

12-26-2002

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Evenflo Company, Inc. Lisco Feeding, Inc. Lisco Furniture, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State - Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: Bank of America, N.A., as Internal Administrative Agent Address: 1455 Market Street, 5th Floor City: New York State: NY Zip: 10019 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other Bank Agent If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: December 18, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) None B. Trademark Registration No.(s) 2056633 See Attached Schedule Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Barbara Kohl Gerschwer Internal Address: c/o Wachtell, Lipton, Rosen & Katz Street Address: 51 West 52nd Street City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 146 7. Total fee (37 CFR 3.41): \$ 3,785 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 8522-40.00 8523-3,710.00 8524-120.00 (Attach duplicate copy of this page if paying by deposit account)

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9. 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.

BARBARA KOHL GERSCHWER Name of Person Signing

B. Kohl Gerschwer Signature

12/19/02 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

12/26/2002 6TON11 00000134 2056633

01 FC:8521 40.00 OP 02 FC:8522 3625.00 OP 03 FC:8523 120.00 OP

TRADEMARK REEL: 2588 FRAME: 0466

TrademarkName	Country	TrademarkStatus	Class	CaseNumber	FileDate	RegNumber	RegDate	Owner
A FRIEND OF THE FAMILY	US	Registered		451189-189US1	17-Apr-1995	2056633	29-Apr-1997	
A FRIEND OF THE FAMILY	US	Registered		451189-184US1	17-Apr-1995	2029590	14-Jan-1997	
ABOUT FACE	CA	Registered	18	451189-495CA1	11-Jul-1995	534925	29-Aug-2000	LISFUR
ABOUT FACE	US	Registered		451189-195US1	16-Dec-1996	2115313	25-Nov-1997	
ADJUST-A-BELT	US	Registered		451189-246US1	01-Dec-1995	2102051	30-Sep-1997	
ADJUST-A-SHIELD	CA	Registered	12	451189-141CA1	14-Sep-1993	464753	25-Oct-1996	
ADJUST-A-SHIELD	US	Registered	12	451189-141US1	28-Oct-1993	1899781	13-Jun-1995	
AEROSAUCER	CA	Registered	20	451189-275CA1	31-Dec-1997	534984	30-Aug-2000	LISFUR
AEROSAUCER	US	Registered	20	451189-275US1	02-May-1997	2272781	24-Aug-1999	
AEROSAUCER & DESIGN	CA	Registered	28	451189-312CA1	31-Dec-1987	TMA534982	30-Aug-2000	LISFUR
AEROSAUCER AND DESIGN	US	Registered	28	451189-312US1	20-Apr-1998	2226270	23-Feb-1999	
ANGEL COMFORT	US	Registered	21	451189-833US1	30-Aug-2000	2581209	18-Jun-2002	
APOLLO	US	Registered	12	451189-880US1	29-Dec-2000	2564593	23-Apr-2002	
AWAYTOR & DESIGN	CA	Registered		451189-707CA1	19-May-1988	358647	21-Jul-1989	LISFUR
BABY CONTENTMENT	US	Registered	20	451189-297US1	20-Apr-1998	2260838	13-Jul-1999	
BABY ELITE	US	Registered	20	451189-296US1	20-Apr-1998	2260837	13-Jul-1999	
BABY IMPERIAL	US	Registered	20	451189-293US1	20-Apr-1998	2251405	08-Jun-1999	LISCO
BABY PREMIER	US	Registered	20	451189-288US1	25-Aug-1997	2293300	16-Nov-1999	
BELTRIGHT	US	Registered	12	451189-247US1	17-Feb-1995	2003671	24-Sep-1996	
BELT TRAC	CA	Registered	12	451189-178CA1	09-Nov-1994	486076	21-Nov-1997	
BELT TRAC	US	Registered		451189-178US1	14-Nov-1994	2077858	08-Jul-1997	
BOUNCE INPLAY	CA	Registered		451189-375CA1	23-Jan-1998	TMA618526	22-Oct-1999	LISFUR
CAR RIDE BOUNCER	CA	Registered	20	451189-342CA1	27-Oct-1998	TMA539064	22-Jan-2001	LISFUR
COMFORT DIMENSIONS	US	Registered	12	451189-831US1	30-Aug-2000	2560285	09-Apr-2002	
COMFORT FIRST	CA	Registered	21	451189-344CA1	06-Nov-1998	TMA539960	22-Jan-2001	LISFUR
COMFORT FIRST	US	Registered	21	451189-344US1	16-Nov-1998	2476216	07-Aug-2001	
COMFORT MESH	CA	Registered	10	451189-356CA1	27-Oct-1998	532624	31-Aug-2000	LISFEE
COMFORT MESH	DE	Registered	10	451189-356DE1	29-Oct-1998	30862364	16-Mar-1999	LISFEE
COMFORT MESH	FR	Registered	10	451189-356FR1	30-Oct-1998	08757070	09-Apr-1999	LISFEE
COMFORT MESH	GB	Registered	10	451189-356GB1	29-Oct-1998	2480777	23-Apr-1999	LISFEE
COMFORT MESH	JP	Registered	10	451189-356JP1	27-Oct-1998	4364690	28-Jan-2000	LISFEE

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COMFORT MESH	US	Registered	10	451189-356US1	16-Nov-1998	2448188	01-May-2001	LISEUR
COMFORT SUPREME	CA	Registered	18	451189-291CA1	23-Jan-1998	TMA530680	15-Jan-2001	LISEUR
COMFORT SUPREME	US	Registered	18	451189-291US1	20-Apr-1998	2317915	15-Feb-2000	
COMFORT SUPREME	US	Registered	18	451189-321US1	13-Jul-1998	2331138	21-Mar-2000	
COMFORT TOUCH	US	Registered	12	451189-802US1	19-Feb-2000	2557004	02-Apr-2002	
CONQUEST	US	Registered	12	451189-735US1	13-Sep-1999	2488838	11-Sep-2001	
CONSTANT CARE 4000	US	Registered	9	451189-834US1	30-Aug-2000	2575485	04-Jun-2002	
COUNTRY	CA	Registered	12	451189-353CA1	27-Oct-1998	532242	05-Sep-2000	LISEUR
C-THRU	CA	Registered		451189-053CA1		38002	22-Jun-1925	LISEEE
C-THRU	US	Registered		451189-053US1	15-Oct-1963	802335	18-Jan-1966	
DESIGN OF BABY BOTTLE	US	Registered		451189-074US1	21-Jan-1963	780470	17-Nov-1964	
DESIGN OF BABY CARRIER	US	Registered		451189-075US1	13-Nov-1962	789804	18-May-1965	
DESIGN OF BOTTLE	US	Registered	10	451189-103US1	30-Mar-1987	1528057	07-Mar-1989	LISCO
DESIGN OF BOTTLE WITH THE GO	CA	Registered	10	451189-103CA1	19-Sep-1977	412761	26-Feb-1986	
DESIGN OF FAMILY STANDING	CA	Registered	20	451189-400CA1	14-Sep-1993	458291	31-May-1996	
DISCOVERY	US	Registered	12	451189-292US1	25-Aug-1997	2578977	11-Jun-2002	
DISCOVERY ADJUST RIGHT	US	Registered	12	451189-741US1	13-Sep-1999	2553408	26-Mar-2002	
DISCOVERY TRAVEL SYSTEM	US	Registered	12	451189-298US1	20-Apr-1998	2556364	02-Apr-2002	
DOUBLE COMFORT	CA	Registered	18	451189-301CA1	23-Jan-1998	TMA530682	15-Jan-2001	LISEUR
DOUBLE COMFORT	US	Registered	18	451189-301US1	13-Jul-1998	2331139	21-Mar-2000	
DOUBLE TAKE	CA	Registered	18	451189-322CA1	23-Jan-1998	TMA518133	19-Oct-1999	LISEUR
DOUBLE TAKE	US	Registered	18	451189-322US1	13-Jul-1998	2288834	26-Oct-1999	
DURAEDGE	US	Registered	20	451189-128US1	19-Apr-1993	1851498	30-Aug-1994	
EARLY CARE	US	Registered	18	451189-803US1	27-Mar-2000	2480944	21-Sep-2001	
EASY COMFORT ADVANTAGE	US	Registered	12	451189-874US1	02-Nov-2000	2568407	07-May-2002	
EVEN FLOW	US	Registered	17	451189-131US1	02-Nov-1989	1806098	23-Nov-1993	
EVENFLO	AR	Registered	12	451189-055AR2	18-Jul-1994	1592352	21-Feb-1996	LISEUR
EVENFLO	AR	Registered	20	451189-055AR3	18-Jul-1994	1555230	31-Mar-1995	LISEUR
EVENFLO	AR	Registered	6	451189-055AR1	12-Jun-1990	1415462	29-Jan-1993	SAHARA
EVENFLO	AT	Registered	10	451189-055AT1	25-Nov-1954	92600	21-Jun-1955	LISFEE
EVENFLO	AU	Registered	18	451189-055AU5	06-Feb-1990	528213	06-Feb-1990	LISFEE
EVENFLO	AU	Registered	10	451189-055AU11		A117453	22-Feb-1954	LISEEE

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EVENFLO	AU	Registered	11	451189-055AU2	A117452	22-Feb-1954	LISFEE
EVENFLO	AU	Registered	11	451189-055AU4	A317491	13-Apr-1983	LISFEE
EVENFLO	AU	Registered	20	451189-055AU6	528215	06-Feb-1990	LISFEE
EVENFLO	AU	Registered	10	451189-055AU3	A295923	13-Apr-1976	LISFEE
EVENFLO	AU	Registered	12	451189-055AU7	528214	06-Feb-1990	LISFEE
EVENFLO	BO	Registered	10	451189-055BO1	742	09-Sep-1988	SAHARA
EVENFLO	BP	Registered	10	451189-055BP1	119748	19-Apr-1948	LISFEE
EVENFLO	BR	Registered	20	451189-055BR2	818307196	29-Apr-1997	LISFUR
EVENFLO	BR	Registered	7.5	451189-055BR1	818307188	29-Apr-1997	LISFUR
EVENFLO	BX	Registered	3	451189-055BX1	39402	25-May-1971	LISFEE
EVENFLO	BX	Registered	10	451189-055BX2	447212	17-Jun-1988	SAHARA
EVENFLO	CA	Registered	10	451189-055CA1	45406	01-Oct-1953	LISFEE
EVENFLO	CA	Registered	10	451189-055CA2	120211	02-Dec-1960	LISFEE
EVENFLO	CA	Registered	10	451189-055CA3	363284	10-Nov-1989	SAHARA
EVENFLO	CH	Registered	10	451189-055CH1	247769	29-Nov-1950	SAHARA
EVENFLO	CL	Registered	37610	451189-055CL4	408883	06-Jul-1993	LISFEE
EVENFLO	CL	Registered	10	451189-055CL1	537999	05-Apr-1999	LISFEE
EVENFLO	CN	Registered	10	451189-055CN1	144076	30-Jan-1981	LISFEE
EVENFLO	CO	Registered	21	451189-055CO1	38246	28-Nov-1956	SAHARA
EVENFLO	CO	Registered	17	451189-055CO2	38247	28-Nov-1956	SAHARA
EVENFLO	CO	Registered	10	451189-055CO4	24239	09-Aug-1943	SAHARA
EVENFLO	CO	Registered	10	451189-055CO3	39607	24-May-1957	SAHARA
EVENFLO	CR	Registered	3	451189-055CR1	69974	11-May-1989	LISFEE
EVENFLO	DE	Registered	10	451189-055DE1	658820	15-Jun-1954	SAHARA
EVENFLO	DK	Registered	10	451189-055DK1	102671955	11-Jan-1965	LISFEE
EVENFLO	DO	Registered	70	451189-055DO1	6506	11-Oct-1968	LISFEE
EVENFLO	DO	Registered	70	451189-055DO2	26597	22-Jul-1977	LISFEE
EVENFLO	EC	Registered	10	451189-055EC1	1991-88	10-Jul-1988	SAHARA
EVENFLO	EC	Registered	10	451189-055EC2	1578-95	14-Sep-1979	SAHARA
EVENFLO	ES	Registered	10	451189-055ES1	288106	17-Apr-1956	LISFEE
EVENFLO	FI	Registered	10	451189-055FI1	33871	16-May-1959	LISFEE
EVENFLO	FR	Registered	10	451189-055FR1	62494	19-Feb-1954	LISFEE

