

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The William Carter Company		10/15/2010	CORPORATION: MASSACHUSETTS
Oshkosh B'Gosh, Inc.		10/15/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 S. Tyron Street
Internal Address:	Mail Code: NC1-002-15-39
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 98

Property Type	Number	Word Mark
Serial Number:	78277972	C
Serial Number:	77486323	CARTER'S
Serial Number:	77486333	CARTER'S
Serial Number:	77486346	CARTER'S
Serial Number:	77486375	CARTER'S
Serial Number:	77486380	CARTER'S
Serial Number:	77759341	JUST ONE YEAR
Serial Number:	77766904	GENUINE FRIENDS
Serial Number:	77880846	JUST ONE YOU!
Serial Number:	77880965	PRECIOUS FIRSTS
Serial Number:	77889822	JUST ONE YOU
Serial Number:	77889847	JUST ONE YOU!

OP \$2465.00 78277972

Serial Number:	77890892	PRECIOUS FIRSTS
Serial Number:	77929496	CARTER'S LITTLE LAYETTE
Serial Number:	85040761	LITTLE LAYETTE
Serial Number:	85056579	IF THEY COULD JUST STAY LITTLE 'TIL THEIR CARTER'S WEAR OUT
Serial Number:	76627166	01
Serial Number:	76626266	02
Serial Number:	76626335	10
Serial Number:	76627163	28
Serial Number:	76626334	WIGGLE-IN
Serial Number:	76626599	SPLASHYCLEAN
Serial Number:	76626526	ROOMY ROLLY
Serial Number:	76626551	DRIBBLEHAPPY
Serial Number:	76626304	WHO'S INSIDE
Serial Number:	76626550	WRAP-ME-UP
Serial Number:	76626569	SLEEPLIKELY
Serial Number:	76626332	SWADDLE-IN
Serial Number:	76626330	EASY ENTRY FOOTIE
Serial Number:	76626568	SIDE-SNAPPER
Serial Number:	76626326	SPEEDY EXIT
Serial Number:	76626552	CUSHYSOFT
Serial Number:	76626331	TOASTYSLEEVE
Serial Number:	76626559	FUZZ-FREE FLEECE
Serial Number:	76626333	FOREVERSOFT
Serial Number:	78570311	TOP-SNAPPER
Serial Number:	78576480	EVERYDAY ESSENTIALS
Serial Number:	78576539	ALL-THE-WORKS
Serial Number:	78975656	CHILD OF MINE
Serial Number:	78146962	CHILD OF MINE
Serial Number:	75618130	CARTER'S
Serial Number:	76396094	JUST ONE YEAR
Serial Number:	71020952	CARTER'S
Serial Number:	74453944	CARTER'S
Serial Number:	74006476	CARTER'S
Serial Number:	74006456	CARTER'S

Serial Number:	73136532	CARTER'S
Serial Number:	75980214	CARTER'S
Serial Number:	71141546	CARTER'S
Serial Number:	75980188	CARTER'S
Serial Number:	75980187	CARTER'S
Serial Number:	74723096	CARTER'S FOR KIDS
Serial Number:	78156541	CHILD OF MINE
Serial Number:	75248473	IF THEY COULD JUST STAY LITTLE 'TIL THEIR CARTER'S WEAR OUT
Serial Number:	71371018	JIFFON
Serial Number:	76396960	JUST ONE YEAR
Serial Number:	71529961	NEVABIND
Serial Number:	73740888	TODAY'S CLASSICS
Serial Number:	78296095	OSHKOSH 1895
Serial Number:	78273687	THE OSHKOSH WORKWEAR CO. 1895
Registration Number:	2958234	
Serial Number:	78313971	GENUINE KIDS
Serial Number:	78355834	GB FROM OSHKOSH
Serial Number:	78376157	MURTLNECK
Serial Number:	78975659	OSHKOSH EST. 1895
Serial Number:	78535963	OSHKOSH BABY
Serial Number:	71558917	OSHKOSH
Serial Number:	71558918	OSHKOSH B'GOSH
Serial Number:	71558922	VESTBAK
Serial Number:	71558915	
Serial Number:	73339152	OSHKOSH B'GOSH
Serial Number:	73778331	OSHKOSH B'GOSH
Serial Number:	73679398	OSHKOSH B'GOSH
Serial Number:	73780904	THE GENUINE ARTICLE
Serial Number:	73775941	THE GENUINE ARTICLE
Serial Number:	73781937	OSHKOSH B'GOSH THE GENUINE ARTICLE
Serial Number:	73775936	OSHKOSH
Serial Number:	73775935	OSHKOSH B'GOSH
Serial Number:	75104791	OSHKOSH B'GOSH
Serial Number:	74348511	B'GOSH

