

04-16-2001



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3.78-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

28 290

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

76085233

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☒ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

04/12/2001 DBYRNE 00000042 160752 76085233

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 125.00 CH 575.00 DP

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TRADEMARK
REEL: 002271 FRAME: 0182

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☒

No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

CHRISTINE LENT

Name of Person Signing



Signature

3/22/01

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75-772,815

75-803,369

75-857,665

375,455

1,983,894

1,860,389

76-052,342

75-159,815

1,871,281

2,422,118

1,899,831

TRADEMARK

REEL: 002271 FRAME: 0184

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
Afghanistan	DRYPERS	Drypers	Registered	5172	01/13/1996	16
Albania	DRYPERS	Drypers	Registered	6776	02/11/1998	16
Algeria	DRYPERS	Drypers	Registered	53823	11/24/1997	16
Armenia	DRYPERS	Drypers	Registered	2397	10/03/1997	16
Austria	DRYPERS	Drypers	Registered	154443	09/16/1994	
Azerbaijan	DRYPERS	Drypers	Registered	990016	01/05/1999	16
Belarus	DRYPERS	Drypers	Registered	7638	12/18/1997	16

H-244118.8

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
Benelux	DRYPERS	Drypers	Registered	584712	07/05/1995	25
Bhutan	DRYPERS	Drypers	Pending	BT/M/98/01332	04/06/1998	16
Bosnia-Herzegov	DRYPERS	Drypers	Pending	Z211A	11/06/1995	16
Bulgaria	DRYPERS	Drypers	Registered	27989	03/27/1996	16
Canada	BABY'S CHOICE	Drypers	Registered	374815	10/26/1990	
Canada	BABY'S DELIGHT	ULTRA/Drypers	Registered	407387	01/29/1993	
Canada	COMFEES	ULTRA/Drypers	Registered	418544	10/22/1993	0
Canada	DRY-LOCK	Drypers	Pending	1054848	04/12/2000	16
Canada	DRYPERS	Drypers	Registered	TMA385758	06/14/1991	0
Canada	DRYPERS	Drypers	Registered	440746	03/24/1995	25
Canada	DRYPERS	Drypers	Registered	516,254	09/14/1999	3
Canada	DRYPERS & DESIGN	Drypers	Registered	TMA385300	05/31/1991	0
Canada	DRYPERS BIG GIRL	Drypers	Pending	1051216	03/17/2000	16
Canada	GENTLE DRY	Drypers	Pending	1054850	04/12/2000	16
Canada	NEXT STEP	Drypers	Pending	1051217	03/17/2000	16
Canada	PANDA PALS	ULTRA/Drypers	Registered	403285	10/02/1992	0
Canada	TENDERSTRETCH	Drypers	Pending	1054849	04/12/2000	16
Canada	ULTRACARE	ULTRA/Drypers	Registered	423573	02/25/1994	0
Canada	ULTRACARE & DESIGN	ULTRA/Drypers	Registered	403286	10/02/1992	0
Community Trade	DRYPERS	Drypers	Pending	907758	08/17/1998	3
Croatia	DRYPERS	Drypers	Registered	Z951193	05/03/1999	16
Czech Republic	DRYPERS	Drypers	Registered	206052	12/30/1997	16
Denmark	DRYPERS	Drypers	Registered	4153-1993	06/11/1993	16
Egypt	DRYPERS	Drypers	Registered	85810	10/23/1994	16
Finland	DRYPERS	Drypers	Registered	129232	11/22/1993	16
France	DRYPERS	Drypers	Registered	93452269	01/26/1993	16
France	DRYPERS	Drypers	Registered	1207850	05/12/1992	
Georgia	DRYPERS	Drypers	Registered	8132	01/23/1998	16
Germany	DRYPERS	Drypers	Registered	2052845	12/27/1993	16
Great Britain	DRYPERS	Drypers	Registered	1523546	05/12/1995	16
Great Britain	DRYPERS	Drypers	Registered	1215030	03/20/1984	16
Greece	DRYPERS	DrypersRS	Pending	141640	09/02/1999	16

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
Guyana	DRYPERS	Drypers	Registered	15567A	07/05/1996	16
Hungary	DRYPERS	Drypers	Registered	147384	10/22/1997	16
Iceland	DRYPERS	Drypers	Registered	1246/96	11/25/1996	16
Indonesia	COMFEES	Drypers	Registered	409268	04/30/1997	16
Ireland	DRYPERS	Drypers	Registered	148429	11/12/1992	16
Israel	DRYPERS	Drypers	Registered	99210	01/07/1999	16
Italy	DRYPERS	Drypers	Registered	672300	03/12/1996	16
Jordan	DRYPERS	Drypers	Registered	31616	02/10/1993	16
Kazakhstan	DRYPERS	Drypers	Registered	6119	09/24/1997	16
Kyrgyzstan	DRYPERS	Drypers	Registered	3623	08/30/1996	16
Latvia	DRYPERS	Drypers	Registered	M38013	08/20/1997	16
Lithuania	DRYPERS	Drypers	Registered	29009	08/25/1998	16
Macedonia	DRYPERS	Drypers	Registered	6625	05/13/1998	16
Mexico	BABY'S CHOICE	VMG	Registered	410368	04/04/1991	16
Mexico	CLASSIC PREMIUMS	Drypers	Registered	509635	06/30/1993	16
Mexico	COMFEE FITS	ULTRA/Drypers	Registered	409040	03/26/1992	16
Mexico	COMFEES	ULTRA/Drypers	Registered	468047	07/29/1994	16
Mexico	DRYPERS	Drypers	Registered	475282	09/28/1994	16
Mexico	DRYPERS	Drypers	Registered	517289	02/21/1996	16
Mexico	DRYPERS	Drypers	Registered	471456	08/29/1994	25
Mexico	DRYPERS	Drypers	Registered	586121	08/28/1998	3
Mexico	DRYPERS ECONOSEC PLUS	Drypers	Registered	609365	05/17/1999	16
Mexico	DRYPERS PREMIUM	Drypers	Registered	562446	10/31/1997	16
Mexico	DRYPERS PREMIUM TRIPROTEC	Drypers	Registered	642797	02/23/2000	16
Mexico	DRYPERS ULTRA	Drypers	Pending	305818	08/26/1997	16
Mexico	DRYPERS UNI	Drypers	Pending	232767	05/25/1995	16
Mexico	ULTRA CARE	ULTRA/Drypers	Registered	409041	03/26/1992	16
Mexico	ULTRA CARE	ULTRA/Drypers	Registered	447447	11/29/1993	5
Moldova	DRYPERS	Drypers	Registered	4504	07/17/1995	16
Mongolia	DRYPERS	Drypers	Registered	2371	05/28/1998	16
Morocco	DRYPERS	Drypers	Registered	60704	09/20/1996	16
Nigeria	DRYPERS	Drypers	Registered	53077	06/11/1993	16

