

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The ERGO Baby Carrier, Inc.		09/16/2010	CORPORATION: HAWAII
RECEIVING PARTY DATA			
Name:	Compass Group Diversified Holdings LLC		
Street Address:	61 Wilton Road, Second Floor		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2994269	THE ERGO BABY CARRIER	
Registration Number:	3200914	THE ERGO BABY	
Serial Number:	77937650	INFANT INSERT 2	
CORRESPONDENCE DATA			
Fax Number:	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513.361.1200		
Email:	trademark@ssd.com		
Correspondent Name:	Jennifer L. Interliggi		
Address Line 1:	Squire, Sanders & Dempsey L.L.P.		
Address Line 2:	221 E. Fourth St., Suite 2900		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	052292.00108		
NAME OF SUBMITTER:	Jennifer L. Interliggi		

CH \$90.00 2994269

900172127

**TRADEMARK
 REEL: 004282 FRAME: 0439**

Signature:	/Jennifer L. Interliggi/
Date:	09/21/2010
Total Attachments: 7 source=IP Security Agreement (ERGO) (executed copy)#page1.tif source=IP Security Agreement (ERGO) (executed copy)#page2.tif source=IP Security Agreement (ERGO) (executed copy)#page3.tif source=IP Security Agreement (ERGO) (executed copy)#page4.tif source=IP Security Agreement (ERGO) (executed copy)#page5.tif source=IP Security Agreement (ERGO) (executed copy)#page6.tif source=IP Security Agreement (ERGO) (executed copy)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this "Security Agreement") is entered into as of September 16, 2010, by The ERGO Baby Carrier, Inc., a Hawaii corporation ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party"), pursuant to the terms of (i) that certain Credit Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the "Credit Agreement") among the Secured Party, as lender, Grantor, as borrower, and ERGO Baby Intermediate Holding Corporation, a Delaware corporation, as co-borrower ("Co-Borrower"), dated of even date herewith, and (ii) that certain Guarantee and Collateral Agreement (as the same may be amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Secured Party, Grantor, Co-Borrower, ERGO Baby Holding Corporation, a Delaware corporation, and the subsidiaries of Grantor party thereto, if any, dated of even date herewith.

Pursuant to the Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks and Patents identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantor's right, title and interest in and to the Trademarks, Patents and Copyrights, in each case including, without limitation, those items, if any, listed on Schedule A hereto.

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office ("UPTO") the grant of a security interest in the Trademarks and the Patents pursuant to the Collateral Agreement. The Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Collateral Agreement, the Collateral Agreement shall prevail.

Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks and the Patents granted hereby are more fully set forth in Collateral Agreement, the terms and

provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Filing this Security Interest. The party that files this Security Agreement with the UPTO shall: (i) complete accurately, and include as part of such filing, the UPTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.


Section 6. Counterparts. This Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow]

IN TESTIMONY WHEREOF, the Grantor and Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the date first referenced above.

GRANTOR:

THE ERGO BABY CARRIER, INC.

By: 
 Name: ROBERT P. DeVAN
 Title: COO

STATE OF _____)
 COUNTY OF _____) SS
)

On this ___ day of September, 2010, there appeared before me _____,
 personally known to me, who acknowledged that he signed the foregoing Intellectual Property
 Security Agreement as his voluntary act and deed on behalf and with full authority of The ERGO
 Baby Carrier, Inc.

 Notary Public

My Commission Expires: _____

[Signatures continue on the following page]

*See attached
 acknowledgment*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange }

On Sept. 15, 2010 before me, Gail E. Ross, Notary Public
Date Here Insert Name and Title of the Official

personally appeared Robert De Van
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature Gail E. Ross
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Intellectual Property Security Agreement

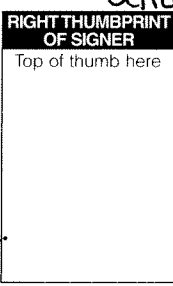
Document Date: Sept. 16, 2010 Number of Pages: 2

Signer(s) Other Than Named Above: Ø

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert De Van

- Individual
- Corporate Officer — Title(s): Chief Operating Officer
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: The ERGO Baby Carter Inc.

Signer's Name: Ø

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SECURED PARTY:

**COMPASS GROUP DIVERSIFIED
HOLDINGS LLC**

By: _____

Name: James J. Bottiglieri
Title: Chief Financial Officer

STATE OF CONNECTICUT)
) SS
COUNTY OF Fairfield)

On this 9 day of September, 2010, there appeared before me James J. Bottiglieri, personally known to me, who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his voluntary act and deed on behalf and with full authority of Compass Group Diversified Holdings LLC.



Notary Public

My Commission Expires: 4/30/11

Schedule A
to
Intellectual Property Security Agreement

The ERGO Baby Carrier, Inc.

PATENTS

ISSUED PATENTS:			
<u>Registered Patent No.</u>	<u>Issue Date</u>	<u>Country of Issue</u>	<u>Description of Invention</u>
7,322,498	January 29, 2008	United States	Baby Carrier
000304514-0001 000304514-0002	March 5, 2005	OHIM Registered Community Design	Baby Carrier

PATENT APPLICATIONS:			
<u>Serial Number</u>	<u>Filing Date</u>	<u>Country of Application</u>	<u>Description of Invention</u>
11/949,324	December 3, 2007	United States	Baby Carrier
12/544,093	August 19, 2009	United States	Heart-to-Heart Infant Insert
PCT/US2004/029614 04783725.7	September 4, 2004	PCT European Patent Office	Baby Carrier: PCT Application

TRADEMARKS

ISSUED TRADEMARKS:				
<u>Registration Number</u>	<u>Date of Registration</u>	<u>Country of Issue</u>	<u>Class</u>	<u>Mark</u>
2994269	September 13, 2005	United States		The ERGO Baby Carrier (Design)
3200914	January 23, 2007	United States		The ERGO Baby (Design)
6047261	April 15, 2008	EU Community Trademark		ERGObaby: Word Only
6047278	April 15, 2008	EU Community Trademark		The ERGO Baby Carrier: Word and Design

TRADEMARK APPLICATIONS:				
<u>Serial Number</u>	<u>Date of Application</u>	<u>Country of Application</u>	<u>Class</u>	<u>Mark</u>
77937650	February 17, 2010	United States		Infant Insert 2 (Design)
40-2009-55629	November 11, 2009	South Korea		ERGO Baby Carrier: (Word Only)
2010-045845	June 9, 2010	Japan		ERGObaby (Word Only)