EVENFLO	GB	Registered	12	451189-055GB5	14-Feb-1990	1419105	14-Feb-1990	LISFUR
EVENFLO	GB	Registered	20	451189-055GB6	14-Feb-1990	1419108	14-Feb-1990	LISFUR
EVENFLO	GB	Registered	28	451189-055GB7	14-Feb-1990	1419109	14-Feb-1990	LISFUR
EVENFLO	GB	Registered	18	451189-055GB4	14-Feb-1990	1419107	14-Feb-1990	LISFUR
EVENFLO	GB	Registered	5	451189-055GB3	07-Nov-1987	1326274	07-Nov-1987	LISFEE
EVENFLO	GB	Registered	10	451189-055GB2	15-Apr-1955	741374	15-Apr-1955	LISFEE
EVENFLO	GB	Registered	10	451189-055GB1	20-Aug-1991	1474053	07-Apr-1995	LISFEE
EVENFLO	GR	Registered	10	451189-055GR1		19840	27-Nov-1964	LISFEE
EVENFLO	GT	Registered	3	451189-055GT4		38674	29-Feb-1980	LISFEE
EVENFLO	GT	Registered	12	451189-055GT3	13-May-1988	57264	09-Feb-1989	LISFEE
EVENFLO	GT	Registered	10	451189-055GT2		6756	18-Jun-1958	LISFEE
EVENFLO	GT	Registered	10	451189-055GT1		9420	29-Nov-1955	LISFEE
EVENFLO	GT	Registered	21	451189-055GT8	13-May-1988	57608	18-May-1989	LISFEE
EVENFLO	GT	Registered	10	451189-055GT12	13-May-1988	57262	09-Feb-1989	LISFEE
EVENFLO	GT	Registered	28	451189-055GT6	30-May-1986	53220	17-Aug-1987	LISFEE
EVENFLO	GT	Registered	26	451189-055GT7	13-May-1988	57263	09-Jan-1989	LISFEE
EVENFLO	GT	Registered	25	451189-055GT5	30-May-1986	53028	27-Jul-1987	LISFEE
EVENFLO	HK	Registered	50	451189-055HK6	19-Jun-1954	423/1955	31-May-1955	LISFEE
EVENFLO	HK	Registered	12	451189-055HK1	05-Jul-1995	704/1998	21-Jan-1998	LISFUR
EVENFLO	HK	Registered	10	451189-055HK7	06-Jul-1967	1246/67	26-Oct-1967	LISFEE
EVENFLO	HK	Registered	18	451189-055HK2	05-Jul-1995	705/1998	21-Jan-1998	LISFUR
EVENFLO	HN	Registered	3	451189-055HN1		26576	04-Oct-1979	LISFEE
EVENFLO	HN	Registered	10	451189-055HN2		5848	28-Dec-1948	LISFEE
EVENFLO	HT	Registered	10	451189-055HT3	03-Apr-2001	154REG131	12-Dec-2001	LISFUR
EVENFLO	ID	Registered	18	451189-055ID4	16-Nov-1993	329490	17-Mar-1995	SAHARA
EVENFLO	ID	Registered	12	451189-055ID3	07-Jul-1993	310534	30-Aug-1995	SAHARA
EVENFLO	ID	Registered	20	451189-055ID2	07-Jul-1993	310710	01-Sep-1994	LISFEE
EVENFLO	ID	Registered	28	451189-055ID5	16-Nov-1993	328495	01-Mar-1995	SAHARA
EVENFLO	IE	Registered	20	451189-055IE3	05-Feb-1990	138978	24-Mar-1993	LISFUR
EVENFLO	IE	Registered	12	451189-055IE2	05-Feb-1990	138976	24-Mar-1993	LISFUR
EVENFLO	IE	Registered	18	451189-055IE1	05-Feb-1990	138977	24-Mar-1993	LISFUR
EVENFLO	IL	Registered	18	451189-055IL6	09-Jul-1990	76884	07-Nov-1993	LISFUR

EVENFLO	IL	Registered	20	451189-055IL1	09-Jul-1990	76892	10-Mar-1994	LISFUR
EVENFLO	IL	Registered	12	451189-055IL3	09-Jul-1990	76880	09-Jul-1990	LISFUR
EVENFLO	IL	Registered	10	451189-055IL2	30-Jan-1989	71451	10-Mar-1993	LISFEE
EVENFLO	IL	Registered	10	451189-055IL1		13363	12-Jan-1964	LISFEE
EVENFLO	IR	Registered	5	451189-055IR1	20-Jun-1977	47242	16-Aug-1977	LISFEE
EVENFLO	IS	Registered	10	451189-055IS1	21-Jun-1954	9571954	23-Jul-1954	SAHARA
EVENFLO	JP	Registered	20	451189-055JP3	09-Feb-1990	2459072	30-Sep-1992	SAHARA
EVENFLO	JP	Registered	12	451189-055JP2	26-Jul-1989	2431025	30-Jun-1992	SAHARA
EVENFLO	JP	Registered	1	451189-055JP4	19-Dec-1989	2696677	30-Sep-1994	SAHARA
EVENFLO	JP	Registered	1	451189-055JP5	19-Dec-1989	2675984	29-Jun-1994	SAHARA
EVENFLO	JP	Registered	17	451189-055JP1	29-Jan-1973	1185216	19-Feb-1976	LISFEE
EVENFLO	KR	Registered	16 25	451189-055KR2	27-Feb-1979	64761	26-Sep-1979	LISFEE
EVENFLO	KR	Registered	25	451189-055KR3	12-Apr-1988	183865	24-Nov-1989	LISFEE
EVENFLO	KR	Registered	20 28	451189-055KR5	12-Apr-1988	180500	04-Oct-1989	LISFUR
EVENFLO	KR	Registered	37610	451189-055KR6	12-Apr-1988	175787	28-Jul-1989	LISFUR
EVENFLO	KR	Registered	12	451189-055KR4	12-Apr-1988	170124	18-May-1989	LISFUR
EVENFLO	KR	Registered	10	451189-055KR1	09-Dec-1978	63858	08-Aug-1979	LISFEE
EVENFLO	LB	Registered	3 8 10 11	451189-055LB1		5421	04-Apr-1955	LISFEE
EVENFLO	MA	Registered	10	451189-055MA1		26481	16-Feb-1956	LISFEE
EVENFLO	MX	Registered	9 12 16 11	451189-055MX13	08-Nov-1976	204549	21-Jul-1977	LISFEE
EVENFLO	MX	Registered	9 12 16 11	451189-055MX2	21-Jul-1978	193701	30-Jan-1976	LISFEE
EVENFLO	MX	Registered	16 19 20 1	451189-055MX6	02-Jun-1981	263421	24-Jul-1981	LISFUR
EVENFLO	MX	Registered	10	451189-055MX1	07-Jun-1948	60393	18-May-1950	LISFEE
EVENFLO	MY	Registered	12	451189-055MY3	22-Jul-1994	9406326	29-Apr-1996	EVENFL
EVENFLO	MY	Registered	10	451189-055MY2	26-Jul-1996	96008535	29-Apr-2002	LISFEE
EVENFLO	NG	Registered	17	451189-055NG1	25-Jun-1971	22062	30-Mar-1974	LISFEE
EVENFLO	NI	Registered	10	451189-055NI2	10-May-1999	45298	24-Nov-2000	LISFEE
EVENFLO	NO	Registered		451189-055NO1	23-Nov-1954	46777	20-Oct-1955	LISFEE
EVENFLO	NZ	Registered	12	451189-055NZ5	08-Feb-1990	199597	08-Feb-1990	LISFUR
EVENFLO	NZ	Registered	20	451189-055NZ6	08-Feb-1990	199599	08-Feb-1990	LISFUR
EVENFLO	NZ	Registered	18	451189-055NZ4	08-Feb-1990	199598	08-Feb-1990	LISFUR
EVENFLO	NZ	Registered	10	451189-055NZ2		853425	11-Jun-1960	LISFEE

EVENFLO	NZ	Registered	10	451189-055NZ1	23-Feb-1961	54405	SAHARA
EVENFLO	OA	Registered	10	451189-055OA1	18-Feb-1974	14537	LISFEE
EVENFLO	PA	Registered	10	451189-055PA1	04-Jun-1948	2496	LISFUR
EVENFLO	PE	Registered	10	451189-055PE2	20-Feb-1990	85699	LISFEE
EVENFLO	PE	Registered	3	451189-055PE3	15-May-1985	58358	LISFEE
EVENFLO	PE	Registered	28	451189-055PE4		57484	LISFEE
EVENFLO	PH	Registered		451189-055PH3		5789	LISFEE
EVENFLO	PH	Registered	10	451189-055PH2	02-Nov-1988	55005	
EVENFLO	PK	Registered	10	451189-055PK1	22-Sep-1981	75099	
EVENFLO	PT	Registered	10	451189-055PT1	25-May-1965	136623	
EVENFLO	PY	Registered	12	451189-055PY1	21-Mar-1994	172862	SAHARA
EVENFLO	PY	Registered	20	451189-055PY2	21-Mar-1994	172863	LISFUR
EVENFLO	SE	Registered	3	451189-055SE1	24-Nov-1954	79123	LISFUR
EVENFLO	SG	Registered	12	451189-055SG3	16-Nov-1992	8720/92	LISFEE
EVENFLO	SG	Registered	28	451189-055SG1	06-Jun-1994	4588/94	LISFEE
EVENFLO	SG	Registered	10	451189-055SG2	23-Jul-1957	T57/22267H	LISFEE
EVENFLO	SG	Registered	20	451189-055SG4	16-Nov-1992	8721/92	LISFEE
EVENFLO	SG	Registered	18	451189-055SG5	13-Jul-1994	6031/94	LISFEE
EVENFLO	SV	Registered		451189-055SV2	29-Jun-1979	98 BOOK 96	
EVENFLO	SV	Registered	10	451189-055SV3	19-Dec-1997	188 BOOK 139	
EVENFLO	TE	Registered	10	451189-055TE1	24-May-1988	88/0619	LISFEE
EVENFLO	TE	Registered	10	451189-055TE2	19-Apr-1948	48/1197	LISFEE
EVENFLO	TH	Registered	50	451189-055TH1	10-Mar-1954	KOR10983	LISFEE
EVENFLO	TH	Registered	12	451189-055TH2	22-Dec-1992	KOR11619	LISFUR
EVENFLO	TH	Registered	20	451189-055TH3	22-Dec-1992	KOR12833	LISFEE
EVENFLO	TH	Registered	10	451189-055TH4		KOR8878	LISFEE
EVENFLO	TT	Registered	50	451189-055TT1	20-Jul-1976	136/48	LISFEE
EVENFLO	TT	Registered	10	451189-055TT2		91/1954	LISFEE
EVENFLO	TW	Registered	37	451189-055TW11	10-Jul-1987	390070	LISFEE
EVENFLO	TW	Registered	37489	451189-055TW10	10-Jul-1987	386355	LISFEE
EVENFLO	TW	Registered	21	451189-055TW7	24-Feb-1995	709076	LISFEE
EVENFLO	TW	Registered	10	451189-055TW9		30734	LISFEE