H-244118.8

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
Norway	DRYPERS	Drypers	Registered	160699	12/16/1993	16
O.A.P.I	DRYPERS	Drypers	Registered	40069	02/27/1998	16
Oman	DRYPERS	Drypers	Pending	8510	05/23/1993	16
Philippines	COMFEES	Drypers	Pending	114925	10/18/1996	16
Poland	DRYPERS	Drypers	Registered	102725	05/26/1998	16
Portugal	DRYPERS	Drypers	Registered	290327	05/24/1994	16
Qatar	DRYPERS	Drypers	Registered	10809	04/11/1999	16
Romania	DRYPERS	Drypers	Registered	7129	07/20/1995	16
Russian Federation	DRYPERS	Drypers	Registered	142261	05/17/1996	
Saudi Arabia	DRYPERS	Drypers	Registered	310/100	06/12/1994	16
Singapore	BABY'S CHOICE	VMG	Registered	6916/91	07/24/1991	16
Slovak Republic	DRYPERS	Drypers	Registered	182903	11/12/1998	16
Slovenia	DRYPERS	Drypers	Registered	9570926	08/19/1996	16
South Africa	DRYPERS	Drypers	Registered	91/10155	11/28/1991	25
South Africa	DRYPERS	Drypers	Registered	91/10154	11/28/1991	16
Spain	DRYPERS	Drypers	Pending	28422	06/16/1998	3
Sweden	DRYPERS	Drypers	Registered	255002	02/04/1994	16
Switzerland	DRYPERS	Drypers	Registered	404815	01/27/1993	16
Tajikistan	DRYPERS	Drypers	Registered	TJ4162	10/26/1999	16
Tangier	DRYPERS	Drypers	Registered	12.24	02/03/1999	0
Thailand	COMFEES	Drypers	Registered	Kor101041	02/13/1997	16
Thailand	DRYPERS UNI	Drypers	Registered	Kor68815	02/20/1998	16
Thailand	DRYPERS UNI & DEVICE	Drypers	Registered	Kor68800	02/20/1998	16
Thailand	DRYPERS UNI PLUS	Drypers	Registered	KOR111745	04/11/2000	16
Thailand	DRYPERS UNI PLUS (PACKAGING)	Drypers	Registered	KOR114738	03/26/1999	16
Thailand	UNI PLUS	Drypers	Pending	366829	08/10/1998	16
Tunisia	DRYPERS	Drypers	Registered	EE94.0051	06/30/1994	16
Turkey	DRYPERS	Drypers	Registered	174.183	06/25/1996	16
Ukraine	DRYPERS	Drypers	Pending	2000041484	04/12/2000	16
United Arab Emirates	DRYPERS	Drypers	Registered	1796	11/21/1993	16
United Arab Emirates	DRYPERS	Drypers	Registered	8867	11/28/1992	16
United States	AFFINITY	Drypers	Pending	75/655,920	03/08/1999	3

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
United States	BABY'S CHOICE	Drypers	Pending	75/866,498	12/07/1999	16
United States	BABY'S DELIGHT	Drypers	Pending	76/085,233	07/05/2000	3
United States	DINOBABY	Drypers	Pending	75/464,803	04/09/1998	16
United States	DRY-LOCK	Drypers	Pending	75/942,769	03/13/2000	16
United States	DRY-LOCK	Drypers	Pending	75/528,342	07/31/1998	16
United States	DRYPER	Drypers	Registered	375,455	02/20/1940	39
United States	DRYPER	Drypers	Registered	619,113	01/10/1956	39
United States	DRYPERS	Drypers	Registered	1,734,785	11/24/1992	16
United States	DRYPERS (WIPES)	Drypers	Registered	2,211,297	12/15/1998	3
United States	DRYPERS BIG GIRL	Drypers	Registered	1,832,155	04/19/1994	16
United States	DRYPERS PULL ONS	Drypers	Pending	76/093,917	07/21/2000	16
United States	GENTLE DRY	Drypers	Pending	76/001,484	03/16/2000	16
United States	GERM GUARD	Drypers	Registered	2,369,292	07/18/2000	5
United States	IT'S MORE THAN A DIAPER, IT'S DYPERS	Drypers	Pending	75/803,369	09/20/1999	
United States	NEXT STEP	Drypers	Pending	75/159,815	09/03/1996	16
United States	QUICKDRI	Drypers	Pending	75/772,815	08/11/1999	16
United States	SMARTY PANTS	Drypers	Pending	75/857,665	11/24/1999	16
United States	TENDERSTRETCH	Drypers	Registered	2,166,599	06/16/1998	16
United States	TOTTERS	Drypers	Pending	76/052,342	05/18/2000	16
United States	TOTTERS	Drypers	Pending	76/052,343	05/18/2000	3
United States	ULTRACARE	Drypers	Registered	1,712,975	09/08/1992	5
United States	ULTRACARE	Drypers	Registered	2,289,580	10/26/1999	3
United States	WEE-FITS	VMG/Drypers	Registered	1,678,490	03/10/1992	16
Uzbekistan	DRYPERS	Drypers	Pending	MBGU9501367.3	07/31/1995	16
Yemen Arab	DRYPERS	Drypers	Registered	3354	08/03/1993	16

**AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of March 14, 2001, between ASSOCIATED HYGIENIC PRODUCTS LLC, a Delaware limited liability company (the "Pledgor"), and FOOTHILL CAPITAL CORPORATION, a California corporation, in its capacity as administrative agent for the benefit of the Lender Group (as defined in the Loan Agreement, defined below).

W I T N E S S E T H:

WHEREAS, the Pledgor and Foothill Capital Corporation, a California corporation, in its capacity as lender ("Foothill"), are parties to that certain Loan and Security Agreement dated as of January 21, 2000 (as amended prior to the date hereof, the "Prior Loan Agreement") and related Loan Documents (as defined therein, the "Prior Loan Documents"); and

WHEREAS, the Pledgor and Foothill are parties to that certain Intellectual Property Security Agreement dated as of January 21, 2000 (as amended prior to the date hereof, the "Prior Intellectual Property Security Agreement") pursuant to which the Pledgor has pledged its intellectual property to secure, among other things, the payment and performance of the Obligations (as that term is defined in the Prior Intellectual Property Security Agreement); and

WHEREAS, the Pledgor has requested that Foothill amend and restate the Prior Loan Agreement in its entirety, and Foothill has agreed to such amendment and restatement; and

WHEREAS, the Pledgor, Foothill, in its capacity as administrative agent for the Lender Group (the "Agent") and the Lenders (as defined therein) have entered into to that certain Amended and Restated Loan and Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to extend credit to the Pledgor from time to time; and

WHEREAS, Foothill has required the Pledgor to amend and restate the Prior Intellectual Property Security Agreement by executing and delivering this Agreement to the Agent for the benefit of the Lender Group to secure the payment and performance of, among other things, all Obligations (as defined in the Loan Agreement) of the Pledgor under the Loan Agreement; and

WHEREAS, the Pledgor acknowledges and agrees that the security interests granted to Foothill pursuant to the Prior Intellectual Property Security Agreement shall remain outstanding and in full force and effect in accordance with the Prior Intellectual Property Security Agreement, and shall continue to secure the Obligations (as defined therein), and that the security interests granted to Foothill thereby are hereby ratified, confirmed and continued, and by execution and performance of the respective obligations hereunder, this Agreement shall

not constitute a novation.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and adequacy of all of the foregoing as legally sufficient consideration being hereby acknowledged, the Pledgor and Foothill do hereby agree that the Prior Intellectual Property Security Agreement is amended and restated in its entirety, and further agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise or limited herein.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Pledgor hereby grants to the Agent, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Pledgor's now owned or existing and hereafter acquired or arising: (a) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Pledgor's business symbolized by the foregoing and connected therewith, and (v) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this Section 4(a), are sometimes hereinafter individually and/or collectively

referred to as the "Trademarks"; and (b) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

5. Grant of Security Interest in Patents. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Pledgor hereby grants to the Agent, a security interest, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of the Pledgor's right, title and interest in and to the Pledgor's now owned or existing and hereafter acquired or arising: (a) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Pledgor's business symbolized by the foregoing and connected therewith, and (v) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (i)-(v) in this Section 5(a), are sometimes hereinafter individually and/or collectively referred to as the "Patents"; and (b) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

6. Grant of Security Interest in Copyrights. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Pledgor hereby grants to the Agent, a security interest, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of the Pledgor's right, title and interest in and to the Pledgor's now owned or existing and hereafter acquired or arising: (a) copyrights, registrations, and copyright applications, including, without limitation, the copyrights and copyright registrations and copyright applications listed on Schedule 3 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Pledgor's business symbolized by the foregoing and connected therewith, and (v) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (i)-(v) in this Section 6(a), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"; and (b) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

7. Grant of Security Interest in Trademark, Patent and Copyright Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Pledgor hereby grants to the Agent, a security interest, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of the Pledgor's right, title and interest in and to the Pledgor's now owned or existing and hereafter acquired or arising rights under or interest in any patent, trademark or copyright license agreements with any other party, whether the Pledgor

is a licensee or licensor under any such license agreement, including, without limitation, license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Agent's rights under the Loan Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 7, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 7 shall be deemed to apply thereto automatically.

