

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Evenflo Company, Inc.		01/31/2012	CORPORATION: DELAWARE
Lisco Feeding, Inc.		01/31/2012	CORPORATION: DELAWARE
Lisco Furniture, Inc.		01/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Evenflo Company Holdings, LLC
Street Address:	225 Byers Road
City:	Miamisburg
State/Country:	OHIO
Postal Code:	45342
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

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

CORRESPONDENCE DATA

Fax Number: (513)381-0205

CH \$265.00 0716212

Phone: 513-381-2838
Email: bayliss@taftlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Linda D. Bayliss, paralegal
Address Line 1: 425 Walnut Street
Address Line 2: Suite 1800
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	ECI06 GN086
NAME OF SUBMITTER:	Linda D. Bayliss, paralegal
Signature:	/Linda D Bayliss paralegal/
Date:	02/22/2012

Total Attachments: 13

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this “**Assignment of Trademarks**”) effective as of January 31, 2012, is entered by and among each of Evenflo Company, Inc., a Delaware corporation (“**Evenflo**”), Lisco Feeding, Inc., a Delaware corporation (“**Lisco Feeding**”) and Lisco Furniture, Inc., a Delaware corporation (“**Lisco Furniture**”) (each of Evenflo, Lisco Feeding and Lisco Furniture, an “**Assignor**” and collectively “**Assignors**”) and Evenflo Company Holdings, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignors are the owners of those certain trademarks set forth in the attached Schedule A (the “**Marks**”);

WHEREAS, Assignors, Kimberly-Clark de México, S.A.B. de C.V., a Mexico corporation (“**KCM**”), and the other parties thereto, are parties to that certain Purchase and Sale Agreement, dated as of January 13, 2012 (as amended and in effect from time to time, the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Evenflo has formed Assignee, a wholly-owned subsidiary of Evenflo; and

WHEREAS, pursuant to the Purchase Agreement, Assignee is acquiring from each Assignor, and each Assignor is transferring to Assignee all of such Assignor’s right, title and interest in and to the Marks;

NOW THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each of the Assignors and Assignee hereby agree as follows:

(i) Conveyance and Acceptance. Each Assignor hereby assigns, transfers and conveys to Assignee such Assignor’s entire right, title and interest in and to the Marks, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, the right to sue, either at law or in equity and the right to recover for any past, present or future infringements thereof and the right to initiate other proceedings before all government and administrative bodies with respect to the Marks.

(ii) Further Action. Each Assignor agrees, at Assignee’s expense, to do all acts and take such further action, including the execution and acknowledgment of such additional documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Assignment of Trademarks.

(iii) Miscellaneous.

(a) This Assignment of Trademarks shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

(b) This Assignment of Trademarks will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or

conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

(c) This Assignment of Trademarks may be amended or modified only by a written instrument executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Trademarks under seal as of the date first set forth above.

EVENFLO COMPANY, INC.

By: Bill Gross
Name: Bill Gross
Title: Secretary

THE STATE OF OHIO

County of Montgomery

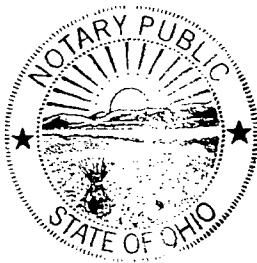
This instrument was executed before me on this 31 day of January 2012, by Bill Gross, the Secretary (title) of Evenflo Company, Inc., a Delaware corporation.

WITNESS my hand and official seal.

Anthony Bruzese
Notary Public in and for
The State of Ohio

Anthony Bruzese
Printed or Typed Name of Notary

My Commission Expires _____



ANTHONY E. BRUZZESE, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 D. R. C.

[Signature Page to Assignment of Trademarks]

LISCO FEEDING, INC.

By: Bill Gross
Name: Bill Gross
Title: Secretary

THE STATE OF OHIO

County of Montgomery

This instrument was executed before me on this 31 day of January 2012, by Bill Gross, the Secretary (title) of Lisco Feeding, Inc., a Delaware corporation.

WITNESS my hand and official seal.

Anthony Bruzese
Notary Public in and for
The State of Ohio

Anthony Bruzese
Printed or Typed Name of Notary

My Commission Expires _____



ANTHONY E. BRUZESE, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

[Signature Page to Assignment of Trademarks]

LISCO FURNITURE, INC.

By: Bill Gross
Name: Bill Gross
Title: Secretary

THE STATE OF OHIO

County of Montgomery

This instrument was executed before me on this 31 day of January 2012, by Bill Gross, the Secretary (title) of Lisco Furniture, Inc., a Delaware corporation.

WITNESS my hand and official seal.

Anthony Bruzese
Notary Public in and for
The State of Ohio

Anthony Bruzese
Printed or Typed Name of Notary



ANTHONY E. BRUZZESE, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

My Commission Expires _____

[Signature Page to Assignment of Trademarks]

EVENFLO COMPANY HOLDINGS, LLC

By: Evenflo Company, Inc., as the sole member
of KCM International Brands, LLC

By: Bill Gross
Name: Bill Gross
Title: Secretary

[Signature Page to Assignment of Trademarks]