EVENFLO	TW	Registered	36	451189-055TW6	24-Jan-1989	476644	16-Feb-1990	LISFUR
EVENFLO	TW	Registered	82	451189-055TW5	24-Jan-1989	458400	16-Oct-1989	LISFUR
EVENFLO	TW	Registered	65	451189-055TW4	24-Jan-1989	448437	16-Jul-1989	LISFUR
EVENFLO	US	Registered		451189-079US1	07-Oct-1974	1025687	25-Nov-1975	
EVENFLO	US	Registered		451189-095US1	04-Sep-1981	1233606	05-Apr-1983	
EVENFLO	US	Registered	13	451189-058US1	17-Dec-1957	694315	01-Sep-1959	
EVENFLO	US	Registered	21	451189-077US1	21-Aug-1962	756407	10-Sep-1963	
EVENFLO	US	Registered	23	451189-059US1	17-Dec-1957	684384	01-Sep-1959	
EVENFLO	US	Registered	10	451189-057US1	06-Jan-1958	680902	23-Jun-1959	
EVENFLO	US	Registered		451189-055US1	06-Feb-1934	322650	12-Mar-1935	LISCO
EVENFLO	US	Registered	12	451189-101US1	24-Nov-1986	1446278	07-Jul-1987	
EVENFLO	US	Registered		451189-056US1	08-Jan-1951	587172	23-Mar-1954	
EVENFLO	US	Registered		451189-062US1	21-Mar-1960	706355	25-Oct-1960	
EVENFLO	US	Registered		451189-088US1	27-Sep-1979	1188705	02-Feb-1982	
EVENFLO	US	Registered	21	451189-061US1	17-Dec-1957	630125	22-Dec-1959	
EVENFLO	US	Registered	28	451189-092US1	24-Nov-1980	1193257	06-Apr-1982	
EVENFLO	US	Registered		451189-063US1	21-Mar-1960	716212	30-May-1961	
EVENFLO	UY	Registered	10	451189-055UY4	10-Mar-1954	68427	31-Jan-1956	LISFEE
EVENFLO	UY	Registered	10	451189-055UY2	14-May-1945	324775	29-Nov-1946	LISFEE
EVENFLO	VD	Registered	10	451189-055VD2	19-Apr-1948	119748	19-Apr-1948	LISFEE
EVENFLO	VE	Registered	12	451189-055VE3	13-Nov-1992	176281	05-Jun-1995	LISFOR
EVENFLO	VE	Registered	6	451189-055VE2		141552-F	04-Mar-1991	LISFEE
EVENFLO	VE	Registered	5	451189-055VE7		111720-F	09-Nov-1984	LISFEE
EVENFLO	VE	Registered	20	451189-055VE4	13-Nov-1992	179882	05-Jun-1995	LISFUR
EVENFLO	VE	Registered	10	451189-055VE5		29142	25-Jan-1970	LISFEE
EVENFLO	VE	Registered	3	451189-055VE6		97323-F	17-Feb-1981	LISFEE
EVENFLO	VN	Registered	28	451189-055VN2	08-Feb-1995	18067	14-Sep-1995	LISFUR
EVENFLO	VN	Registered	10 12 18	451189-055VN1	20-Apr-1993	29009	16-Dec-1998	LISFEE
EVENFLO	ZA	Registered	10	451189-055ZA5	24-Jul-1990	905195	17-May-1993	LISFEE
EVENFLO	ZA	Registered	20	451189-055ZA4	03-Nov-1992	929472	04-Nov-1992	LISFUR
EVENFLO	ZA	Registered	12	451189-055ZA3	03-Nov-1992	929471	04-Nov-1992	LISFUR
EVENFLO	ZA	Registered	10	451189-055ZA2	19-Apr-1948	110748	19-Apr-1962	LISFEE

EVENFLO	ZA	Registered	10	451189-055ZWA1	14-Jun-1954	1821454	14-Jun-1968	LISFEE
EVENFLO	ZW	Registered	10	451189-055ZW1	24-Feb-1959	399459	24-Feb-1959	LISFEE
EVENFLO	ZW	Registered	10	451189-055ZW2	18-Jun-1954	375454	18-Jun-1954	LISFEE
EVENFLO & BOTTLE DESIGN	AU	Registered	10	451189-414AU1		A105896	12-Apr-1965	LISFEE
EVENFLO (& BOTTLE DESIGN)	MX	Registered	44449	451189-414MX1	29-Nov-1982	284253	08-Feb-1983	LISFEE
EVENFLO (CHINESE CHARACTER)	HK	Registered	28	451189-055HK4	05-Jul-1995	56241498	08-Jun-1998	LISFUR
EVENFLO (CHINESE CHARACTER)	HK	Registered	20	451189-055HK5	05-Jul-1995	607111998	18-Jun-1998	LISEUR
EVENFLO (CHINESE CHARACTER)	TW	Registered	10	451189-055TW2	23-Jul-1996	761267	15-May-1997	LISFEE
EVENFLO (CHINESE CHARACTER)	TW	Registered	18	451189-055TW1	23-Jul-1996	761548	15-May-1997	LISFUR
EVENFLO (CHINESE)	TW	Registered	12	451189-055TW8	23-Jul-1996	768463	16-Jul-1997	LISFUR
EVENFLO (LOWER CASE)	US	Registered	10	451189-257US1	29-Jun-1998	2277870	14-Sep-1999	
EVENFLO (STYLIZED)	CN	Registered	20	451189-055CN3	27-Jul-1995	960885	14-Mar-1997	LISFUR
EVENFLO (STYLIZED)	CN	Registered	18	451189-055CN4	27-Jul-1995	1003882	14-May-1997	LISFUR
EVENFLO (STYLIZED)	CN	Registered	28	451189-055CN9	27-Jul-1995	965040	24-Mar-1997	LISFUR
EVENFLO (STYLIZED)	CN	Registered	18	451189-055CN8	27-Jul-1995	1003883	14-May-1997	LISFUR
EVENFLO (STYLIZED)	CN	Registered	20	451189-055CN7	27-Jul-1995	974046	07-Apr-1997	LISFUR
EVENFLO (STYLIZED)	CN	Registered	20	451189-055CN6	27-Jul-1995	960684	14-Mar-1997	LISFUR
EVENFLO (STYLIZED)	CN	Registered	12	451189-055CN5	27-Jul-1995	966944	24-Mar-1997	LISFUR
EVENFLO (STYLIZED)	IS	Registered	12	451189-120IS2	28-Nov-1995	6334996	26-Jun-1996	
EVENFLO (STYLIZED)	MX	Registered	18	451189-120MX1	16-Feb-1994	472424	06-Sep-1994	LISEUR
EVENFLO (STYLIZED)	SE	Registered	10	451189-120SE1	01-Aug-1995	320584	10-Jan-1997	
EVENFLO (STYLIZED)	US	Registered	18	451189-138US1	18-Dec-1995	2023725	17-Dec-1996	
EVENFLO (STYLIZED)	US	Registered	12	451189-137US1	18-Dec-1995	2086968	12-Aug-1997	
EVENFLO (STYLIZED)	US	Registered	20	451189-120US1	18-Dec-1995	2066490	03-Jun-1997	
EVENFLO ELITE	US	Registered	10	451189-813US1	20-Jun-2000	2566089	30-Apr-2002	
EVENFLO FRESH AIR GEAR (S US)	US	Registered	18	451189-261US1	17-Feb-1998	2245865	18-May-1999	
EVENFLO FRESH AIR GEAR (S US)	US	Registered	12	451189-305US1	17-Feb-1998	2213070	22-Dec-1998	
EVENFLO FRESH AIR GEAR (S US)	US	Registered	20	451189-261US2	17-Feb-1998	2211245	15-Dec-1998	
EXERSAUCER	AU	Registered	28	451189-142AU1	11-Oct-1995	674690	12-Jun-1998	LISFUR
EXERSAUCER	CA	Registered	20	451189-142CA1	14-Sep-1993	466419	27-Nov-1996	
EXERSAUCER	US	Registered	28	451189-142US1	28-Oct-1993	1902207	27-Jun-1995	
EXERSAUCER BABY	US	Registered		451189-208US1	13-Dec-1996	2107396	21-Oct-1997	

EXERSAUCER PLUS	CA	Registered	28	451189-200CA1	26-Mar-1996	TMA511417	03-May-1999	LISFUR
EXERSAUCER PLUS	US	Registered		451189-200US1	13-Dec-1996	2107405	21-Oct-1997	
EXPRESS	US	Registered	12	451189-830US1	30-Aug-2000	2551144	19-Mar-2002	
EZ-CLEAN NO-SPILL	US	Registered	21	451189-269US1	13-Dec-1996	2239375	13-Apr-1999	LISCO
FIRST-CHOICE	CA	Registered	12	451189-263CA1	26-Mar-1996	TMA510649	12-Apr-1999	LISFUR
FIRST CHOICE	US	Registered	12	451189-263US1	25-Aug-1997	2276522	07-Sep-1999	
FREEDOM-TRAVEL-SYSTEM	GA	Registered	12	451189-347GA1	27-Oct-1998	532022	31-Aug-2000	
FREEDOM TRAVEL SYSTEM	US	Registered	12	451189-347US1	16-Nov-1998	2446837	24-Apr-2001	
FRESH-AIR GEAR	CA	Registered	47105	451189-302CA1	11-Jul-1996	TMA531943	30-Aug-2000	LISFUR
FRESH-AIR GEAR & DESIGN	CA	Registered	47105	451189-260CA1	11-Jul-1996	531975	30-Aug-2000	LISFUR
FRESH AIR GEAR (BLOCK FOF US	US	Registered	20	451189-304US1	17-Feb-1998	2211249	15-Dec-1998	
FRESH AIR GEAR (BLOCK FOF US	US	Registered	12	451189-302US1	17-Feb-1998	2213068	22-Dec-1998	
FRESH AIR GEAR (BLOCK)	US	Registered	18	451189-260US1	17-Feb-1998	2211246	15-Dec-1998	
GERRY	AU	Registered	6	451189-224AU6	20-Dec-1990	A547964	23-Nov-1992	GERRY
GERRY	AU	Registered	9	451189-224AU7	24-Nov-1988	500257	19-Aug-1991	GERRY
GERRY	AU	Registered	21	451189-224AU5	20-Dec-1990	A547966	23-Nov-1992	GERRY
GERRY	AU	Registered	20	451189-224AU4	24-Nov-1988	A500259	25-Oct-1991	GERRY
GERRY	AU	Registered	18	451189-224AU2	24-Nov-1988	A500258	19-Aug-1991	GERRY
GERRY	AU	Registered	19	451189-224AU3	20-Dec-1990	A547965	23-Nov-1992	GERRY
GERRY	BX	Registered	37608	451189-239BX1	21-Sep-1978	355504	21-Sep-1978	HUFCO
GERRY	BX	Registered	37608	451189-224BX1	24-Dec-1971	91936	24-Dec-1971	GERRY
GERRY	CA	Registered	12	451189-224CA2	13-Aug-1993	TMA443020	19-May-1995	GERRY
GERRY	CA	Registered	12	451189-224CA1	14-Jun-1967	156376	11-Apr-1968	GERRY
GERRY	CL	Registered	37610	451189-224CL1		336660	08-Nov-1988	GERRY
GERRY	DE	Registered	12	451189-224DE2	30-Jun-1967	845974	07-Jun-1968	GERRY
GERRY	EM	Registered	11 12 18	451189-224EU1	01-Apr-1996	145722	20-Jan-1999	GERRY
GERRY	FR	Registered	37608	451189-224FR1	21-May-1987	1427540	21-May-1987	GERRY
GERRY	HK	Registered	9	451189-224HK1	22-May-1989	07260F1991	22-May-1989	GERRY
GERRY	IT	Registered	37519	451189-224IT1	13-Jun-1967	502455	30-Sep-1967	GERRY
GERRY	MX	Registered	9 12 15 11	451189-224MX1	09-Dec-1988	367827	09-Sep-1988	GERRY
GERRY	NZ	Registered	12	451189-224NZ1	20-Nov-1990	206170	12-Nov-1990	GERRY
GERRY	NZ	Registered	18	451189-224NZ2	12-Nov-1990	206167	12-Nov-1990	GERRY