Serial Number:	74435196	GENUINE KIDS
Serial Number:	74536642	OSHKOSH B'GOSH
Serial Number:	73191966	OSHKOSH
Serial Number:	75104717	OSHKOSH
Serial Number:	75907750	OSHKOSH B'GOSH
Serial Number:	76223564	OSHKOSH B'GOSH
Serial Number:	76224184	OSHKOSH B'GOSH
Serial Number:	76224072	G
Serial Number:	76223203	
Serial Number:	78144916	GENUINE KIDS FROM OSHKOSH
Serial Number:	78153967	GENUINE BABY
Serial Number:	78153966	GENUINE BABY FROM OSHKOSH
Serial Number:	77845476	OKBG
Serial Number:	77845505	OKB'G
Serial Number:	77697095	THE GENUINE DEAL
Serial Number:	77503160	AT PLAY BY OSHKOSH
Serial Number:	77503168	AT PLAY BY OSHKOSH
Serial Number:	77503178	AT PLAY BY OSHKOSH

CORRESPONDENCE DATA

Fax Number: (800)388-1599
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-388-1598
Email: accessin@sprynet.com
Correspondent Name: Jackie Lee
Address Line 1: 1773 Western Avenue
Address Line 2: Access Information Services, Inc.
Address Line 4: Albany, NEW YORK 12203

NAME OF SUBMITTER:	Jackie Lee
Signature:	/Jackie Lee/
Date:	11/10/2010

Total Attachments: 11
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TRADEMARK
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ADDITIONAL NAMES OF CONVEYING PARTIES (In connection with Item 1 of Trademark
Recordation Form Cover Sheet):

Oshkosh B'Gosh, Inc.
1170 Peachtree Street
Atlanta, GA 30309

Delaware Corporation

Citizenship - US - DE

Trademark Security Agreement

Trademark Security Agreement, dated as of October 15, 2010, by The William Carter Company, a Delaware corporation, and OshKosh B'Gosh, Inc., a Delaware corporation, (individually, a "Pledgor" and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

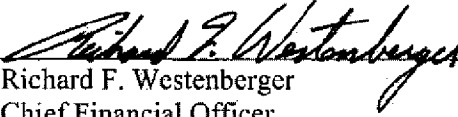
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

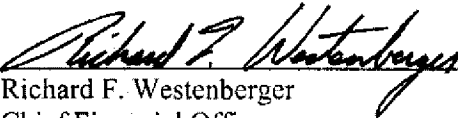
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

The William Carter Company

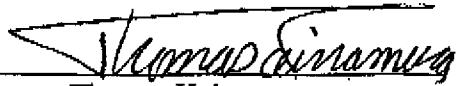

Richard F. Westenberger
Chief Financial Officer

OshKosh B'Gosh, Inc.


