

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heritage Baby Products, LLC		12/29/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	499 Thornall Street		
City:	Edison		
State/Country:	NEW JERSEY		
Postal Code:	08837		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3136676	BABY CACHE	
Registration Number:	4383394	BABY CACHE´	
Registration Number:	4383396	BABY CACHE ELITE	
Registration Number:	4383397	BABY CACHÉ ELITE	
Registration Number:	4271369	SUITE BEBÉ	
Registration Number:	3303417	LIFETIME CRIB	
Registration Number:	4142245	MUNIRÉ FURNITURE	
Registration Number:	4271683	MUNIRÉ	
Registration Number:	4267296	SOPORA	
Registration Number:	4261546	SOPORA BRINGING BETTER SLEEP	
Registration Number:	4268141	NURSERY CHATTER	
Registration Number:	4267961	NURSERY CHATTER	
CORRESPONDENCE DATA			
Fax Number:	9734250161		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	973425-8844		
Email:	fmoldovan@mdmc-law.com		
Correspondent Name:	Florina A. Moldovan c/o McElroy Deutsch		

CH \$315.00 3136676

TRADEMARK

Address Line 1: 1300 Mount Kemble Ave. P.O. Box 2075
Address Line 4: Morristown, NEW JERSEY 07962

ATTORNEY DOCKET NUMBER: S1536-1001 CAPITAL SEC.

NAME OF SUBMITTER: Florina A. Moldovan

SIGNATURE: /Florina Moldovan/

DATE SIGNED: 01/06/2015

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

dated as of December 29, 2014

by

HERITAGE BABY PRODUCTS, LLC

in favor of

CAPITAL ONE, NATIONAL ASSOCIATION

Record and Return to:

Michael A. Gallo, Jr., Esq.
DeCotiis, FitzPatrick & Cole, LLP
Glenpointe Centre West
500 Frank W. Burr Boulevard
Teaneck, New Jersey 07666

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SCHEDULES

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, modified and supplemented and in effect from time to time, this "Agreement") is made as of December 29, 2014 by HERITAGE BABY PRODUCTS, LLC, a New Jersey limited liability company (the "Grantor") in favor of CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association (the "Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 29, 2014, by and among the Grantor, Heritage Holdings, LLC (individually, a "Borrower" and collectively, the "Borrowers") and the Bank (as such agreement may be amended, modified, and/or supplemented, from time to time, collectively, the "Credit Agreement"), the Bank has agreed to provide a certain credit facility to the Borrowers, subject to the terms and conditions of the Credit Agreement and the Loan Documents (the "Facility"); and

WHEREAS, in connection with the Facility, the Bank has required, and the Grantor has agreed, to execute and deliver this Agreement to secure the Obligations; and

WHEREAS, the Grantor has determined that its execution, delivery and performance of this Agreement directly benefits it and is within the purposes of, and in the best interests of the Grantor; and

WHEREAS, in order to secure the payment and performance of all Obligations, the Grantor has granted the security interests contemplated by this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and of any financial accommodations or extensions of credit (including, without limitation, any loan or advance by renewal, refinancing or extension of the agreements described hereinabove) heretofore, now or hereafter made to or for the benefit of the Borrowers by the Bank in connection with the transactions contemplated by the Credit Agreement and the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Unless otherwise defined herein, all words and terms set forth and defined in the Credit Agreement shall have the same meaning as set forth in the Credit Agreement, as if fully set forth in this Agreement

Section 2. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

Section 3. Security Interest in Trademarks. To secure the prompt and complete payment when due of, and the observance and performance of, the Obligations, the Grantor hereby grants, assigns, hypothecates, mortgages, conveys and transfers to the Bank, a security interest in all of its rights, title and interest in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located:

(a) all trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 3(a) of this Agreement and utilized in the conduct of the Grantor's business, 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 Grantor's business symbolized by the foregoing and connected therewith, and (v) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in Sections 3(a)(i) through 3(a)(v) of this Agreement, individually and/or collectively, the "Trademarks"); and

(b) any and all rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule 3(b) of this Agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (collectively, the "Licenses").

Section 4. Restrictions on Future Agreements. The Grantor will not, without the Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Grantor further covenants and agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would

in any respect adversely affect the validity or enforcement of the rights transferred under this Agreement or the rights associated with the Trademarks or the Licenses.