GERRY	NZ	Registered	21	451189-224NZ4	12-Nov-1990	206171	12-Nov-1990	GERRY
GERRY	NZ	Registered	9	451189-224NZ6	12-Nov-1990	206166	12-Nov-1990	GERRY
GERRY	NZ	Registered	20	451189-224NZ3	12-Nov-1990	206168	12-Nov-1990	GERRY
GERRY	NZ	Registered	11	451189-224NZ5	12-Nov-1990	206169	12-Nov-1990	GERRY
GERRY	US	Registered		451189-225US1	28-Oct-1980	1185675	12-Jan-1982	
GERRY	US	Registered		451189-239US1	05-Apr-1965	813351	23-Aug-1966	
GERRY	US	Registered		451189-224US1	29-May-1986	1456216	08-Sep-1987	
GERRY & DESIGN	US	Registered		451189-244US1	30-Jul-1996	2067306	03-Jun-1997	
GERRY 4 SURE	US	Registered	20	451189-417US1	16-Mar-1982	1261755	20-Dec-1983	
GUARDIAN	US	Registered	12	451189-903US1	12-Feb-1982	1213219	19-Oct-1982	
GYM SEAT	CA	Registered		451189-396CA1	19-May-1988	354457	31-Mar-1989	
HAPPY CABANA DELUXE	AU	Registered	20	451189-395AU1	19-Oct-1995	675552	13-Jan-1996	LISFUR
HAPPY CABANA DELUXE	CA	Registered	20	451189-395CA1	17-Nov-1994	482640	18-Sep-1997	
HAPPY CABANA WITH BASSIN	CA	Registered	20	451189-213CA1	20-Jun-1997	TMA518502	22-Oct-1999	LISFUR
HAPPY CABANA WITH BASSIN	US	Registered		451189-213US1	02-May-1997	2165684	16-Jun-1998	
HEIGHTRIGHT	US	Registered	12	451189-889US1	29-Dec-2000	2586545	25-Jun-2002	
HIKER	US	Registered	12	451189-354US1	16-Nov-1998	2363398	27-Jun-2000	
HORIZON V	CA	Registered	12	451189-287CA1	28-Aug-1997	531985	30-Aug-2000	LISFUR
HORIZON V	US	Registered	12	451189-287US1	25-Aug-1997	2404498	14-Nov-2000	
INFANT SECURITY GATE	US	Registered		451189-234US1	16-Mar-1982	1261755	20-Dec-1983	
INFANT TO TODDLER COMFO	CA	Registered	21	451189-357CA1	27-Oct-1998	592241	06-Sep-2000	LISFUR
INFINITE INNERSPRING	CA	Registered		451189-402CA1	08-Sep-1986	339457	22-Apr-1988	
INFINITE INNERSPRING	US	Registered		451189-102US1	15-Jan-1986	1404980	12-Aug-1986	
JOHNNY JUMP UP	US	Registered		451189-068US1	25-Apr-1949	549808	23-Oct-1951	
JOHNNY JUMP UP	CA	Registered		451189-068CA1	19-May-1988	356655	19-May-1989	
LITTLE TREASURE	US	Registered		451189-194US1	16-Dec-1996	2125494	30-Dec-1997	
LUXURY FOAM	US	Registered	20	451189-129US1	02-Nov-1992	1777906	22-Jun-1993	
LUXURY FOAM SUPREME	US	Registered	20	451189-130US1	05-Apr-1993	1814951	04-Jan-1994	
MADE IN USA (LOGO)	US	Registered		451189-121US1	02-Nov-1992	1871210	03-Jan-1995	
MADE IN USA (LOGO)	US	Registered	20	451189-118US1	20-Jul-1992	1759918	23-Mar-1993	
MASI TAXI (DESIGN)	US	Registered		451189-094US1	01-Aug-1983	1320564	19-Feb-1985	
MAXI (STYLIZED)	US	Registered		451189-096US1	13-Oct-1981	1215867	09-Nov-1982	

MAXI MITE	CA	Registered	451189-085CA1	12	19-May-1988	362155	03-Nov-1989	LISFUR
MEDALLION	GA	Registered	451189-197CA1	12	26-Mar-1995	TMA510840	14-Apr-1999	LISFUR
MEDALLION	US	Registered	451189-197US1	12	16-Dec-1996	212371	23-Dec-1997	LISFUR
MEDALLION (STYLIZED)	CA	Registered	451189-221CA1	12	20-Jan-1998	502424	19-Oct-1998	LISFUR
MEDALLION (STYLIZED)	US	Registered	451189-221US1	12	15-May-1997	2124048	23-Dec-1997	LISFUR
MEDALLION II	CA	Registered	451189-376CA1	12	20-Jun-1997	530809	08-Aug-2000	LISFUR
MEDALLION V	CA	Registered	451189-278CA1	12	31-Dec-1997	532071	31-Aug-2000	LISFUR
MEDALLION V	US	Registered	451189-278US1	12	20-Apr-1998	2365096	04-Jul-2000	LISFUR
MEGASAUCER	US	Registered	451189-825US1	28	11-Aug-2000	2554048	26-Mar-2002	LISFUR
MICROHALT	US	Registered	451189-280US1	20	25-Aug-1997	2272921	24-Aug-1999	LISFUR
NATURAL MOTHER	US	Registered	451189-082US1	10	07-Jul-1978	1124450	28-Aug-1979	LISFUR
NUTRIFACIL	MX	Registered	451189-384MX1	5-6-9-10	14-Oct-1967	139294	01-Oct-1969	LISFEE
ON MY WAY	GA	Registered	451189-265CA1	12	14-Sep-1993	466417	27-Nov-1996	LISFUR
ON MY WAY	US	Registered	451189-147US1	12	28-Oct-1993	1889249	11-Apr-1995	LISFUR
ON MY WAY POSITION RIGHT	CA	Registered	451189-360CA1	12	27-Oct-1998	532240	06-Sep-2000	LISFUR
ON MY WAY POSITION RIGHT	US	Registered	451189-360US1	12	16-Nov-1998	2457932	05-Jun-2001	LISFUR
ON MY WAY POSITION RIGHT	US	Registered	451189-724US1	12	09-Jul-1999	2432299	27-Feb-2001	LISFUR
ON MY WAY TRAVEL SYSTEM	CA	Registered	451189-192CA1	12	19-Oct-1995	502494	20-Oct-1998	LISFUR
ON MY WAY TRAVEL SYSTEM	US	Registered	451189-192US1	12	18-Dec-1995	2080173	15-Jul-1997	LISFUR
PARENT LINK	US	Registered	451189-782US1	42	05-Jan-2000	2436782	20-Mar-2001	LISFUR
PARENT PAGER	US	Registered	451189-824US1	9	11-Aug-2000	2549389	19-Mar-2002	LISFUR
PLAYCRIB	CA	Registered	451189-306CA1	20	31-Oct-1997	531915	29-Aug-2000	LISFUR
PLAYCRIB	US	Registered	451189-306US1	20	20-Apr-1998	2380088	22-Aug-2000	XXX
PRESS & PUMP	CA	Registered	451189-359CA1	10	27-Oct-1998	532026	31-Aug-2000	LISFUR
PRESS & PUMP	US	Registered	451189-359US1	10	16-Nov-1998	2441413	03-Apr-2001	LISFUR
PRESTIGE	US	Registered	451189-136US1	20	05-Apr-1993	1859726	25-Oct-1994	LISFUR
QUICK CHANGE	US	Registered	451189-311US1	18	20-Apr-1998	2303612	28-Dec-1999	LISFUR
RECLINERIGHT	US	Registered	451189-888US1	12	29-Dec-2000	2560378	09-Apr-2002	LISFUR
REP. OF A NURSING BOTTLE	LB	Registered	451189-393LB1			35051	11-Jan-1978	LISFUR
REP. OF BOTTLE	EC	Registered	451189-103EC1		11-Oct-1960	414	23-Aug-1961	LISFEE
REP. OF BOTTLE	TH	Registered	451189-103TH1	10	10-Aug-1956	18616	10-Aug-1956	LISFEE
REP. OF NURSER	GT	Registered	451189-393GT1	10		14843	12-Jul-1974	LISFEE

REP OF NURSER	MX	Registered	5 6 9 15 1 451189-393MX1	110140	10-Oct-1962	LISFEE
REP OF NURSER	ZA	Registered	10 451189-393ZA1	60/0490	09-Feb-1960	LISFEE
REP OF SCREW CAP	MX	Registered	5-6 9 15 1 451189-388MX1	101473	07-Apr-1970	LISFEE
REP. OF SEAL DISC	MX	Registered	5-6 9 15 1 451189-410MX1	101524	23-Sep-1960	LISFEE
REPRESENTATION OF A NUR&SV	SV	Registered	126 451189-103SV1	11055	30-Jan-1964	LISFEE
RIGHTFIT	CA	Registered	12 451189-211CA1	530810	08-Aug-2000	LISFUR
RIGHTFIT	US	Registered	451189-211US1	2181200	11-Aug-1998	LISFUR
ROLL & GO	CA	Registered	20 451189-202CA1	531946	30-Aug-2000	LISFUR
ROLL & GO	US	Registered	451189-202US1	2197440	20-Oct-1998	LISFUR
SAFE PASSAGE	US	Registered	451189-099US1	1330126	09-Apr-1985	LISFUR
SECUT	AU	Registered	12 451189-465AU1	641223	29-Mar-1996	LISFUR
SEAT WITHIN A SEAT	CA	Registered	12 451189-337CA1	486486	08-Dec-1997	LISFUR
SEAT WITHIN A SEAT	US	Registered	12 451189-337US1	2316126	08-Feb-2000	LISFUR
SEATGUARD	US	Registered	12 451189-729US1	2445196	17-Apr-2001	LISFUR
SECURE ADVANTAGE	US	Registered	12 451189-726US1	2450060	08-May-2001	LISFUR
SECURE CHOICE	US	Registered	12 451189-727US1	2450059	08-May-2001	LISFUR
SECURE COMFORT	CA	Registered	12 451189-349CA1	532245	06-Sep-2000	LISFUR
SECURE COMFORT	US	Registered	12 451189-349US1	2464272	26-Jun-2001	LISFUR
SECURE RIDE	CA	Registered	18 451189-377CA1	TMA539681	15-Jan-2001	LISFUR
SHOPPING CART CARRIER & LCA	LCA	Registered	18 451189-360CA1	360942	27-Oct-1989	LISFUR
SIGHTSEER	US	Registered	12 451189-904US1	2574551	28-May-2002	LISFUR
SIGHTSEER AND DESIGN	CA	Registered	12 451189-386CA1	361283	27-Oct-1989	LISFUR
SIMPLE TOUCH	US	Registered	9 451189-823US1	2560260	09-Apr-2002	LISFUR
SNUGGLE UP	US	Registered	451189-253US1	1294506	11-Sep-1984	LISFUR
SNUGLI	AT	Registered	18 24 451189-235AT1	85034	21-Mar-1977	GERRY
SNUGLI	AU	Registered	18 451189-235AU1	A344836	30-Jun-1983	LISFUR
SNUGLI	BX	Registered	18 24 451189-235BX1	343454	07-Jul-1977	GERRY
SNUGLI	CA	Registered	451189-235CA2	TMA215929	10-Sep-1976	GERRY
SNUGLI	CA	Registered	451189-235CA1	TMA360877	27-Oct-1989	GERRY
SNUGLI	CN	Registered	451189-235CN1	166809	15-Dec-1982	GERRY
SNUGLI	CR	Registered	18 451189-235CR1	60848	25-May-1982	EVENFL
SNUGLI	DE	Registered	18 24 451189-235DE1	967370	06-Mar-1978	GERRY

