

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Partial Release of First Lien Trademark Security Agreement	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
Credit Suisse			01/31/2012
			Financial Institution:
RECEIVING PARTY DATA			
Name:		WP EVENFLO HOLDINGS, INC.	
Street Address:		200 Clarendon Street, 50th Floor	
City:		Boston	
State/Country:		MASSACHUSETTS	
Postal Code:		02116	
Entity Type:		CORPORATION: DELAWARE	
Name:		WP EVENFLO GROUP HOLDINGS, INC.	
Street Address:		200 Clarendon Street, 50th Floor	
City:		Boston	
State/Country:		MASSACHUSETTS	
Postal Code:		02116	
Entity Type:		CORPORATION: DELAWARE	
Name:		EVENFLO COMPANY, INC.	
Street Address:		200 Clarendon Street, 50th Floor	
City:		Boston	
State/Country:		MASSACHUSETTS	
Postal Code:		02116	
Entity Type:		CORPORATION: DELAWARE	
Name:		LISCO FEEDING, INC.	
Street Address:		707 Crossroads Court	
City:		Vandalia	
State/Country:		OHIO	
Postal Code:		45377	

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Entity Type: CORPORATION: DELAWARE

Name:	LISCO FURNITURE, INC.
Street Address:	707 Crossroads Court
City:	Vandalia
State/Country:	OHIO
Postal Code:	45377
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	0716212	EVENFLO
Registration Number:	0680902	EVENFLO
Registration Number:	0322650	EVENFLO
Registration Number:	2277870	EVENFLO
Registration Number:	0684315	EVENFLO
Registration Number:	0706355	EVENFLO
Registration Number:	0756407	EVENFLO
Registration Number:	1188705	EVENFLO
Registration Number:	0684384	EVENFLO
Registration Number:	1233606	EVENFLO
Registration Number:	3119523	COMFORT ANGLE
Registration Number:	2824106	COMFORT SELECT
Registration Number:	3349798	ELAN
Registration Number:	3188336	GLOW 'N' MOTION
Registration Number:	1528057	
Registration Number:	3119522	SIPRITE
Registration Number:	3177740	SURESIP

CORRESPONDENCE DATA

Fax Number: (216)579-0212
Phone: 216-586-3939
Email: shlove@jonesday.com, pcyingier@jonesday.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Sheryl H . Love
Address Line 1: 901 Lakeside Avenue
Address Line 2: JONES DAY

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 120424-600006 - EVENFLO

NAME OF SUBMITTER: Sheryl H. Love

Signature: /Sheryl H. Love/

Date: 02/02/2012

Total Attachments: 7
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PARTIAL TRADEMARK SECURITY RELEASE AGREEMENT

This PARTIAL TRADEMARK SECURITY RELEASE AGREEMENT (this "Partial Trademark Release"), dated as of January 31, 2012 is entered into by WP EVENFLO HOLDINGS, INC., a Delaware corporation (the "Borrower") and the other Loan Parties signatory hereto and CREDIT SUISSE AG (f/k/a Credit Suisse), as administrative agent (in such capacity and together with its successors, the "Administrative Agent") for certain Lenders and as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for certain Lenders.

WHEREAS, the Borrower, the other Loan Parties signatory thereto, the Administrative Agent, the Collateral Agent and the Lenders are parties to that certain First Lien Credit Agreement, dated as of February 7, 2007, including all exhibits and schedules thereto (as heretofore and as hereafter may be from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"); and

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement, dated as of February 7, 2007, including all exhibits and schedules thereto (as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"), the Borrower and the other Loan Parties signatory thereto as lien grantors granted a security interest to the Collateral Agent in certain Trademarks set forth in that certain First Lien Trademark Security Agreement, dated February 7, 2007 (as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), including the Trademarks listed on Schedule 1 thereto (the "Secured Trademarks"); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 20, 2007, at Reel 3484, Frame 0332; and

WHEREAS, the Borrower has requested in connection with the sale of certain Secured Trademarks on Schedule A attached hereto (the "Released Trademarks") that the Collateral Agent release any collateral assignments, security interests, and liens that it may have in the Released Trademarks under the Trademark Security Agreement or any other Loan Documents pursuant to Section 2.1.3 of Amendment No. 3 to First Lien Credit Agreement dated as of January 13, 2012.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower, the other Loan Parties signatory hereto, the Administrative Agent and the Collateral Agent hereby agree as follows:

(i) Definitions

Capitalized terms used herein but not otherwise defined herein have the meanings set forth in the Credit Agreement.

(ii) Release of Security Interest

The Collateral Agent hereby terminates and releases in its entirety, without warranty, representation or recourse whatsoever to Borrower and the other applicable Loan Parties, its security interest in and lien on all of the right, title and interest of the Borrower and the other Loan Parties in, to and under the Released Trademarks. This Partial Trademark Release shall in no way release, affect or impair the Collateral Agent's or the Administrative Agent's liens on or security interests granted to it pursuant to any Loan Document in any other Collateral, including the Secured Trademarks other than the Released Trademarks, except as provided in this Partial Trademark Release. The Collateral Agent hereby authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Partial Trademark Release.

(iii) Governing Law

This Partial Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York.

(iv) Partial Release of Liens Agreement

This Partial Trademark Release has been executed in conjunction with the partial release of the security interest granted by the Collateral Agent under the Partial Release of Liens entered into between the Borrower, the other Loan Parties party thereto, the Administrative Agent and the Collateral Agent, dated as of even date herewith ("Partial Release of Liens"). The rights, remedies and obligations of the Borrower, the other Loan Parties, the Administrative Agent and the Collateral Agent with respect to the release of the security interest are more fully set forth in the Partial Release of Liens. In the event that any provisions of this Partial Trademark Release are deemed to conflict with the Partial Release of Liens, the provisions of the Partial Release of Liens shall govern.