Section 5. New Trademarks and Licenses. The Grantor represents and warrants that (a) the Trademarks, listed on Schedule 3(a) of this Agreement, include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Grantor, utilized in the conduct of the Grantor's business, (b) the Licenses, listed on Schedule 3(b) of this Agreement, include all of the trademark license agreements and service mark license agreements under which the Grantor is the licensee or licensor and (c) no Liens, claims or security interests in such Trademarks and Licenses have been granted by the Grantor to any Person other than the Bank. If, prior to the termination of this Agreement, the Grantor shall (x) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications to be utilized in the conduct of the Grantor's business, (y) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (z) enter into any new trademark license agreement or service mark license agreement, the provisions of this Agreement above shall automatically apply thereto. The Grantor shall provide the Bank with written notice of events set forth in this Section 5 promptly after the occurrence of same, but in any event not less frequently than on a quarterly basis. The Grantor hereby authorizes the Bank to modify this Agreement unilaterally (aa) by amending Schedule 3(a) of this Agreement to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications of the Grantor and by amending Schedule 3(b) of this Agreement to include any future trademark and license agreements and service mark license agreements, and (bb) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedules 3(a) and (b) thereto, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

Section 6. Royalties. The Grantor hereby agrees that the use by the Bank of the Trademarks and Licenses, as authorized under this Agreement, in connection with its exercise of the rights and remedies granted to it under this Agreement or pursuant to the Loan Documents shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank.

Section 7. Right to Inspect; Further Assignments and Security Interests. The Bank may at all reasonable times upon reasonable prior notice (and at any time upon the occurrence of a Default or an Event of Default) have access to, examine, audit, make copies (at the Grantor's expense) and extracts from and examine the Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Bank shall use reasonable efforts not to disturb unnecessarily the conduct of the Grantor's ordinary business operations. Upon the occurrence and continuation of a Default or Event of Default, the Grantor agrees that the Bank or a conservator appointed by the Bank, shall have the right to establish such reasonable additional product quality controls as the Bank or such

conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. The Grantor agrees that, without prior notice to the Bank, it shall (a) not sell or assign its interests in, or grant any license (except in the ordinary course of its business) under, the Trademarks or the Licenses, (b) maintain the quality of such products as of the date hereof, and (c) not reduce the quality of such products in any material respect without the Bank's prior express written consent. In connection with any such notice to the Bank provided by the Grantor pursuant to this Section 7, the Grantor shall, within any such notice, (x) describe the transaction and the Trademark(s) and/or License(s) involved, (y) the remuneration received, if any, by the Grantor in connection with such transaction and (z) the rationale of the Grantor for entering into such transaction.

Section 8. Nature and Continuation of the Bank's Security Interest; Termination of the Bank's Security Interest. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid and performed in full and the Facility has been terminated. When this Agreement has been terminated, the Bank shall promptly execute and deliver to the Grantor, at the Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Bank's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made pursuant to this Agreement or the Loan Documents.

Section 9. Duties of the Grantor. The Grantor shall have the duty, to the extent desirable in the normal conduct of the Grantor's business, to: (a) 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, and (b) make application for trademarks or service marks. The Grantor further agrees that, if they deems it in their best interest to do so, it shall (y) not abandon any Trademark or License without the prior written consent of the Bank, and (z) use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. The Bank shall not have any duty with respect to the Trademarks and Licenses. Notwithstanding any provision of this Section 9 to the contrary, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Bank may, at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Obligations secured hereby.

Section 10. The Bank's Right to Sue. Upon the occurrence of a Default or an Event of Default, the Bank shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Bank shall commence any such suit, the Grantor shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Bank for all reasonable costs and expenses incurred by the Bank in the exercise of its rights under this Agreement (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Bank).

Section 11. Waivers. The failure of the Bank, at any time or times hereafter, to require strict performance by the Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Bank thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Bank 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 Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Bank unless such suspension or waiver is in writing signed by a Responsible Officer of the Bank and directed to the Grantor specifying such suspension or waiver.

Section 12. Cumulative Remedies; Power of Attorney.

(a) The Grantor hereby irrevocably designates, constitutes and appoints, upon the occurrence of a Default or Event of Default, the Bank (and all Persons designated by the Bank, in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact and authorizes the Bank and any of the agents, attorneys, employees or designees of the Bank, in the Grantor's or the Bank's name, to take any action and execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Bank in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Bank deems in its own best interest. The Grantor 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 all of the Obligations shall have been paid in full in cash and the Facility shall have been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under this Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Bank, upon the occurrence of a Default or Event of Default, 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 UCC, as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a Default or an Event of Default, the Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the sole and absolute discretion of the Bank, to effect such assignment, conveyance and transfer. All of the rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Documents, 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 a Default or an Event of Default, the Bank may exercise any of the rights and remedies provided in this Agreement and any of the other Loan Documents. The Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonable and properly given if given at least ten (10) calendar days before such disposition; provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances.