SNUGLI	DK	Registered	18 24	451189-235DK1	24-Nov-1976	1565-1977	22-Apr-1977	GERRY
SNUGLI	EM	Registered	11 12	451189-233EU1	01-Apr-1996	172288	09-Dec-1998	EVENFL
SNUGLI	ES	Registered	18	451189-235ES1	05-Feb-1977	838440	20-Sep-1978	
SNUGLI	FI	Registered	18	451189-235FI1	08-Aug-1988	108399	06-Aug-1990	GERRY
SNUGLI	FR	Registered	18 24	451189-235FR1	27-Nov-1976	1386617	27-Nov-1986	GERRY
SNUGLI	GB	Registered	18	451189-235GB1	08-Aug-1990	1437285	12-Jun-1992	GERRY
SNUGLI	GB	Registered	18	451189-235GB4	24-Nov-1976	B1074127	21-Mar-1979	GERRY
SNUGLI	GB	Registered	20	451189-235GB2	08-Aug-1990	1437286	19-Jun-1992	GERRY
SNUGLI	GB	Registered	12	451189-235GB5	02-Jul-1992	1505402	20-Feb-1998	GERRY
SNUGLI	GB	Registered	11	451189-235GB3	08-Aug-1990	1437284	12-Jun-1992	GERRY
SNUGLI	IL	Registered	24	451189-235IL2	26-Nov-1976	43273	13-Jul-1979	GERRY
SNUGLI	IL	Registered	18	451189-235IL1	26-Nov-1976	43272	11-Jul-1979	GERRY
SNUGLI	JP	Registered	17	451189-235JP4	16-Dec-1976	1764660	23-Apr-1985	GERRY
SNUGLI	JP	Registered	17	451189-235JP2		1594896	24-Nov-1987	GERRY
SNUGLI	NO	Registered	18 24	451189-235NO1	22-Nov-1976	99750	27-Oct-1977	GERRY
SNUGLI	NZ	Registered	9	451189-235NZ1	07-Oct-1992	221984	07-Oct-1992	GERRY
SNUGLI	NZ	Registered	20	451189-235NZ4	07-Oct-1992	221987	07-Oct-1992	GERRY
SNUGLI	NZ	Registered	12	451189-235NZ2	07-Oct-1992	B221985	07-Oct-1992	GERRY
SNUGLI	NZ	Registered	18	451189-235NZ3	07-Oct-1992	B221986	07-Oct-1992	GERRY
SNUGLI	NZ	Registered	21	451189-235NZ5	07-Oct-1992	221988	07-Oct-1992	GERRY
SNUGLI	SE	Registered	18 24	451189-235SE1	23-Nov-1976	158945	07-Apr-1977	LISFUR
SNUGLI	SG	Registered	18	451189-235SG1	31-Mar-1980	B1308/80SI	31-Mar-1980	GERRY
SNUGLI	SY	Registered	18	451189-235SY1	20-Dec-1979	15978	20-Dec-1979	GERRY
SNUGLI	US	Registered		451189-245US1	22-Nov-1974	1062765	05-Apr-1977	
SNUGLI	US	Registered		451189-243US1	09-Apr-1987	1463562	03-Nov-1987	
SNUGLI	US	Registered		451189-238US1	22-Jan-1982	1224364	18-Jan-1983	
SNUGLI	US	Registered		451189-237US1	21-Nov-1980	1221778	28-Dec-1982	
SNUGLI	US	Registered		451189-236US1	21-Nov-1980	1226775	08-Feb-1983	
SNUGLI	US	Registered	18 20	451189-235US1	12-Sep-1988	1609081	07-Aug-1990	
SNUGLI	US	Registered		451189-233US1	09-Apr-1987	1463743	03-Nov-1987	
SNUGLI	VE	Registered	50	451189-235VE1		105047	17-Nov-1983	GERRY
SNUGLI	YD	Registered	18	451189-235YD1	24-Nov-1976	4092	24-Nov-1976	GERRY

SNUGLI (STYLIZED)	BX	Registered	25	451189-420BX2	13-Dec-1982	386667	42-Aug-1983	GERRY
SNUGLI (STYLIZED)	CH	Registered	18 22	451189-420CH1	21-Dec-1982	326907	03-Jan-1984	GERRY
SNUGLI (STYLIZED)	DE	Registered	18	451189-420DE2	11-Nov-1981	1035492	13-Jul-1982	GERRY
SNUGLI (STYLIZED)	DE	Registered	25	451189-420DE1	16-Dec-1982	1056783	16-Dec-1982	GERRY
SNUGLI (STYLIZED)	FR	Registered	18 25	451189-420FR1	28-Oct-1991	1722672	27-Dec-1991	LISCO
SNUGLI (STYLIZED)	GR	Registered	18 20	451189-420GR1	01-Feb-1982	70950	17-Aug-1983	EVENFL
SNUGLI (STYLIZED)	MX	Registered	22	451189-420MX1	07-Sep-1983	295367	07-Sep-1983	GERRY
SOFT TOUCH	US	Registered		451189-100US1	01-Aug-1983	1292314	28-Aug-1984	
SPORTCARRIER GIFT SET	CA	Registered	18	451189-318CA1	19-Oct-1995	TMA502496	20-Oct-1998	
SPORTCARRIER GIFT SET	US	Registered	18	451189-318US1	20-Apr-1998	2299514	14-Dec-1999	LISCO
STABILIZATION TETHER	CA	Registered	12	451189-286CA1	28-Oct-1997	534055	31-Aug-2000	LISFUR
STABILIZATION TETHER	US	Registered	12	451189-286US1	20-Apr-1998	2456488	29-May-2001	LISCO
STEPS TO GROW	US	Registered	20	451189-826US1	11-Aug-2000	2574450	28-May-2002	
SUPERSAUCER	CA	Registered	20	451189-223CA1	20-Jun-1997	TMA505324	09-Dec-1998	LISFUR
SUPERSAUCER	US	Registered		451189-223US1	25-Aug-1997	2164176	09-Jun-1998	
SWADDLESAFE	US	Registered	18	451189-820US1	30-Jun-2000	2537354	05-Feb-2002	
TENSIONRIGHT	US	Registered	12	451189-886US1	29-Dec-2000	2560379	09-Apr-2002	
THE FAVORITE ALTERNATIVE	US	Registered		451189-201US1	16-Dec-1996	2118016	02-Dec-1997	
THE FAVORITE ALTERNATIVE	CA	Registered	28	451189-201CA1	11-Jul-1996	531914	29-Aug-2000	LISFUR
THE WALKER ALTERNATIVE	CA	Registered	20	451189-158CA1	10-Jan-1994	470912	12-Feb-1997	
THE WALKER ALTERNATIVE	US	Registered	28	451189-158US1	18-Jul-1994	2003763	24-Sep-1996	
TOWN AND COUNTRY	US	Registered	12	451189-336US1	16-Nov-1998	2432114	27-Feb-2001	
TRAIL BLAZER	CA	Registered	12	451189-326CA1	23-Jan-1998	548743	26-Jul-2001	LISFUR
TRAIL BLAZER	US	Registered	12	451189-326US1	16-Nov-1998	2441807	10-Apr-2001	
TRAIL TECH	CA	Registered	12	451189-327CA1	23-Jan-1998	TMA548527	22-Oct-1999	
TRAIL TECH	US	Registered	12	451189-327US1	13-Jul-1998	2342442	18-Apr-2000	
TRANSPLASTIC	MX	Registered	6 15 16 21	451189-385MX1		113545	15-Mar-1963	LISFEE
TRENDSETTER	CA	Registered	12	451189-309CA1	31-Dec-1997	532072	31-Aug-2000	LISFUR
TRENDSETTER	US	Registered	12	451189-309US1	29-Jun-1998	2281201	28-Sep-1999	
TRI-BUGKLE	CA	Registered	20	451189-276CA1	20-Jun-1997	TMA494709	15-May-1998	LISFUR
TRIUMPH	US	Registered	12	451189-879US1	29-Dec-2000	2566195	30-Apr-2002	
TROOPER	CA	Registered	12	451189-152CA1	12-Sep-1996	TMA496903	02-Jul-1998	

TROOPER	US	Registered	18	451189-152US2	25-Sep-2000	2557306	02-Apr-2002
ULTARA	CA	Registered	12	451189-320CA1	19-May-1988	355656	12-May-1989
ULTARA	US	Registered	12	451189-320US1	29-Jun-1998	2361287	27-Jun-2000
ULTARA I	US	Registered		451189-105US1	27-Feb-1989	1560760	17-Oct-1989
ULTARA I DELUXE	CA	Registered	12	451189-180CA1	16-Jan-1995	488752	30-Jan-1998
ULTARA I DELUXE	US	Registered		451189-180US1	13-Feb-1995	2070303	10-Jun-1997
ULTARA II	US	Registered		451189-106US1	27-Feb-1989	1560759	17-Oct-1989
ULTARA V	US	Registered	12	451189-115US1	04-Nov-1991	1758212	16-Mar-1993
ULTRA VENT	US	Registered	10	451189-222US1	13-Dec-1996	2186659	01-Sep-1998
ULTRASAUCCER	US	Registered	28	451189-817US1	03-Oct-2000	2485269	04-Sep-2001
VITAFLO	AR	Registered	10	451189-383AR1	12-Jun-1980	1415361	29-Jan-1993
VITAFLO	AU	Registered	10	451189-383AU1	22-Jul-1948	A95798	22-Jun-1964
VITAFLO	BR	Registered	20	451189-383BR1	28-Dec-1953	3406482	14-Nov-1956
VITAFLO	CO	Registered	10	451189-383CO1	18-Feb-1955	34901	18-Feb-1955
VITAFLO	DO	Registered	69	451189-383DO1	12-Aug-1994	75098	15-Nov-1994
VITAFLO	EC	Registered	10	451189-383EC1		6271	18-Oct-1955
VITAFLO	HK	Registered	10	451189-383HK1	09-Feb-1956	595756	29-Aug-1956
VITAFLO	PE	Registered	10	451189-383PE1		25808	22-Jul-1949
VITAFLO	VE	Registered	10	451189-383VE1		22025-F	07-Feb-1950
WALK-AROUND	US	Registered	28	451189-808US1	22-Mar-2000	2576613	04-Jun-2002

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AMENDED AND RESTATED
SECURITY AGREEMENT

Dated as of December 18, 2002

By

EVENFLO COMPANY, INC.

and Its Subsidiaries, Parties Hereto

in favor of

BANK OF AMERICA, NATIONAL ASSOCIATION
(formerly Bank of America National Trust and Savings Association),

as Administrative Agent

SECURITY AGREEMENT

This Amended and Restated Security Agreement (this "Agreement"), dated as of December 18, 2002, among Evenflo Company, Inc. ("Borrower"), the undersigned Subsidiaries of Borrower (each a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; Borrower and the Subsidiary Grantors collectively, the "Grantors") and Bank of America, N.A. (formerly Bank of America National Trust and Savings Association) ("BofA"), as administrative agent (in such capacity, "Administrative Agent") for the lenders (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement Borrower, The Financial Institutions Party Thereto, as Lenders, Bank of America, N.A., as Administrative Agent and Transamerica Business Capital Corporation, as Collateral Agent, dated as of December 18, 2002 (the "Credit Agreement").

WITNESSETH:

WHEREAS, Borrower entered into a certain Security Agreement, dated as of August 20, 1998, as amended on March 1, 2001 (the "Existing Security Agreement") in favor of BofA, as administrative agent for the various financial institutions from time to time parties (the "Existing Lenders") to a certain Credit Agreement among Borrower, the Existing Lenders, BofA, as swing line lender and as fronting lender and as administrative agent, together with Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, as lead arranger and syndication agent, and DLJ Capital Funding, Inc., as documentation agent, for the ratable benefit of the Existing Lenders;

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans (such capitalized term, and other capitalized terms used in these recitals, have the meanings set forth, or defined by reference, in Section 1) to Borrower upon the terms and subject to the conditions set forth in the Credit Agreement and, pursuant to Article X of the Credit Agreement, BofA has agreed to act as Administrative Agent for the Lenders (BofA and the Lenders, collectively, the "Secured Parties");

WHEREAS, (a) Borrower owns at least a majority of the capital stock of each Subsidiary Grantor and (b) each Subsidiary Grantor has, pursuant to the Guaranty (as the same may be amended, supplemented or otherwise modified), guaranteed to the Administrative Agent, for the ratable benefit of the Secured Parties and their respective successors, endorsees, transferees and assigns, the prompt and complete payment and performance by Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations;

WHEREAS, the proceeds of the Loans will be used in part to enable Borrower to make valuable transfers to the Subsidiary Grantors in connection with the operation of their respective businesses;

WHEREAS, Borrower and the Subsidiary Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the Loans; and

WHEREAS, it is a condition precedent to (a) the obligation of the Lenders to make their respective Loans to Borrower under the Credit Agreement and (b) the effectiveness of the Credit

Agreement, that Borrower and the Subsidiary Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, the Lenders have agreed to amend and restate the Existing Security Agreement, as provided herein;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to make the Loans, each of the Grantors hereby agrees with the Administrative Agent to amend and restate the Existing Security Agreement, for the ratable benefit of the Secured Parties, as follows:

1. Defined Terms.

1.1. Definitions. (a) Unless otherwise noted, references to sections are to sections of this Agreement. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given in the Credit Agreement, and the following terms which are defined in the Code in effect in the State of New York on the date hereof are used herein as so defined: Chattel Paper, Deposit Accounts, Commercial Tort Claim and Instruments.

(b) The following terms shall have the following meanings:

“Account”: with respect to each Grantor, any and all right, title and interest of such Grantor to payment for goods and services sold or leased, whether due or to become due, whether or not it has been earned or performed, and whether now or hereafter acquired or arising in the future, including, without limitation, accounts receivable from Affiliates of such person, except to the extent that the grant of a security interest in Accounts owed by Affiliates not incorporated or otherwise organized in the United States of America would result in material adverse tax or legal consequences to such Grantor.