8. Restrictions on Future Agreements. The Pledgor shall not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

9. New Trademarks, Patents, Copyrights and Licenses. The Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Pledgor, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned or held by the Pledgor, (c) the Copyrights listed on Schedule 3 include all of the copyrights, copyright registrations and copyright applications now owned or held by the Pledgor, (d) the Licenses listed on Schedule 4 include all of the patent, trademark or copyright license agreements under which the Pledgor is the licensee or licensor, and (e) no Liens, claims or security interests in such Trademarks, Patents, or Licenses have been granted by the Pledgor to any Person other than the Agent and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, the Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights, copyright application or any continuation or extension of any copyright, (iv) obtain rights to or become entitled to the benefit of any new license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement consistent with Section 8, the provisions of Section 4, 5, 6 and 7 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Pledgor shall give to the Agent written notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence promptly, and in any event within fifteen (15) days, after the occurrence thereof. The Pledgor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered

trademarks, trademark applications, service marks, registered service marks and service mark applications, which are Trademarks under Section 4 above or under this Section 9, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Section 5 above or under this Section 9, (iii) by amending Schedule 3 to include any future copyrights, copyright registrations and copyright applications, which are Copyrights under Section 6 above or under this Section 9, (iv) by amending Schedule 4 to include any future license agreements which are Licenses under Section 8 above or under this Section 9, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications and containing on Schedule 3 thereto, as the case may be, such future copyrights and copyright applications and containing on Schedule 4 thereto, as the case may be, such future license agreements.

10. Royalties. The Pledgor hereby agrees that the use by the Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under Section 19 or pursuant to any Loan Document shall be coextensive with the Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender Group to the Pledgor.

11. Right to Inspect; Further Assignments and Security Interest. The Agent may from time to time hereafter (at the Pledgor's expense) have access to, examine, audit, make copies and extracts from and inspect the Pledgor's premises and examine the Pledgor's books, records and operations relating to the Trademarks, Patents, Copyrights and Licenses, provided that if no Event of Default has occurred and is continuing, Agent shall only conduct any such inspection during normal business hours. The Pledgor agrees (i) not to sell or assign any of its interests in, or grant any license under, the Trademarks, Patents and Copyrights without the prior and express written consent of the Agent (which shall not be unreasonably withheld or delayed), and (ii) not to sell or assign its respective interests in the Licenses without the prior and express written consent of the Agent (which shall not be unreasonably withheld or delayed).

12. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights, and Licenses and shall terminate only when the Obligations have been paid in full in cash and all obligations of the Lender Group to extend credit to the Pledgor under the Loan Agreement have terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to the Pledgor, at the Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Agent or the Lender Group, or any of them pursuant to this Agreement.

13. Duties of the Pledgor. The Pledgor shall have the duty, to the extent desirable in the normal conduct of the Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently

any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, (c) to prosecute diligently any copyright application that is part of the Copyrights pending as of the date hereof or hereafter until the termination of this Agreement and (d) to take all reasonable and necessary action to preserve and maintain all of the Pledgor's rights in the Trademarks, Patents, Copyrights and Licenses. The Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright or License that is necessary or economically desirable in the operation of the Pledgor's business without the prior written consent of the Agent (which shall not be unreasonably withheld or delayed), and (ii) to use its best efforts to maintain in full force and effect the Trademarks, Patents, Copyrights and Licenses that are or shall be necessary or economically desirable in the operation of the Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the Pledgor. Neither the Agent nor any other member of the Lender Group shall have any duty with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, the Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other parties, but the Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgor and shall be added to the Obligations secured hereby.

14. Indemnification by the Pledgor. The Pledgor hereby agrees to indemnify and hold harmless the Agent and each other member of the Lender Group for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Agent and each other member of the Lender Group in connection with or in any way rising out of any suits, proceedings or other actions, relating to any or all of the Trademarks, Patents, Copyrights or Licenses (including, without limitation, whether brought by the Pledgor or any other Person, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, the Agent or any other member of the Lender Group is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this section shall survive the termination of this Agreement.

15. The Agent's Right to Sue. From and after the occurrence of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses and, if the Agent shall commence any such suit, the Pledgor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. The Pledgor shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 15 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Lender).

16. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by the Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Pledgor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent, and directed to the Pledgor and specifying such suspension or waiver.

17. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Section 9 hereof or in a written instrument signed by the parties hereto.

19. Power of Attorney; Cumulative Remedies.

(a) The Pledgor hereby irrevocably designates, constitutes and appoints the Agent (and all officers and agents of the Agent designated by the Agent in its sole and absolute discretion) as the Pledgor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in the Pledgor's or the Agent's name, upon the occurrence and during the continuance of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Pledgor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Lender in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, the Patents, the Copyrights or the Licenses to anyone, and (iv) take any other actions with respect to the Trademarks, the Patents, the Copyrights or the Licenses as the Lender reasonably deems in its best interest for the payment of the Obligations. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. The Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or any other member of the Lender Group under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and

remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Lender to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code or the equivalent provisions of revised article 9 of the Uniform Commercial Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, the Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. The Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

20. Successors and Assigns. This Agreement shall be binding upon the Pledgor and its successors and assigns, and shall inure to the benefit of the Agent, each Lender and their nominees, successors and assigns. The Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of the Pledgor; provided, however, that the Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of Georgia applicable to agreements made and to be performed in Georgia without reference to the conflicts or choice of law principles thereof.

22. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

23. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

24. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

25. Agent. Each reference herein to any right granted to, benefit conferred upon, or power exercisable by, the "Agent" shall be a reference to the Agent for the benefit of

the Lender Group, and each action taken or right exercised hereunder shall be deemed to have been so taken or exercisable by the Agent for the benefit of the members of the Lender Group.

26. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of the Pledgor and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Pledgor and the Agent.