(v) Counterparts

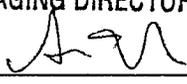
This Partial Trademark Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Partial Trademark Release by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Partial Trademark Release.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Partial Trademark Release as of the date first set forth above.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH** (f/k/a Credit Suisse, Cayman Islands
Branch), as Administrative Agent and Collateral
Agent

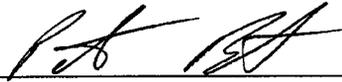
By: 
Name: **ROBERT HETU**
Title: **MANAGING DIRECTOR**

By: 
Name: **Alex Verdone**
Title: **Associate**

[EvenFlo Partial Trademark Release]

Borrower:

WP EVENFLO HOLDINGS, INC.

By:  _____

Name: Peter Banat

Title: Chief Financial Officer

[EvenFlo Partial Trademark Release]

TRADEMARK
REEL: 004709 FRAME: 0729

GUARANTORS:

WP EVENFLO GROUP HOLDINGS, INC.

By: William J. Gross
Name: William J. Gross
Title: Vice President, General Counsel and
Corporate Secretary

EVENFLO COMPANY, INC.

By: William J. Gross
Name: William J. Gross
Title: Vice President, General Counsel and
Corporate Secretary

LISCO FEEDING, INC.

By: William J. Gross
Name: William J. Gross
Title: Vice President, General Counsel and
Corporate Secretary

LISCO FURNITURE, INC.

By: William J. Gross
Name: William J. Gross
Title: Vice President, General Counsel and
Corporate Secretary

[EvenFlo Partial Trademark Release]

Schedule A to the Partial Trademark Release

	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Owner</u>	<u>Class(es)/Goods</u>
1	EVENFLO	US	716,212	Evenflo Company, Inc.	(10) NIPPLE COVERS FOR NURSING BOTTLES
2	EVENFLO	US	680,902	Evenflo Company, Inc.	(10) FEEDING KITS, A FEEDING KIT BEING A CHEST, E.G., A CARDBOARD BOX, CONTAINING A PLURALITY OF NURSING BOTTLES, NIPPLES, NIPPLE RETAINING SCREW CAPS AND SEAL DISCS, AND BOTTLE CLEANSER.
3	EVENFLO	US	322,650	Evenflo Company, Inc.	(10) NIPPLES, NIPPLE RETAINING CAPS, AND NURSING BOTTLES
4	EVENFLO (stylized)	US	2,277,870	Evenflo Company, Inc.	(10) INFANT NURSERS, DISPOSABLE BABY BOTTLES, NIPPLES FOR BABY BOTTLES, PACIFIERS FOR BABIES AND HOLDERS THEREOF, TEETHING RINGS, CAP RINGS FOR BABY BOTTLES, NIPPLE COVERS FOR BABY BOTTLES, SEALING DISCS FOR BABY BOTTLES AND PARTS AND ACCESSORIES THEREOF, MANUAL BREAST PUMPS, BREAST PADS FOR NURSING, AND NASAL ASPIRATORS FOR BABIES
5	EVENFLO	US	684,315	Evenflo Company, Inc.	(21) FEEDING DISHES
6	EVENFLO	US	706,355	Evenflo Company, Inc.	(11) NON-ELECTRICAL APPARATUS FOR HEATING INFANT FEEDING EQUIPMENT, INCLUDING STERILIZERS AND BOTTLE WARMERS
7	EVENFLO	US	756,407	Evenflo Company, Inc.	(21) BRUSHES FOR CLEANING FEEDING EQUIPMENT
8	EVENFLO	US	1,188,705	Evenflo Company, Inc.	(25) INFANT CLOTHING, NAMELY, BIBS
9	EVENFLO	US	684,384	Evenflo Company, Inc.	(23) NURSERY TONGS

	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Owner</u>	<u>Class(es)/Goods</u>
10	EVENFLO	US	1,233,606	Evenflo Company, Inc.	(21) BABY TRAINING CUPS, CAPS AND UNITS CONSISTING OF A TRAINING CUP CAP AND BOTTLE
11	COMFORT ANGLE	US	3,119,523	Evenflo Company, Inc.	(21) CHILD BEVERAGE CONTAINERS
12	COMFORT SELECT	US	2,824,106	Evenflo Company, Inc.	(10) BREAST PUMPS
13	ELAN	US	3,349,798	Evenflo Company, Inc.	(05) BREAST PADS (10) INFANT NURSERS, MILK STORAGE CONTAINERS, NAMELY BOTTLES; NIPPLES FOR BABY BOTTLES, PACIFIERS FOR BABIES AND HOLDERS THEREOF, NAMELY CLIPS; TEETHING RINGS, CAP RINGS FOR BABY BOTTLES, NIPPLE COVERS FOR BABY BOTTLES, SEALING DISCS FOR BABY BOTTLES, AND BREAST PUMPS
14	GLOW 'N' MOTION	US	3,188,336	Evenflo Company, Inc.	(21)CHILD BEVERAGE CONTAINERS
15	Representation of a Bottle	US	1,528,057	Evenflo Company, Inc.	(10) FEEDING BOTTLES FOR INFANTS
16	SIPRITE	US	3,119,522	Evenflo Company, Inc.	(21) CHILDREN'S BEVERAGE CUP
17	SURESIP	US	3,177,740	Evenflo Company, Inc.	(21) CHILDREN'S DRINKING CONTAINERS AND VALVES THEREFOR

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