Section 13. Fees and Expenses. The Grantor shall pay on demand all reasonable expenses of the Bank in connection with the preparation, administration, default, collection, waiver or amendment of loan terms, or in connection with the exercise, preservation or enforcement of any of the Bank's rights, remedies or options under this Agreement and the Loan Documents, including, without limitation, reasonable fees of outside legal counsel or the allocated costs of in-house legal counsel, accounting, consulting, brokerage or other similar professional fees or expenses, and any reasonable fees or expenses associated with travel or other costs relating to any appraisals or examinations conducted in connection with the loan or any collateral therefore, and the amount of all such expenses shall, until paid, bear interest at the Default Rate and be a part of the Obligations.

Section 14. Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Bank and its nominees, successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the prior express written consent of the Bank.

Section 15. Amendments. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be effected in writing and duly executed between the Grantor and the Bank.

Section 16. Notices, Written; Effective Date. Unless otherwise indicated differently, all notices, payments, requests, reports, information or demands which any party hereto may desire or may be required to give to any other party hereunder, shall be effected in the manner provided in Section 11.02 of the Credit Agreement.

Section 17. 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.

Section 18. Further Indemnification. The Grantor agrees to pay and to save the Bank harmless from any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any other transactions contemplated by this Agreement.

Section 19. Headings. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

Section 20. SEVERABILITY. WHEREVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW. ANY PROVISION OF THIS AGREEMENT, OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE, THAT, FOR ANY REASON, IN WHOLE OR IN PART, IS PROHIBITED OR UNENFORCEABLE IN ANY JURISDICTION SHALL, AS TO SUCH JURISDICTION, BE INEFFECTIVE TO THE EXTENT OF SUCH PROHIBITION OR UNENFORCEABILITY WITHOUT INVALIDATING THE REMAINING PROVISIONS OF THIS AGREEMENT (OR THE REMAINING PORTIONS OF SUCH PROVISION) OR THE APPLICATION THEREOF TO ANY OTHER PERSON OR CIRCUMSTANCE, AND ANY SUCH PROHIBITION OR UNENFORCEABILITY IN ANY JURISDICTION SHALL NOT INVALIDATE OR RENDER UNENFORCEABLE SUCH PROVISION (OR PORTION THEREOF) OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE IN ANY OTHER JURISDICTION.

Section 21. GOVERNING LAW. THIS AGREEMENT, THE CREDIT AGREEMENT AND THE LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS THEREUNDER.

Section 22. WAIVER OF JURY TRIAL. THE GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE BANK RELATING TO THE ADMINISTRATION OR ENFORCEMENT OF THE LOAN DOCUMENTS AND AGREES THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, THE GRANTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE GRANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE FACILITY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE BANK TO ACCEPT THIS AGREEMENT AND MAKE THE FACILITY.

Section 23. WAIVER OF BOND. THE GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF ANY PARTY HERETO IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO REALIZE ON THE COLLATERAL, ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered, all as of the date first above written.

HERITAGE BABY PRODUCTS, LLC

By: Chinn Venkata 12/24/14
Venkata (a/k/a Venkat) Chinni
Manager

Schedule 3(a)

Schedule of Trademarks

Type of Intellectual Property	Name or Description of Brand	Filing Number	Registration Number	Expiration Date	Status
Trademark	Baby Cache	78431021	3136676	8/29/2016	Active
Logo	Baby Cache	85795307	4383394	8/13/2018	Active
Trademark	Baby Cache Elite	85795337	4383396	8/13/2018	Active
Logo	Baby Cache Elite	85795359	4383397	8/13/2018	Active
Trademark	Suite Bebe	85394576			Pending
Logo	Suite Bebe	85619249	4271369	1/8/2018	Active
Trademark	Lifetime Crib	78409933	3303417	10/2/2017	Active
Trademark	Munire Furniture	85425777	4142245	5/15/2017	Active
Logo	Munire Furniture				Pending
Trademark	Munire	85627079	4271683	1/8/2018	Active
Logo	Munire				Pending
Trademark	Sopora	85568051	4267296	1/1/2018	Active
Logo	Sopora	85627120	4261546	12/18/2017	Active
Trademark	Nursery Chatter	85625833	4268141	1/1/2018	Active
Logo	Nursery Chatter	85619237	4267961	1/1/2018	Active

Schedule 3(b)

Schedule of Licenses

None