“Accounts Receivable”: with respect to each Grantor, all right, title and interest of such Grantor to Accounts and all of its right, title and interest in any returned goods, together with all rights, titles, securities and guaranties with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary in each case whether due or to become due, whether now or hereafter arising in the future.

“Administrative Agent”: as defined in the Preamble.

“Agreement”: this Amended and Restated Security Agreement, as the same may be amended, amended and restated, modified or otherwise supplemented from time to time.

“Code”: the Uniform Commercial Code as from time to time in effect in any applicable jurisdiction.

“Collateral”: as defined in Section 2.1.

“Collateral Account”: any collateral account established by the Administrative Agent as provided in Section 5.3 or Section 7.2.

“Computer Hardware and Software Collateral”: with respect to each Grantor, its interests in the following, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person:

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by each Grantor, designed for use on the computers and electronic data processing hardware described in the preceding clause (a);

(c) all firmware associated therewith;

(d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(e) all rights with respect to all of the foregoing, including any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

“Contracts”: with respect to each Grantor, all rights of such Grantor under contracts and agreements to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of such Grantor to damages arising out of, or for, breach or default in respect thereof and (c) all rights of such Grantor to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its rights under such contract or agreement is not prohibited without the consent of any other person, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from all such other persons.

“Copyright Collateral”: with respect to each Grantor, its interests in the following, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person:

(a) all copyrights (including copyrights for semi-conductor chip product mask works) of each Grantor, whether statutory or at common law, registered or unregistered, now or hereafter in force throughout the world including, without limitation, all of each Grantor's right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world and also including, without limitation, the copyrights and mask works referred to in Item A of Schedule IV attached hereto, and all applications for registration thereof (including pending applications), including the copyright and mask works registrations and applications referred to in Item A of Schedule IV attached hereto, if any, and all copyrights resulting from such applications;

(b) all extensions and renewals of any of the items described in clause (a);

(c) all copyright and mask works licenses and other agreements providing each Grantor with the right to use any of the items of the type referred to in clauses (a) and (b), including each copyright license referred to in Item B of Schedule IV attached hereto, if any;

(d) the right to sue third parties for past, present and future infringements of any of the Copyright Collateral referred to in clauses (a) and (b) and, to the extent applicable, clause (c); and

(e) all proceeds of, and rights associated with, the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits and all rights corresponding hereto throughout the world.

"Copyright Office": the United States Copyright Office.

"Credit Agreement": as defined in the Preamble.

"Documents": with respect to each Grantor, all Instruments, files, records, ledger sheets and documents covering or relating to any of the Accounts, Equipment, General Intangibles, Intellectual Property, Inventory or Proceeds.

"Equipment": with respect to each Grantor, all right, title and interest of such Grantor in any and all equipment in all its forms, including, but not limited to all machinery, all data processing, computers and computer hardware and software (whether owned or licensed), tools, furniture, fixtures, all attachments, accessions and property new or hereafter affixed thereto or used in connection therewith, and substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired or arising.

"General Intangibles": with respect to each Grantor, as defined in the Code in effect in the State of New York on the date hereof to the extent, in the case of any General Intangibles arising under any contract or agreement, that the grant by such Grantor of a security interest pursuant to this Agreement in its rights under such contract or agreement is not prohibited without the consent of any other person, or is permitted with consent if

all necessary consents to such grant of a security interest have been obtained from all such other persons (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Account or General Intangible or any money or other amounts due or to become due under any such contract or agreement to the extent provided in Section 9-406 of the Code as in effect on the date hereof, and provided, further, that "General Intangibles" shall not include any General Intangibles owned by Affiliates not incorporated or otherwise organized in the United States of America to the extent that the grant of a security interest in such General Intangibles would result in material adverse tax or legal consequences to such Grantor.

"Indemnitee": the Administrative Agent, the Secured Parties and their respective officers, directors, trustees, affiliates and controlling persons.

"Intellectual Property Collateral": collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

"Inventory": with respect to each Grantor, all right, title and interest of such Grantor in and to goods intended for sale or lease by such person, or consumed in such person's business (including, without limitation, all operating parts and supplies), together with all raw materials and finished goods, whether now owned or hereafter acquired or arising.

"Leased Real Property": with respect to each Grantor, all right, title and interest of such Grantor in any and all leasehold interests, together with all buildings, structures, and other improvements located thereon and all licenses, easements and appurtenances thereto, wherever located, whether now owned or hereafter acquired or arising.

"Loans": as defined in the first recital.

"Material Intellectual Property Collateral": the following Trademarks: "Evenflow," "Snugli," "Gerry" and "Exersaucer".

"Patent Collateral": with respect to each Grantor, its interests owned in the following, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Schedule V attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the preceding clause (a);

(c) all patent licenses and other agreements providing each Grantor with the right to use any of the items of the type referred to in the preceding clauses (a) and (b), including each patent license referred to in Item B of Schedule V attached hereto;

(d) the right to sue third parties for past, present and future infringements of any Patent Collateral described in the preceding clauses (a) and (b) and, to the extent applicable, clause (c); and

(e) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Schedule V attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Schedule V attached hereto, and all rights corresponding thereto throughout the world.

“Permitted Lien”: as defined in Section 3.1.

“Proceeds”: with respect to each Grantor, any consideration received from the sale, lease, license, exchange or other disposition of any asset or property which constitutes Collateral, whatever is collected on, or distributed on account of, Collateral, rights arising out of Collateral, any value received as a consequence of the possession of any Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Collateral, and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, without limitation, (a) all cash and negotiable Instruments received or held on behalf of the Administrative Agent pursuant to Section 5.3 and (b) any claim of such Grantor against a third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) any and all amounts from time to time paid or payable under or in connection with any of the Collateral.

“Secured Parties”: as defined in the first recital.

“Specified Liens”: Liens permitted pursuant to Sections 8.01(b), (f), (h), (l), (p) and (q) of the Credit Agreement.

“Subsidiary”: a Subsidiary incorporated or otherwise organized in the United States of America.

“Trademark Collateral”: with respect to each Grantor, its interests owned in the following in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks,

certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature and designs (all of the foregoing items in this clause (a) being collectively called a “Trademark”), now existing in the United States or hereafter adopted or acquired in the United States, and all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the PTO, including those referred to in Item A of Schedule VI attached hereto, and all renewals thereof;

(b) all Trademark licenses and other agreements providing each Grantor with the right to use any items of the type described in the preceding clause (a), including each Trademark license referred to in Item B of Schedule VI attached hereto, and all renewals thereof;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, the preceding clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in the preceding clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by each Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule VI attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

“Trade Secrets Collateral”: with respect to each Grantor, its interests in the following, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person; all common law and statutory trade secrets and all other confidential or proprietary or useful information (to the extent such confidential, proprietary or useful information is protected by each Grantor against disclosure and is not readily ascertainable) and all know-how obtained by or used in or contemplated at any time for use in the business of each Grantor (all of the foregoing being collectively called a “Trade Secret”), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, including each Trade Secret license referred to in Schedule VII attached hereto, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

1.2. Other Definitional Provisions. (a) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agree-

ment as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Security Interest.

2.1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due, whether at the stated maturity, by acceleration, upon one or more dates set for prepayment or otherwise of the Obligations (including the payment of all amounts that constitute part of the Obligations and would be owed by the Obligors to the Administrative Agent or the Secured Parties under the Loan Documents and any Swap Contracts but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any such Obligor), each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a first priority security interest in all of the following property now owned or at any time hereafter acquired by such Grantor, subject only to Liens permitted pursuant to Section 3.3 (collectively, with respect to each Grantor, the “Collateral”):

- (a) all Accounts Receivable;
- (b) all Contracts;
- (c) all General Intangibles;
- (d) all Inventory;
- (e) all Intellectual Property Collateral (including, without limitation, all Material Intellectual Property Collateral);
- (f) all books and records pertaining to the Collateral;
- (g) all Instruments;
- (h) all Deposit Accounts;
- (i) all Documents;
- (j) all Equipment located in the United States;
- (k) all Leased Real Property located in the United States;
- (l) all commercial tort claims specified on Schedule VIII; and
- (m) to the extent not otherwise included, all Proceeds, products, offspring, rents, issues, profits, returns and income of any and all of the foregoing.

Notwithstanding anything contained in this Agreement or any Loan Document to the contrary, "Collateral" shall not include any property of the type specified in Sections 2.1(b), (c), (d), (e) and (g) if the granting of a Lien by such Grantor hereunder would violate the terms of, or otherwise constitute a default under, any document or instrument to which any Grantor is a party (other than those documents or Instruments between or among any of the Grantors only) relating to the ownership of, or pertaining to any rights or interests held in, such property.

Such security interests are granted as security only and shall not subject any Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

2.2. Security Interest Absolute. All rights of the Administrative Agent and the security interests granted to the Administrative Agent hereunder, and all Obligations of the Grantors hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of the Credit Agreement, any Note, any Letter of Credit or any other Loan Document;

(b) the failure of any Secured Party:

(i) to assert any claim or demand or to enforce any right or remedy against Borrower, any other Obligor or any other Person under the provisions of the Credit Agreement, any Note, any Letter of Credit, any other Loan Document or otherwise, or

(ii) to exercise any right or remedy against any guarantor of, or collateral securing, any Obligations,

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other extension, compromise or renewal of any Obligation;

(d) subject to section 17, any reduction, limitation, impairment or termination of any Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and each Grantor hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Obligations or otherwise;

(e) any amendment to, rescission, waiver, or other modification of, or any consent to or departure from, any of the terms of the Credit Agreement, any Note, any Letter of Credit, or any other Loan Document;

(f) any addition, exchange, release, surrender or non-perfection of any collateral (including the Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Obligations; or

(g) any other circumstances which might otherwise constitute a defense available to, or a legal or equitable discharge of, Borrower, any other Obligor, any surety or any guarantor.

2.3. Postponement of Subrogation, etc. No Grantor will exercise any rights which it may acquire by reason of any payment made hereunder, whether by way of subrogation, reimbursement or otherwise, until the prior payment, in full and in cash of all Obligations, the irrevocable termination of all Commitments and the termination or expiration of all Letters of Credit. Any amount paid to a Grantor on account of any payment made hereunder prior to the payment in full in cash of all Obligations and the termination or expiration of all Letters of Credit, shall be held in trust for the benefit of the Secured Parties and shall immediately be paid to the Secured Parties and credited and applied against the Obligations, whether matured or unmatured, in accordance with the terms of Section 7.3; provided, however, that if

(a) any Grantor has made payment to the Secured Parties of all or any part of the Obligations, and

(b) all Obligations have been paid in full and all Commitments have been irrevocably terminated and the Letters of Credit are terminated or expired,

each Secured Party agrees that, at such Grantor's request and expense, the Secured Parties will execute and deliver to the applicable Grantor appropriate documents (without recourse and without representation or warranty) necessary to evidence the transfer by subrogation to such Grantor of an interest in the Obligations resulting from such payment by such Grantor. In furtherance of the foregoing, for so long as any Obligations remain outstanding or Commitments remain outstanding, each Grantor shall refrain from taking any action or commencing any proceeding against Borrower or any other Obligor (or its successors or assigns, whether in connection with a bankruptcy proceeding or otherwise) to recover any amounts in respect of payments made under this Agreement to any Secured Party.

3. Representations and Warranties. Each Grantor hereby represents as follows:

3.1. Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to this Agreement and any other Liens permitted to exist pursuant to the Credit Agreement (the "Permitted Liens"), each Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No security agreement, financing statement or other public notice with respect to all or any part of such Collateral is on file or of record in any public office, except such as have been filed, pursuant to this Agreement, in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, or in respect of Permitted Liens.

3.2. Authority. Each Grantor has full power and authority to grant to the Administrative Agent the security interest in the Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained.

3.3. Enforceable Obligation; Perfected, First Priority Security Interests. This Agreement constitutes a legal, valid and binding obligation of each Grantor, enforceable against

such Grantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally and except as enforceability may be limited by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and the security interests granted pursuant to this Agreement (a) upon completion of the filings specified in Schedule I attached hereto shall constitute valid, binding, enforceable and, with respect to only those items of Collateral for which perfection can be achieved by filing a financing statement under the Code, perfected security interests in the Collateral in favor of the Administrative Agent for the ratable benefit of the Secured Parties, and (b) are prior to all other Liens on the Collateral in existence on the date hereof, except for any Specified Liens.

