 4, 2016	X		
soothetime.info	April 4, 2016	X		
soothetime.net	April 4, 2016	X		
soothetime.org	April 4, 2016	X		
soothetime.co.uk	March 6, 2017			X
soothetime.de	March 6, 2016			X
soothetime.es	March 6, 2016			X
soothetime.fr	March 6, 2016			X
soothetime.it	March 6, 2016			X
soothingstation.com	August 14, 2017	X		
soothingstation.net	August 14, 2017	X		
soothingstation.org	August 14, 2017	X		
swaddlebabies.com	August 6, 2016	X		
swaddlingbaby.com	August 6, 2016	X		
swaddlinginfants.com	August 6, 2016	X		
swaddlingnewborn.com	August 6, 2016	X		
talltailspet.com	January 15, 2019	X		
talltailsdog.com	January 15, 2019	X		
talltails.net	June 17, 2017	X		
talltails.info (private reg)	June 17, 2017	X		
territoryfordogs.com	May 30th, 2016	X		
triboro.com	March 30, 2017		X	
triorca.com	June 27, 2016	X		

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

TRADEMARK LICENSES

United States License Agreement consisting of that certain Standard Terms and Conditions, dated December 17, 2012, by and between Disney Consumer Products, Inc. and Triboro Quilt Manufacturing Corporation, that certain Reference Packet, dated as of December 17, 2012, and that certain Schedule to License Agreement, dated as of September 30, 2014, as assigned by Triboro Quilt Manufacturing Corporation in favor of Grantor pursuant to that certain General Bill of Sale, Assignment and Assumption Agreement, dated effective as of January 1, 2016, by and between Triboro Quilt Manufacturing Corporation, as seller, and Grantor, as buyer, as consented to and amended by that certain Consent to Disney License Transfer Letter, dated December 15, 2015, executed by Disney Consumer Products, Inc., Triboro Quilt Manufacturing Corporation and Grantor (together with all exhibits, schedules, supplements and other attachments thereto).

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

On the ____ day of _____ in the year 2016, before me, the undersigned, personally appeared GARY SIMMONS, 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

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)

None.

SCHEDULE 4(k)

A company named TrueWomb, LLC is marketing and selling a swaddling blanket using the mark COMFORT WRAP for belts that are an integral component of the swaddling blanket, which may infringe the COMFORT WRAPS trademark acquired by Grantor. The prior owner of the COMFORT WRAPS mark sent cease and desist letters to TrueWomb, LLC in 2012 and threatened to take legal action against TrueWomb, LLC based on such infringement, but thereafter took no further action. Such inaction may give rise to defenses against trademark infringement claims if reasserted now.