27. Effectiveness. This Agreement shall become effective on the Closing Date.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

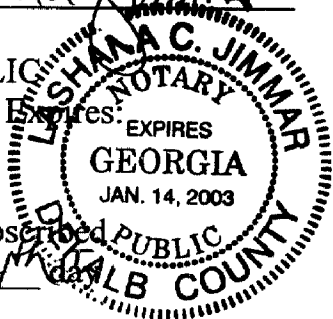
PLEDGOR:

Sworn to and subscribed
before me this 14th day
of March, 2001

**ASSOCIATED HYGIENIC PRODUCTS
LLC**, a Delaware limited liability company

By: *Peter Chang*
Name: Peter Chang
Title: President

NOTARY PUBLIC
My Commission Expires:



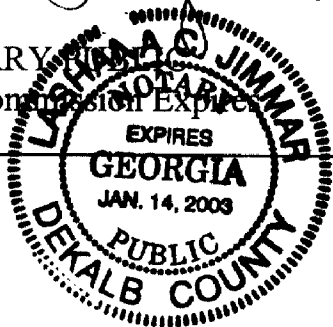
Sworn to and subscribed
before me this 14th day
of March, 2001

AGENT:

FOOTHILL CAPITAL CORPORATION,
as Agent

By: *Phyllis Hosen*
Name: Phyllis Hosen
Title: Vice President

NOTARY PUBLIC
My Commission Expires:



Schedule 1 – Trademarks and Trademark Applications

Trademarks-Registered in the United States and owned by Borrower

Registration/Application Number

FITTI GROWN-UPS 1,983,894

HER DRYNESS 1,860,389

HIS DRYNESS 1,871,281

SUPER FAN*NIES 2,422,118

TWICE AS DRY 1,899,831

Trademarks under exclusive license

Licensor

COSIFITS DSG-TEK Limited

CERTAINTY Associated Hygienics Product (Canada) Inc.

CUDDLES Associated Hygienic Products, Inc.

FITTI Disposable Soft Goods Limited

MAGIC DRY eAllcares LLC

PETPET Disposable Soft Goods Limited

MAGIC STARS Associated Hygienic Products, Inc.

PRIMA Associated Hygienic Products, Inc.

BABY'S CHOICE Associated Hygienic Products, Inc.

Drypers (see attached)

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
Afghanistan	DRYPERS	Drypers	Registered	5172	01/13/1996	16
Albania	DRYPERS	Drypers	Registered	6776	02/11/1998	16
Algeria	DRYPERS	Drypers	Registered	53823	11/24/1997	16
Armenia	DRYPERS	Drypers	Registered	2397	10/03/1997	16
Austria	DRYPERS	Drypers	Registered	154443	09/16/1994	
Azerbaijan	DRYPERS	Drypers	Registered	990016	01/05/1999	16
Belarus	DRYPERS	Drypers	Registered	7638	12/18/1997	16

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
Benelux	DRYPERS	Drypers	Registered	584712	07/05/1995	25
Bhutan	DRYPERS	Drypers	Pending	BT/M/98/01332	04/06/1998	16
Bosnia-Herzegov	DRYPERS	Drypers	Pending	Z211A	11/06/1995	16
Bulgaria	DRYPERS	Drypers	Registered	27989	03/27/1996	16
Canada	BABY'S CHOICE	Drypers	Registered	374815	10/26/1990	
Canada	BABY'S DELIGHT	ULTRA/Drypers	Registered	407387	01/29/1993	
Canada	COMFEES	ULTRA/Drypers	Registered	418544	10/22/1993	0
Canada	DRY-LOCK	Drypers	Pending	1054848	04/12/2000	16
Canada	DRYPERS	Drypers	Registered	TMA385758	06/14/1991	0
Canada	DRYPERS	Drypers	Registered	440746	03/24/1995	25
Canada	DRYPERS	Drypers	Registered	516,254	09/14/1999	3
Canada	DRYPERS & DESIGN	Drypers	Registered	TMA385300	05/31/1991	0
Canada	DRYPERS BIG GIRL	Drypers	Pending	1051216	03/17/2000	16
Canada	GENTLE DRY	Drypers	Pending	1054850	04/12/2000	16
Canada	NEXT STEP	Drypers	Pending	1051217	03/17/2000	16
Canada	PANDA PALS	ULTRA/Drypers	Registered	403285	10/02/1992	0
Canada	TENDERSTRETCH	Drypers	Pending	1054849	04/12/2000	16
Canada	ULTRACARE	ULTRA/Drypers	Registered	423573	02/25/1994	0
Canada	ULTRACARE & DESIGN	ULTRA/Drypers	Registered	403286	10/02/1992	0
Community Trade	DRYPERS	Drypers	Pending	907758	08/17/1998	3
Croatia	DRYPERS	Drypers	Registered	Z951193	05/03/1999	16
Czech Republic	DRYPERS	Drypers	Registered	206052	12/30/1997	16
Denmark	DRYPERS	Drypers	Registered	4153-1993	06/11/1993	16
Egypt	DRYPERS	Drypers	Registered	85810	10/23/1994	16
Finland	DRYPERS	Drypers	Registered	129232	11/22/1993	16
France	DRYPERS	Drypers	Registered	93452269	01/26/1993	16
France	DRYPERS	Drypers	Registered	1207850	05/12/1992	
Georgia	DRYPERS	Drypers	Registered	8132	01/23/1998	16
Germany	DRYPERS	Drypers	Registered	2052845	12/27/1993	16
Great Britain	DRYPERS	Drypers	Registered	1523546	05/12/1995	16
Great Britain	DRYPERS	Drypers	Registered	1215030	03/20/1984	16
Greece	DRYPERS	DrypersRS	Pending	141640	09/02/1999	16