Richard F. Westenberger
Chief Financial Officer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Thomas Kainamura
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Title	Owner	Ser. No.	Appl. Date	Reg. No.	Reg. Date
C (block letter)	The William Carter Company	78/277972	7/23/2003	3658068	7/21/2009
CARTER'S	The William Carter Company	77/486323	5/29/2008		
CARTER'S	The William Carter Company	77/486333	5/29/2008		
CARTER'S	The William Carter Company	77/486346	5/29/2008	3775443	4/13/2010
CARTER'S	The William Carter Company	77/486375	5/29/2008	3775444	4/13/2010
CARTER'S	The William Carter Company	77/486380	5/29/2008	3774445	4/13/2010
JUST ONE YEAR	The William Carter Company	77/759341	6/15/2009		
GENUINE FRIENDS	The William Carter Company	77/766904	6/24/2009		
JUST ONE YOU!	The William Carter Company	77/880846	11/25/2009	3817658	7/13/2010
PRECIOUS FIRSTS	The William Carter Company	77/880965	11/25/2009	3817676	7/13/2010
JUST ONE YOU	The William Carter Company	77/889822	12/9/2009		
JUST ONE YOU!	The William Carter Company	77/889847	12/9/2009		
PRECIOUS FIRSTS	The William Carter Company	77/890892	12/10/2009		
CARTER'S LITTLE LAYETTE	The William Carter Company	77/929496	2/5/2010		
LITTLE LAYETTE	The William Carter Company	85/040761	5/17/2010		

Title	Owner	Ser. No.	Appl. Date	Reg. No.	Reg. Date
IF THEY COULD JUST STAY LITTLE 'TILL THEIR CARTER'S WEAR OUT	The William Carter Company	85/056579	6/7/2010		
01	The William Carter Company	76/627166	12/30/2004	3663968	8/4/2009
02	The William Carter Company	76/626266	12/30/2004	3561456	1/13/2009
10	The William Carter Company	76/626335	12/30/2004	3663967	8/4/2009
28	The William Carter Company	76/627163	12/30/2004	3554524	12/30/2008
WIGGLE-IN	The William Carter Company	76/626334	12/30/2004	3090833	5/9/2006
SPLASHYCLEAN	The William Carter Company	76/626599	12/30/2004	3104529	6/13/2006
ROOM ROLLY	The William Carter Company	76/626526	12/30/2004	3093747	5/16/2006
DRIBBLEHAPPY	The William Carter Company	76/626551	12/30/2004	3088188	5/2/2006
WHO'S INSIDE	The William Carter Company	76/626304	12/30/2004	3088185	5/2/2006
WRAP-ME-UP	The William Carter Company	76/626550	12/30/2004	3088187	5/2/2006
SLEEPLIKELY	The William Carter Company	76/626569	12/30/2004	3096228	5/23/2006
SWADDLE-IN	The William Carter Company	76/626332	12/30/2004	3090832	5/9/2006
EASY ENTRY FOOTIE	The William Carter Company	76/626330	12/30/2004	3163234	10/24/2006
SIDE SNAPPER	The William Carter Company	76/626568	12/30/2004	3074842	3/28/2006
SPEEDY EXIT	The William Carter Company	76/626326	12/30/2004	3088186	5/2/2006
CUSHYSOFT	The William Carter Company	76/626552	12/30/2004	3090837	5/9/2006