3.4. Inventory. The Equipment and Inventory owned by such Grantor is kept at the locations listed in Schedule II attached hereto, which shall be updated from time to time in accordance with Section 4.4, or at such other locations as shall be permitted by Section 4.4.

3.5. Chief Executive Office. As of the Closing Date, each Grantor's chief executive office and chief place of business is located at the location under its signature set forth below.

3.6. Intellectual Property Collateral. With respect to any Material Intellectual Property Collateral maintained in the United States and any other market material to Borrower's and its Subsidiaries' businesses, each Grantor has kept such Material Intellectual Property Collateral registered with the applicable federal, state or foreign authority, as the case may be, with an appropriate notice of such registration and has taken all reasonable steps to maintain such Material Intellectual Property Collateral and any and all rights with respect thereto and has not abandoned, or permitted to become unenforceable, any Material Intellectual Property Collateral, in each case, except where the same could not reasonably be expected to have a Material Adverse Effect. No consent of any other Person is required in order for any Grantor to grant a first priority security interest in the Material Intellectual Property Collateral to the Administrative Agent pursuant to this Agreement.

4. Covenants. Each Grantor covenants and agrees with the Secured Parties that, from and after the date of this Agreement until (a) the payment in full of all Obligations, (b) this Agreement is terminated and the security interests created hereby are released, (c) all Commitments are terminated and (d) the Letters of Credit are terminated or expired, such Grantor will perform, comply with and be bound by the obligations set forth in this Section:

4.1. Delivery of Instruments and Chattel Paper. If an Event of Default shall have occurred and be continuing and if any amount payable under or in connection with any of the Collateral owned by such Grantor shall be or become evidenced by any promissory note, other instrument or Chattel Paper, upon the request of the Administrative Agent, such promissory note, instrument or Chattel Paper shall be immediately delivered to the Administrative Agent, duly endorsed in a manner reasonably satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

4.2. Maintenance of Insurance. Each Grantor shall maintain insurance policies in accordance with the requirements of Section 7.06 of the Credit Agreement. On the date hereof

and throughout the term of this Agreement, Borrower shall provide the Administrative Agent with effective certificates of insurance with respect to each insurance policy maintained by Borrower and its Subsidiaries, which certificates shall name the Administrative Agent as "loss payee" or "additional insured", in accordance with customary practice for transactions of this type, in each case as reasonably satisfactory to the Administrative Agent and as customary for transactions of this type.

4.3. Maintenance of Perfected Security Interest; Further Documentation. (a) Each Grantor hereby authorizes the Administrative Agent to cause all filings and other actions listed in Schedule I attached hereto to be taken, whether in offices designated in the Code, the PTO or the Copyright Office, as the case may be. Each Grantor shall maintain the security interests created by this Agreement as first, perfected security interests subject only to Liens permitted pursuant to Section 3.3, and shall defend such security interests against all claims and demands of all persons whomsoever (other than those pursuant to Liens permitted pursuant to Section 3.3).

(b) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of a Grantor, such Grantor shall promptly and duly execute and deliver such further instruments and documents and take such further action as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code, the filing of statements with the PTO or in the Copyright Office with respect to the security interests created hereby and the taking of actions outside the United States to perfect the security interests in the Intellectual Property Collateral created hereby.

4.4. Changes in Locations, Name, etc. A Grantor shall not, except (x) upon ten (10) days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of a written supplement to Schedule II attached hereto showing the additional location or locations at which Equipment and Inventory shall be kept, and (y) if filings under the Code or otherwise have been made which maintain in favor of the Administrative Agent a legal, valid, binding, enforceable and perfected security interest in the Collateral subject to no Liens, other than Permitted Liens.

(a) permit any of the Equipment and Inventory to be kept at a location other than those listed in Schedule II hereto, except for Equipment and Inventory (i) in transit between locations described in this paragraph (a), (ii) in transit as part of a delivery to a purchaser thereof or (iii) obsolete or disposed of pursuant to Section 7.05 of the Credit Agreement, (iv) out for repair, or (v) transferred to a Foreign Subsidiary in a transaction, in each case, as permitted by the Credit Agreement.

(b) change the location of its chief executive office and chief place of business from that specified in Section 3.5; or

(c) change its (i) corporate name or any trade name used to identify it in its conduct of business or in the ownership of its properties, (ii) identity or (iii) corporate

structure to such an extent that any financing statement filed in favor of the Administrative Agent in connection with this Agreement would become misleading.

4.5. Further Identification of Collateral. Each Grantor shall furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with such Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

4.6. Notices. A Grantor shall advise the Administrative Agent promptly in reasonable detail, at its address set forth pursuant to Section 11.02 of the Credit Agreement of:

(a) any Lien (other than security interests created hereby or Permitted Liens) on, any material portion of the Collateral; and

(b) the occurrence of any other event which could reasonably be expected to have a material adverse effect on the security interests created hereby or on the aggregate value of (i) the Collateral and (ii) all other Collateral (as such term is defined in the Pledge Agreement) of Borrower and its Subsidiaries taken as a whole.

4.7. Administrative Agent Liabilities and Expenses; Indemnification. (a) Notwithstanding anything to the contrary provided herein, the Administrative Agent assumes no liabilities with respect to any claims regarding each Grantor's ownership (or purported ownership) of, or rights or obligations (or purported rights or obligations) arising from, the Collateral or any use (or actual or alleged misuse) whether arising out of any past, current or future event, circumstance, act or omission or otherwise, or any claim, suit, loss, damage, expense or liability of any kind or nature arising out of or in connection with the Collateral or the production, marketing, delivery, sale or provision of goods or services under or in connection with any of the Collateral. All of such liabilities shall, as between the Administrative Agent and the Grantors, be borne exclusively by the Grantors.

(b) Each Grantor hereby agrees to pay all expenses of the Administrative Agent and to indemnify the Administrative Agent with respect to any and all losses, claims, damages, liabilities and related expenses in respect of this Agreement or the Collateral in each case to the extent Borrower is required to do so pursuant to Section 10.07 of the Credit Agreement.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the Pledge Agreement. Without prejudice to the survival of any other agreements contained herein, all indemnification and reimbursement obligations contained herein shall survive the payment in full of the principal and interest under the Credit Agreement and the termination of the Commitments or this Agreement.

4.8. Use and Disposition of Collateral. A Grantor shall not (a) make or permit to be made an assignment, pledge or hypothecation of the Collateral, and shall grant no other security interest in such Collateral (other than (i) pursuant hereto or, (ii) any Permitted Liens) or (b) make or permit to be made any transfer of such Collateral, and shall remain at all times in possession thereof other than transfers to the Administrative Agent pursuant to the provisions hereof; notwithstanding the foregoing, such Grantor may use and dispose of such Collateral in

any lawful manner not in violation of the provisions of this Agreement, the Credit Agreement or any other Loan Document, unless the Administrative Agent shall, after an Event of Default shall have occurred and during the continuance thereof, notify such Grantor not to sell, convey, lease, assign, transfer or otherwise dispose of any such Collateral other than Inventory in the ordinary course of business and other than any other transfers between the Grantors.

4.9. As to Intellectual Property Collateral. With respect to any Material Intellectual Property Collateral maintained in the United States and any other market material to Borrower's and its Subsidiaries' businesses, each Grantor covenants and agrees to keep such Material Intellectual Property Collateral registered with the applicable federal, state or foreign authority, as the case may be, with an appropriate notice of such registration and covenants and agrees to take all reasonable steps to maintain such Material Intellectual Property Collateral and any and all rights with respect thereto and will not abandon, or permit to become unenforceable, any Material Intellectual Property Collateral, in each case, except where the same could not reasonably be expected to have a Material Adverse Effect. If any Grantor shall own any Intellectual Property such Grantor shall execute and deliver to the Administrative Agent any documents required to acknowledge or register or perfect the Administrative Agent's interest in any part of the Intellectual Property Collateral.

4.10. As to Equipment and Inventory. Each Grantor covenants and agrees that it shall:

(a) keep all the Equipment and Inventory at the places therefor specified in Sections 3.4 and 4.4;

(b) cause all material Equipment to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual; and forthwith, or in the case of any loss or damage to such material Equipment, as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which are necessary or desirable to such end; and promptly furnish to the Administrative Agent a statement respecting any loss or damage to any of such material Equipment;

(c) pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Equipment and Inventory, except to the extent the validity thereof is being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been set aside.

5. Provisions Relating to Accounts.

5.1. Grantors Remain Liable under Accounts. Anything herein to the contrary notwithstanding, a Grantor shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account. No Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Se-

cured Party of any payment relating to such Account pursuant hereto, nor shall any Secured Party be obligated in any manner to perform any of the obligations of a Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.2. Analysis of Accounts. The Administrative Agent shall have the right upon the occurrence and during the continuance of an Event of Default to make test verifications of the Accounts in any manner and through any medium that it considers reasonably advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may reasonably require in connection with such test verifications. At any time and from time to time upon the occurrence and during the continuance of an Event of Default, upon the Administrative Agent's reasonable request and at the expense of each Grantor, each Grantor shall cause independent public accountants or others reasonably satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent in its own name or in the name of others may communicate with account debtors on the Accounts to verify with them to the Administrative Agent's reasonable satisfaction the existence, amount and terms of any Accounts.

5.3. Collections on Accounts. (a) The Administrative Agent hereby authorizes each Grantor to collect the Accounts, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, when collected by a Grantor during the continuance of such Event of Default, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of and on terms and conditions reasonably satisfactory to the Administrative Agent, subject to withdrawal by the Administrative Agent as provided in Section 7.2, and (ii) until so turned over, shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor.

(b) At the Administrative Agent's reasonable request after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Accounts, including, without limitation, all original orders, invoices and shipping receipts.

5.4. Representations and Warranties. As of the Closing Date, the place where each Grantor keeps its records concerning its Accounts is at the location listed in Schedule III attached hereto.

5.5. Covenants. (a) The amount represented by each Grantor to the Secured Parties from time to time as owning by each account debtor or by all account debtors in respect of the Accounts shall at such time be in all material respects the correct amount actually owing by such account debtor or debtors thereunder.

(b) Upon the occurrence and during the continuance of an Event of Default, a Grantor shall not grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof, or allow any credit or discount whatsoever thereon other than in the ordinary course of such Grantor's business, in each case if the Administrative Agent has instructed such Grantor not to do so.

(c) Unless a Grantor shall deliver ten (10) days' prior written notice identifying the change of location for its books and records, such Grantor shall not remove its books and records from the location specified in Section 5.4.

6. Provisions Relating to Contracts.

6.1. Grantors Remain Liable Under Contracts. Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each Contract to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions of such Contract. No Secured Party shall have any obligation or liability under any contract by reason of or arising out of this Agreement or the receipt by any such Secured Party of any payment relating to such Contract pursuant hereto, nor shall any Secured Party be obligated in any manner to perform any of the obligations of a Grantor under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.2. Communication With Contracting Parties. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent in its own name or in the name of others may communicate with parties to the Contracts to verify with them, to the Administrative Agent's satisfaction, the existence, amount and terms of any Contracts.

7. Remedies.

7.1. Notice to Account Debtors and Contract Parties. Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, a Grantor shall notify account debtors on the Accounts and parties to the Contracts that the Accounts and the Contracts have been assigned to the Administrative Agent for the ratable benefit of the Secured Parties and that payments in respect thereof during the continuance of such an Event of Default shall be made directly to the Administrative Agent.

7.2. Proceeds to be Turned Over to Administrative Agent. In addition to the rights of the Administrative Agent and the Secured Parties specified in Section 5.3 with respect to payments of Accounts, if an Event of Default shall occur and be continuing, all Proceeds re-

ceived by a Grantor consisting of cash, checks and other Cash Equivalents shall, upon the Administrative Agent's request, be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor, and shall, upon the Administrative Agent's request (it being understood that the exercise of remedies by the Secured Parties in connection with an Event of Default under Sections 9.01(f) or (g) of the Credit Agreement, shall be deemed to constitute a request by the Administrative Agent for the purposes of this sentence) forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required) and held by the Administrative Agent in a Collateral Account maintained under the sole dominion and control of the Administrative Agent and on terms and conditions reasonably satisfactory to the Administrative Agent. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Secured Parties) shall, subject to Section 7.3, continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 7.3.

7.3. Application of Proceeds. The Administrative Agent shall apply any proceeds from the Collateral as set forth in Section 2.08 in the Credit Agreement.