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
Guyana	DRYPERS	Drypers	Registered	15567A	07/05/1996	16
Hungary	DRYPERS	Drypers	Registered	147384	10/22/1997	16
Iceland	DRYPERS	Drypers	Registered	1246/96	11/25/1996	16
Indonesia	COMFEES	Drypers	Registered	409268	04/30/1997	16
Ireland	DRYPERS	Drypers	Registered	148429	11/12/1992	16
Israel	DRYPERS	Drypers	Registered	99210	01/07/1999	16
Italy	DRYPERS	Drypers	Registered	672300	03/12/1996	16
Jordan	DRYPERS	Drypers	Registered	31616	02/10/1993	16
Kazakhstan	DRYPERS	Drypers	Registered	6119	09/24/1997	16
Kyrgyzstan	DRYPERS	Drypers	Registered	3623	08/30/1996	16
Latvia	DRYPERS	Drypers	Registered	M38013	08/20/1997	16
Lithuania	DRYPERS	Drypers	Registered	29009	08/25/1998	16
Macedonia	DRYPERS	Drypers	Registered	6625	05/13/1998	16
Mexico	BABY'S CHOICE	VMG	Registered	410368	04/04/1991	16
Mexico	CLASSIC PREMIUMS	Drypers	Registered	509635	06/30/1993	16
Mexico	COMFEE FITS	ULTRA/Drypers	Registered	409040	03/26/1992	16
Mexico	COMFEES	ULTRA/Drypers	Registered	468047	07/29/1994	16
Mexico	DRYPERS	Drypers	Registered	475282	09/28/1994	16
Mexico	DRYPERS	Drypers	Registered	517289	02/21/1996	16
Mexico	DRYPERS	Drypers	Registered	471456	08/29/1994	25
Mexico	DRYPERS	Drypers	Registered	586121	08/28/1998	3
Mexico	DRYPERS ECONOSEC PLUS	Drypers	Registered	609365	05/17/1999	16
Mexico	DRYPERS PREMIUM	Drypers	Registered	562446	10/31/1997	16
Mexico	DRYPERS PREMIUM TRIPROTEC	Drypers	Registered	642797	02/23/2000	16
Mexico	DRYPERS ULTRA	Drypers	Pending	305818	08/26/1997	16
Mexico	DRYPERS UNI	Drypers	Pending	232767	05/25/1995	16
Mexico	ULTRA CARE	ULTRA/Drypers	Registered	409041	03/26/1992	16
Mexico	ULTRA CARE	ULTRA/Drypers	Registered	447447	11/29/1993	5
Moldova	DRYPERS	Drypers	Registered	4504	07/17/1995	16
Mongolia	DRYPERS	Drypers	Registered	2371	05/28/1998	16
Morocco	DRYPERS	Drypers	Registered	60704	09/20/1996	16
Nigeria	DRYPERS	Drypers	Registered	53077	06/11/1993	16

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
Norway	DRYPERS	Drypers	Registered	160699	12/16/1993	16
O.A.P.I	DRYPERS	Drypers	Registered	40069	02/27/1998	16
Oman	DRYPERS	Drypers	Pending	8510	05/23/1993	16
Philippines	COMFEES	Drypers	Pending	114925	10/18/1996	16
Poland	DRYPERS	Drypers	Registered	102725	05/26/1998	16
Portugal	DRYPERS	Drypers	Registered	290327	05/24/1994	16
Qatar	DRYPERS	Drypers	Registered	10809	04/11/1999	16
Romania	DRYPERS	Drypers	Registered	7129	07/20/1995	16
Russian Federation	DRYPERS	Drypers	Registered	142261	05/17/1996	
Saudi Arabia	DRYPERS	Drypers	Registered	310/100	06/12/1994	16
Singapore	BABY'S CHOICE	VMG	Registered	6916/91	07/24/1991	16
Slovak Republic	DRYPERS	Drypers	Registered	182903	11/12/1998	16
Slovenia	DRYPERS	Drypers	Registered	9570926	08/19/1996	16
South Africa	DRYPERS	Drypers	Registered	91/10155	11/28/1991	25
South Africa	DRYPERS	Drypers	Registered	91/10154	11/28/1991	16
Spain	DRYPERS	Drypers	Pending	28422	06/16/1998	3
Sweden	DRYPERS	Drypers	Registered	255002	02/04/1994	16
Switzerland	DRYPERS	Drypers	Registered	404815	01/27/1993	16
Tajikistan	DRYPERS	Drypers	Registered	TJ4162	10/26/1999	16
Tangier	DRYPERS	Drypers	Registered	12.24	02/03/1999	0
Thailand	COMFEES	Drypers	Registered	Kor101041	02/13/1997	16
Thailand	DRYPERS UNI	Drypers	Registered	Kor68815	02/20/1998	16
Thailand	DRYPERS UNI & DEVICE	Drypers	Registered	Kor68800	02/20/1998	16
Thailand	DRYPERS UNI PLUS	Drypers	Registered	KOR111745	04/11/2000	16
Thailand	DRYPERS UNI PLUS (PACKAGING)	Drypers	Registered	KOR114738	03/26/1999	16
Thailand	UNI PLUS	Drypers	Pending	366829	08/10/1998	16
Tunisia	DRYPERS	Drypers	Registered	EE94.0051	06/30/1994	16
Turkey	DRYPERS	Drypers	Registered	174.183	06/25/1996	16
Ukraine	DRYPERS	Drypers	Pending	2000041484	04/12/2000	16
United Arab Emirates	DRYPERS	Drypers	Registered	1796	11/21/1993	16
United Arab Emirates	DRYPERS	Drypers	Registered	8867	11/28/1992	16
United States	AFFINITY	Drypers	Pending	75/655,920	03/08/1999	3