Title	Owner	Ser. No.	Appl. Date	Reg. No.	Reg. Date
TOASTYSLEEVE	The William Carter Company	76/626331	12/30/2004	3090831	5/9/2006
FUZZ-FREE FLEECE	The William Carter Company	76/626559	12/30/2004	3185020	12/12/2006
FOREVERSOFT	The William Carter Company	76/626333	12/30/2004	3325245	10/30/2007
TOP-SNAPPER	The William Carter Company	78/570311	2/18/2005	3125096	8/1/2006
EVERYDAY ESSENTIALS	The William Carter Company	78/576480	2/28/2005		
ALL-THE-WORKS	The William Carter Company	78/576539	2/28/2005	3160646	10/17/2006
CHILD OF MINE	The William Carter Company	78/975656	7/24/2002	2984266	8/9/2005
CHILD OF MINE	The William Carter Company	78/146962	7/24/2002	3154675	10/10/2006
CARTER'S (Stylized)	The William Carter Company	75/618130	1/11/1999	3057989	2/7/2006
JUST ONE YEAR	The William Carter Company	76/396094	4/16/2002	2971353	7/19/2005
CARTER'S	The William Carter Company	71/020952	7/16/1906	65969	11/5/1907
CARTER'S	The William Carter Company	74/453944	11/3/1993	1861582	11/8/1994
CARTER'S	The William Carter Company	74/006476	11/16/1989	1830836	4/12/1994
CARTER'S	The William Carter Company	74/006456	11/16/1989	1839028	6/7/1994
CARTER'S	The William Carter Company	73/136532	8/5/1977	1117280	5/1/1979
CARTER'S (Stylized)	The William Carter Company	75/980214	1/11/1999	2908910	12/7/2004
CARTER'S (Stylized)	The William Carter Company	71/141546	12/27/1920	153906	3/28/1922
CARTER'S (Stylized)	The William Carter	75/980188	8/14/1998	282789	4/6/2004

Title	Owner	Ser. No.	Appl. Date	Reg. No.	Reg. Date
	Company				
CARTER'S & Hands Design	The William Carter Company	75/980187	2/11/1999	2926479	2/15/2005
CARTER'S FOR KIDS	The William Carter Company	74/723096	8/31/1995	2070568	6/10/1997
CHILD OF MINE	The William Carter Company	78/156541	8/21/2002	2857803	6/29/2004
IF THEY COULD JUST STAY LITTLE 'TILL THEIR CARTER'S WEAR OUT	The William Carter Company	75/248473	2/25/1997	2310187	1/25/2000
JIFFON	The William Carter Company	71/371018	10/31/1935	333749	4/7/1936
JUST ONE YEAR	The William Carter Company	76/396094	4/16/2002	2971353	7/19/2005
JUST ONE YEAR	The William Carter Company	76/396960	4/16/2002	2711071	4/29/2003
NEVABIND	The William Carter Company	71/529961	7/30/1947	500112	4/20/1948
TODAY'S CLASSICS	The William Carter Company	73/740888	7/19/1988	1552944	8/22/1989
OSHKOSH 1895 in Cloverleaf Design	OshKosh B'Gosh, Inc.	78/296095	9/4/2003	2950220	5/10/2005
THE OSHKOSH WORKWEAR CO. 1895 and Cloverleaf Design	OshKosh B'Gosh, Inc.	78/273687	7/14/2003	2961080	6/7/2005
Cloverleaf Design	OshKosh B'Gosh, Inc.	78/273691	7/14/2003	2958234	5/31/2005
GENUINE KIDS	OshKosh B'Gosh, Inc.	78/313971	10/15/2003	2995898	9/13/2005
GB FROM OSHKOSH	OshKosh B'Gosh, Inc.	78/355834	1/22/2004	3112654	7/4/2006
MURTLENECK	OshKosh B'Gosh, Inc.	78/376157	3/1/2004	3107683	6/20/2006
OSHKOSH EST. 1895 logo	OshKosh B'Gosh, Inc.	78/975659	2/20/2003	2924475	2/1/2005
OSHKOSH BABY	OshKosh B'Gosh, Inc.	78/535963	12/21/2004	3041545	1/10/2006
OSHKOSH	OshKosh B'Gosh, Inc.	71/558917	6/10/1948	511479	6/21/1949
OSHKOSH B'GOSH	OshKosh B'Gosh, Inc.	71/558918	6/10/1948	511480	6/21/1949