7.4. Code Remedies. If an Event of Default shall have occurred and be continuing, the Administrative Agent, on behalf of the Secured Parties, may exercise, in addition to all other rights and remedies granted to them under applicable law, in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code (whether or not, because of the jurisdiction of the Collateral, the Code applies to the applicable Collateral). Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon a Grantor or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give an option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Any Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of (to the extent permitted by law) any right or equity of redemption in a Grantor, which right or equity is hereby, to the extent permitted by law, waived or released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses incurred therein or incidental to the care or safe-keeping of any of such Collateral or reasonably relating to such Collateral or the rights of the Administrative Agent and the Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in accordance with Section 7.3, and only after such application and after the payment by the Ad-

ministrative Agent of any other amount required by any provision of law, including, without limitation, Sections 9-610 and 9-615 of the Code, need the Administrative Agent account for the surplus, if any, to such Grantor. If any notice of a proposed sale or other disposition of such Collateral shall be required by law, such notice shall be in writing and deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, money or balances in accordance with this Agreement. Upon any sale of the Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

7.5. Waiver; Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the reasonable fees and disbursements of any attorneys employed by any Secured Party to collect such deficiency.

8. Administrative Agent's Appointment as Attorney-in-Fact; Administrative Agent's Performance of Grantors' Obligations.

8.1. Powers. Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, during the continuance of an Event of Default, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name from time to time in the Administrative Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, such Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do the following upon the occurrence and during the continuance of an Event of Default:

(a) in the name of such Grantor or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such money due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral whenever payable;

(b) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral (other than Permitted Liens), to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof;

(c) to execute, in connection with any sale provided for in Section 7.4, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(d) (i) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (ii) to ask or demand for, collect, receive payment of and receipt for, any and all money, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (iii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (v) to defend any suit, action or proceeding brought against any Grantor with respect to any Collateral; (vi) to settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, to give such discharges or releases as the Administrative Agent may deem appropriate; and (vii) generally, to use, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do, at the Administrative Agent's option and at the expense of such Grantor, at any time, or from time to time, all acts and things which the Administrative Agent reasonably deems necessary to protect, preserve or realize upon such Collateral and the Administrative Agent's and the Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

8.2. Performance by Administrative Agent of Grantor's Obligations. If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation to do so, may perform or comply, or otherwise cause performance or compliance, with such agreement.

8.3. Grantor's Reimbursement Obligation. The expenses of the Administrative Agent reasonably incurred in connection with actions undertaken as provided in this Section 8, together with interest thereon at a rate per annum equal to the default rate of interest set forth in Section 2.10(c) of the Credit Agreement from the date payment is demanded by Administrative Agent to the date reimbursed by such Grantor, shall be payable by Borrower to the Administrative Agent on demand.

8.4. Ratification; Power Coupled With an Interest. Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are ir-

revocable until this Agreement is terminated and the security interests created hereby are released.

9. Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. No Secured Party nor any of its respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of a Grantor or any other person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Secured Parties hereunder are solely to protect the Secured Parties' interests in the Collateral and shall not impose any duty upon any Secured Party to exercise any such powers. The Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

10. Execution of Financing Statements. Pursuant to Section 9-509 of the Code, each Grantor authorizes the Administrative Agent to file financing statements with respect to the Collateral without the signature of such Grantor in such form and in such filing offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent and the Secured Parties under this Agreement. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

11. Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the other Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the other Secured Parties with full and valid authority so to act or refrain from acting.

12. Reinstatement. This Agreement shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Secured Party upon the filing or commencement of any Insolvency Proceeding in respect of any Grantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, such Grantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

13. Notices. All notices, requests and demands to or upon the Secured Parties or the Grantors under this Agreement shall be given or made in accordance with Section 11.02 of the Credit Agreement and addressed as follows:

(a) if to any Grantor other than Borrower, in care of Borrower in accordance with Section 11.02 of the Credit Agreement;

(b) if to Borrower, in accordance with Section 11.02 of the Credit Agreement;
and

(c) if to any Secured Party, in accordance with Section 11.02 of the Credit Agreement.

14. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, the execution and delivery to the Lenders of the Loan Documents and the issuance of any Letters of Credit, regardless of any investigation made by the Secured Parties or on their behalf, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or Special Facility Obligation, or any fee or any other amount payable under or in respect of this Agreement or any other Loan Document is outstanding and unpaid and so long as the Commitments have not been terminated and all Letters of Credit have not terminated or expired.

15. WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15.

16. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Grantor or any Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or any Secured Party or its properties in the courts of any jurisdiction.

(b) Each Grantor and each Secured Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 13. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

17. Release. (a) Unless the Grantors and the Administrative Agent otherwise agree, this Agreement and the secured interest created hereunder shall terminate when all Obligations have been fully and indefeasibly paid in full, when the Secured Parties have no further Commitments under the Credit Agreement and the Letters of Credit are terminated or expired, at which time the Administrative Agent shall execute and deliver to each Grantor, or to such person or persons as such Grantor shall reasonably designate, all at such Grantor's sole expense, all Code termination statements and similar documents prepared by such Grantor which such Grantor shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 17(a) shall be without recourse to or warranty by the Administrative Agent.

(b) All Collateral used, sold, transferred or otherwise disposed of, in accordance with the terms of the Credit Agreement (including pursuant to a waiver or amendment of the terms thereof and including by virtue of the sale or other disposition of any Guarantor permitted by the Credit Agreement) shall be used, sold, transferred or otherwise disposed of free and clear of the Lien and the security interest created hereunder. In connection with the foregoing, (i) the Administrative Agent shall execute and deliver to each Grantor, or to such person or persons as such Grantor shall reasonably designate, all at such Grantor's sole expense, all Code termination statements and similar documents prepared by such Grantor which such Grantor shall reasonably request to evidence the release of the Lien and security interest created hereunder with respect to such Collateral and (ii) any representation, warranty or covenant contained herein relating to such Collateral shall no longer be deemed to be made with respect to such used, sold, transferred or otherwise disposed Collateral.

18. Severability. Any provision of this Agreement which 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 hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereunder shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

19. Amendments in Writing; No Waiver; Cumulative Remedies.

19.1. Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantors and the Administrative Agent (on behalf of the Lenders or the Required Lenders, as the case may be).

19.2. No Waiver by Course of Conduct. No Secured Party shall by any act (except by a written instrument pursuant to Section 19.1) or delay be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of any Secured party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which such Secured Party would otherwise have on any future occasion.

20. Remedies Cumulative. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

21. Section Headings. The section and Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

22. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of each Grantor and the Secured Parties and their successors and assigns; provided, however, that this Agreement may not be assigned by any Grantor without the prior written consent of the Administrative Agent.

23. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

24. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

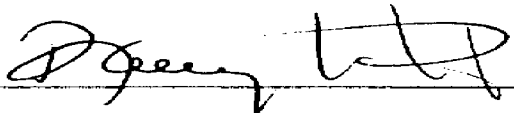
25. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract.

26. Additional Grantors. Pursuant to the Credit Agreement, each Domestic Subsidiary that was not in existence or not a Domestic Subsidiary on the date thereof is required to enter into this Agreement as a Grantor upon becoming a Domestic Subsidiary. Upon execution and delivery, after the date hereof, by the Administrative Agent and such Domestic Subsidiary of an instrument in the form of Annex 1 attached hereto, such Domestic Subsidiary shall become a

Grantor hereunder with the same force and effect as if originally named as a Grantor hereunder. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

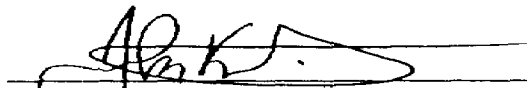
[SIGNATURE PAGE FOLLOWS]

EVENFLO COMPANY, INC.
a Delaware corporation
707 Crossroads Court
Vandalia, Ohio 45377



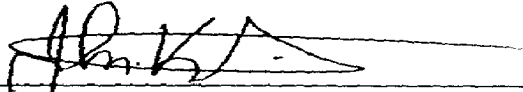
By: _____
Name: Deryle A. LOUBERT
Title: Sr Executive Vice President &
Chief Financial Officer

LISCO FEEDING, INC.,
a Delaware corporation
707 Crossroads Court
Vandalia, Ohio 45377



By:
Name: John K. Parrish
Title: Corporate Secretary

LISCO FURNITURE, INC.,
a Delaware corporation
707 Crossroads Court
Vandalia, Ohio 45377



By:
Name: John K. Sparacich
Title: Corporate Secretary

**BANK OF AMERICA, NATIONAL
ASSOCIATION (successor in interest to BANK
OF AMERICA NATIONAL TRUST AND SAV-
INGS ASSOCIATION), as Administrative Agent**

Robert Glavinis

By:
Name: .
Title:

Schedules:

Schedule I	Filings and Other Actions Required to Perfect Security Interests
Schedule II	Inventory and Equipment
Schedule III	Records of Accounts
Schedule IV	Copyrights and Mask Works
Schedule V	Patents
Schedule VI	Trademarks
Schedule VII	Trade Secrets
Schedule VIII	Commercial Tort Claims

**SCHEDULE I
TO THE SECURITY AGREEMENT**

**FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS**

Uniform Commercial Code Filings:

Grantor:

Evenflo Company, Inc.

Lisco Feeding, Inc.

Lisco Furniture, Inc.

Filing Jurisdiction:

Delaware Secretary of State

Delaware Secretary of State

Delaware Secretary of State

**SCHEDULE II
TO THE SECURITY AGREEMENT**

EQUIPMENT AND INVENTORY LOCATIONS

707 Crossroads Court
Vandalia, Ohio 45377

1801 Commerce Drive
Piqua, Ohio 45356

1901 Covington
Piqua, Ohio 45356

500 Weber
Piqua, Ohio 45356

710 Courtier
Sidney, Ohio 45365

1000 Evenflo Drive
Ball Ground, Georgia 30114

214 Nu-Line Street
Suring, Wisconsin 54174

13305 Hayes Road
Suring, Wisconsin 54174

Heasley Street
Suring, Wisconsin 54174

9571 Pan American
El Paso, Texas 79927

3300 Industrial Drive
Jasper, Alabama 35501

**SCHEDULE III
TO THE SECURITY AGREEMENT**

LOCATION OF RECORDS OF ACCOUNTS

707 Crossroads Court
Vandalia, Ohio 45377

**SCHEDULE IV
TO THE SECURITY AGREEMENT**

COPYRIGHTS AND MASK WORKS

A. Copyrights and Mask Works

TX-1-419-339

The Evenflo guide to working and caring for your baby.

TX-1-419-340

The Evenflo guide to a healthy pregnancy.

TX-1-419-341

The Evenflo guide to parenting after thirty.

TX-1-419-342

The Evenflo guide to your baby's health: from birth to one year.

TX-1-419-343

The Evenflo guide to breastfeeding.

TX-1-419-344

The Evenflo guide to preparing to bring baby home.

PA-141-282

Nursing, a family affair.

B. Copyright and Mask Works Licenses

None.

**SCHEDULE V
TO THE SECURITY AGREEMENT**

PATENTS

A. Patents and Patent Applications

B. Patent Licenses

See attached.

**SCHEDULE VI
TO THE SECURITY AGREEMENT**

TRADEMARKS

A. Trademarks

See attached.

B. Trademark Licenses

Agreement, dated January 1, 2001 (expires December 31, 2002), between OshKosh B'Gosh, Inc. and Evenflo Company, Inc. for licensing certain Osh Kosh trademarks for Evenflo's use on certain categories of juvenile products in the United States and Canada.

Agreement, dated October 24, 1999 (as amended December 31, 2001) (expires December 31, 2003), between Evenflo Company, Inc. and Dolly, Inc. for licensing of Evenflo trademark for Dolly's use on diaper bags and similar products in the United States and Canada.

Agreement between Disney Consumer Products (Mexico), S.A. de C.V. and Evenflo Mexico, S.A. de C.V. (expires April 30, 2003 with two-year renewal term) for licensing of certain Disney trademarks for Evenflo's use on certain categories of juvenile products primarily in Mexico.

**SCHEDULE VII
TO THE SECURITY AGREEMENT**

TRADE SECRETS

None.

**SCHEDULE VIII
TO THE SECURITY AGREEMENT**

COMMERCIAL TORT CLAIMS

None.