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
United States	BABY'S CHOICE	Drypers	Pending	75/866,498	12/07/1999	16
United States	BABY'S DELIGHT	Drypers	Pending	76/085,233	07/05/2000	3
United States	DINOBABY	Drypers	Pending	75/464,803	04/09/1998	16
United States	DRY-LOCK	Drypers	Pending	75/942,769	03/13/2000	16
United States	DRY-LOCK	Drypers	Pending	75/528,342	07/31/1998	16
United States	DRYPER	Drypers	Registered	375,455	02/20/1940	39
United States	DRYPER	Drypers	Registered	619,113	01/10/1956	39
United States	DRYPERS	Drypers	Registered	1,734,785	11/24/1992	16
United States	DRYPERS (WIPES)	Drypers	Registered	2,211,297	12/15/1998	3
United States	DRYPERS BIG GIRL	Drypers	Registered	1,832,155	04/19/1994	16
United States	DRYPERS PULL ONS	Drypers	Pending	76/093,917	07/21/2000	16
United States	GENTLE DRY	Drypers	Pending	76/001,484	03/16/2000	16
United States	GERM GUARD	Drypers	Registered	2,369,292	07/18/2000	5
United States	IT'S MORE THAN A DIAPER, IT'S DRYPERS	Drypers	Pending	75/803,369	09/20/1999	
United States	NEXT STEP	Drypers	Pending	75/159,815	09/03/1996	16
United States	QUICKDRI	Drypers	Pending	75/772,815	08/11/1999	16
United States	SMARTY PANTS	Drypers	Pending	75/857,665	11/24/1999	16
United States	TENDERSSTRETCH	Drypers	Registered	2,166,599	06/16/1998	16
United States	TOTTERS	Drypers	Pending	76/052,342	05/18/2000	16
United States	TOTTERS	Drypers	Pending	76/052,343	05/18/2000	3
United States	ULTRACARE	Drypers	Registered	1,712,975	09/08/1992	5
United States	ULTRACARE	Drypers	Registered	2,289,580	10/26/1999	3
United States	WEE-FITS	VMG/Drypers	Registered	1,678,490	03/10/1992	16
Uzbekistan	DRYPERS	Drypers	Pending	MBGU9501367.3	07/31/1995	16
Yemen Arab	DRYPERS	Drypers	Registered	3354	08/03/1993	16

Schedule 2 - Patents and Patent Applications

See Attached

Drypers' Patent List

Country	Patent Title	Owner	Status in Patent Office	Registration/ Filing Date	Registration Number
Australia	(UNICUFF 2) DISPOSABLE ABSORBENT ARTICLES WITH IMPROVED LIQUID ABSORPTION AND RETENTION	Drypers	Pending	07/13/1999	UNKNOWN
Australia	D-5841 (UNICUFF 1) DISPOSABLE DIAPER WITH CUFF	Drypers	Granted	717826	07/20/2000
Canada	(UNICUFF 2) DISPOSABLE ABSORBENT ARTICLES WITH IMPROVED LIQUID ABSORPTION AND RETENTION	Drypers	Pending	07/13/1999	UNKNOWN
Canada	D-5841(UNICUFF 1) DISPOSABLE DIAPER WITH CUFF	Drypers	Pending	08/29/1996	2263223
European Patent	(UNICUFF 2) DISPOSABLE ABSORBENT ARTICLES WITH IMPROVED LIQUID ABSORPTION AND RETENTION	Drypers	Pending	07/13/1999	99937235.2
European Patent	D-5841 (UNICUFF 1) DISPOSABLE DIAPER WITH CUFF	Drypers	Pending	08/29/1996	96929811.6
Malaysia	DISPOSABLE ABSORBENT ARTICLE EMPLOYING AN ABSORBENT COMPOSITE, AND METHOD OF MAKING THE SAME	Drypers	Pending	07/17/2000	PI20003254
Malaysia	DISPOSABLE ABSORBENT ARTICLE WITH CONTAINMENT STRUCTURE	Drypers	Pending	10/10/2000	PI20004729
Malaysia	DISPOSABLE ABSORBENT ARTICLE WITH CONTAINMENT STRUCTURE	Drypers	Pending	10/10/2000	PI20004730
Malaysia	DISPOSABLE ABSORBENT GARMENT HAVING STRETCHABLE SIDE WAIST REGIONS	Drypers	Pending	12/17/1999	UNKNOWN
Mexico	(UNICUFF 2) DISPOSABLE ABSORBENT ARTICLES WITH IMPROVED LIQUID ABSORPTION AND RETENTION	Drypers	Pending	07/13/1999	UNKNOWN
Mexico	ABSORBENT ARTICLES WITH IMPROVED RASH-PREVENTING PROPERTIES	Drypers	Pending	04/17/1998	9803062
Mexico	D-5841(UNICUFF 1) DISPOSABLE DIAPER WITH CUFF	Drypers	Pending	08/29/1996	9901519
Patent Cooperative	D-5841 (UNICUFF 1) DISPOSABLE DIAPER WITH CUFF	Drypers	Pending	08/29/1996	US96/13944
Patent Cooperative	DISPOSABLE ABSORBENT ARTICLE EMPLOYING AN ABSORBENT COMPOSITE, AND METHOD OF MAKING THE SAME	Drypers	Pending	07/14/2000	US00/19493
Patent Cooperative	DISPOSABLE ABSORBENT ARTICLE WITH CONTAINMENT STRUCTURE	Drypers	Pending	10/12/2000	US00/28169
Patent Cooperative	DISPOSABLE ABSORBENT ARTICLE WITH CONTAINMENT STRUCTURE	Drypers	Pending	10/12/2000	US00/28167
Patent Cooperative	DISPOSABLE ABSORBENT GARMENT HAVING STRETCHABLE SIDE WAIST REGIONS	Drypers	Pending	11/22/1999	US99/27740
United States	(UNICUFF 2) DISPOSABLE ABSORBENT ARTICLES WITH IMPROVED LIQUID ABSORPTION AND RETENTION	Drypers	Pending	07/20/1998	09/119,108
United States	ABSORBENT ARTICLES WITH IMPROVED RASH-PREVENTING PROPERTIES	Drypers	Granted	5,938,649	08/17/1999
United States	ABSORBENT ARTICLES WITH IMPROVED RASH-PREVENTING PROPERTIES	Drypers	Granted	5,944,705	08/31/1999
United States	D-5119 TAPELESS SUPER-ABSORBENT DISPOSABLE DIAPER	Drypers	Granted	5,019,069	05/28/1991
United States	D-5119 TAPELESS SUPER-ABSORBENT DISPOSABLE DIAPER	Drypers	Granted	5,176,669	01/05/1993