Title	Owner	Ser. No.	Appl. Date	Reg. No.	Reg. Date
VESTBAK	OshKosh B'Gosh, Inc.	71/558922	6/10/1948	558416	5/6/1952
Triangle Back Patch	OshKosh B'Gosh, Inc.	71/558915	6/10/1948	584466	1/12/1954
OSHKOSH B'GOSH in Clover-leaf Design	OshKosh B'Gosh, Inc.	73/339152	11/27/1981	1232852	3/29/1983
OSHKOSH B'GOSH in Patch Design	OshKosh B'Gosh, Inc.	73/778331	2/2/1989	1556949	9/19/1989
OSHKOSH B'GOSH	OshKosh B'Gosh, Inc.	73/679398	8/19/1987	1498723	8/2/1988
THE GENUINE ARTICLE	OshKosh B'Gosh, Inc.	73/780904	2/15/1989	1571030	12/12/1989
THE GENUINE ARTICLE	OshKosh B'Gosh, Inc.	73/775941	1/23/1989	1593550	4/24/1990
OSHKOSH B'GOSH THE GENUINE ARTICLE Patch Design	OshKosh B'Gosh, Inc.	73/781937	2/21/1989	1561086	10/17/1989
OSHKOSH	OshKosh B'Gosh, Inc.	73/775936	1/23/1989	1559976	10/10/1989
OSHKOSH B'GOSH	OshKosh B'Gosh, Inc.	73/775935	1/23/1989	1561067	10/17/1989
OSHKOSH B'GOSH	OshKosh B'Gosh, Inc.	75/104791	5/15/1996	2168143	6/23/1998
B'GOSH	OshKosh B'Gosh, Inc.	74/348511	1/14/1993	1796444	10/5/1993
GENUINE KIDS	OshKosh B'Gosh, Inc.	74/435196	9/10/1993	1984438	7/2/1996
OSHKOSH B'GOSH	OshKosh B'Gosh, Inc.	74/536642	6/13/1994	2112584	11/11/1997
OSHKOSH	OshKosh B'Gosh, Inc.	73/191966	11/3/1978	1133127	4/15/1980
OSHKOSH	OshKosh B'Gosh, Inc.	75/104717	5/15/1996	2217577	1/12/1999
OSHKOSH B'GOSH	OshKosh B'Gosh, Inc.	75/907750	2/2/2000	2450826	5/15/2001
OSHKOSH B'GOSH	OshKosh B'Gosh, Inc.	76/223564	3/13/2001	2575818	6/4/2002
OSHKOSH B'GOSH	OshKosh B'Gosh, Inc.	76/224184	3/12/2001	2504676	11/6/2001
G (Stylized)	OshKosh B'Gosh, Inc.	76/224072	3/12/2001	2589865	7/2/2002
GENUINE BLUES Logo	OshKosh B'Gosh, Inc.	76/223203	3/12/2001	2589862	7/2/2002
GENUINE KIDS FROM OSH-KOSH	OshKosh B'Gosh, Inc.	78/144916	7/17/2002	2783307	11/11/2003
GENUINE BABY	OshKosh B'Gosh, Inc.	78/153967	8/14/2002	3104584	6/13/2006
GENUINE BABY FROM OSH-KOSH	OshKosh B'Gosh, Inc.	78/153966	8/14/2002	3104583	6/13/2006

Title	Owner	Ser. No.	Appl. Date	Reg. No.	Reg. Date
OKBB	OshKosh B'Gosh, Inc.	77/845476	10/9/2009		
OKB'G	OshKosh B'Gosh, Inc.	77/845505	10/9/2009		
THE GENUINE DEAL	OshKosh B'Gosh, Inc.	77/697095	3/23/2009	3692372	10/6/2009
AT PLAY BY OSHKOSH	OshKosh B'Gosh, Inc.	77/503160	6/19/2008		
AT PLAY BY OSHKOSH	OshKosh B'Gosh, Inc.	77/503168	6/19/2008		
AT PLAY BY OSHKOSH	OshKosh B'Gosh, Inc.	77/503178	6/19/2008		