Drypers' Patent List

Country	Patent Title	Owner	Status in Patent Office	Registration/ Filing Date	Registration Number
United States	D-5646 DISPOSABLE GARMENT WITH DE-ELASTICIZED ELASTIC MEMBERS AND METHOD FOR MAKING SAME	Drypers	Granted	5,622,581	04/22/1997
United States	D-5653 DISPOSABLE GARMENT WITH NOODLE CUFF AND METHOD FOR MANUFACTURING THE SAME	Drypers	Granted	5,536,350	07/16/1996
United States	D-5653 DISPOSABLE GARMENT WITH NOODLE CUFF AND METHOD FOR MANUFACTURING THER	Drypers	Granted	5,769,836	06/23/1998
United States	D-5841 (UNICUFF 1) DISPOSABLE DIAPER WITH CUFF	Drypers	Granted	5,643,243	07/01/1997
United States	DISPOSABLE ABSORBENT ARTICLE EMPLOYING AN ABSORBENT COMPOSITE, AND METHOD OF MAKING THE SAME	Drypers	Pending	07/14/2000	09/615,978
United States	DISPOSABLE ABSORBENT ARTICLE WITH CONTAINMENT STRUCTURE	Drypers	Pending	10/15/1999	09/418,902
United States	DISPOSABLE ABSORBENT ARTICLE WITH CONTAINMENT STRUCTURE	Drypers	Pending	02/11/2000	09/502,323
United States	DISPOSABLE ABSORBENT GARMENT HAVING STRETCHABLE SIDE WAIST REGIONS	Drypers	Pending	12/18/1998	09/215,473
United States	DISPOSABLE ABSORBENT GARMENT SUCH AS A DIAPER OR TRAINING PANTS AND A PROCESS OF MAKING THE SAME	Drypers	Pending	05/30/2000	09/580,282
United States	SYSTEM AND PROCESS FOR MAKING A DISPOSABLE ABSORBENT GARMENT SUCH AS A DIAPER OR TRAINING PANTS	Drypers	Pending	05/30/2000	09/580,066

Schedule 3 - Copyright Registrations and Copyright Applications

None

Schedule 4 – Licenses

1. Disposable Soft Goods (UK) PLC
2. Kimberly Clark
3. Procter & Gamble
4. Paws Inc.
5. Koala Corporation

Drypers:

1. Kimberly Clark
2. Procter & Gamble
3. PeopleSoft USA, Inc.

Schedule 5 – Domain Names

DRYPERS.COM
DRYPERS-INTL.COM
DIAPERDOCTOR.COM
DOCBOTTOMS.COM
DIAPERDOC.COM
DOCDIAPERS.COM
DRDIAPER.COM
DRBOTTOMS.COM
COSIES.COM
DRIBOTTOMS.COM
COZIES.COM
DOCBOTTOM.COM
DRYPERS.COM.BR
DRYPERS-CARIB.COM

TRADEMARK

REEL: 002271 FRAME: 0211

Trademarks and Trademark Applications

Trademarks-Registered in the United States and owned by Borrower

Registration/Application Number

FITTI GROWN-UPS	1,983,894
HER DRYNESS	1,860,389
HIS DRYNESS	1,871,281
SUPER FAN*NIES	2,422,118
TWICE AS DRY	1,899,831

Trademarks under exclusive license

Licensor

COSIFITS	DSG-TEK Limited
CERTAINTY	Associated Hygienics Product (Canada) Inc.
CUDDLES	Associated Hygienic Products, Inc.
FITTI	Disposable Soft Goods Limited
MAGIC DRY	eAllcares LLC
PETPET	Disposable Soft Goods Limited
MAGIC STARS	Associated Hygienic Products, Inc.
PRIMA	Associated Hygienic Products, Inc.
BABY'S CHOICE	Associated Hygienic Products, Inc.