



Name of Conveying Party(ies) (continuation)

WP Evenflo Group Holdings, Inc. - Delaware Corporation

WP Evenflo Holdings, Inc. - Delaware Corporation

Lisco Feeding, Inc. - Delaware Corporation

Lisco Furniture, Inc. - Delaware Corporation

2345834.1

**SCHEDULE A**  
**TO**  
**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

**Trademarks and Applications**

<b>Registration Trademark Number/Date</b>	<b>Country Name</b>	<b>Status Class(es)</b>	<b>Application Number/Date</b>
<b>ADJUST-A-SHIELD</b> 1899781	044790.020001/0001	Registered	74452279
	United States of America 13-Jun-1995	12 Int.	28-Oct-1993
<b>BABY SUITE</b> 3370717	044790.020010/0001	Registered	78897900
	United States of America 15-Jan-2008	20 Int.	01-Jun-2006
<b>BIG KID</b> 2946924	044790.020013/0001	Registered	78231167
	United States of America 03-May-2005	12 Int.	28-Mar-2003
<b>CHASE</b> 2730529	044790.020016/0001	Registered	76404167
	United States of America 24-Jun-2003	12 Int.	07-May-2002
<b>COMFORT DIMENSIONS</b> 2560285	044790.020017/0001	Registered	76119745

2345187.1

	United States of America 09-Apr-2002	12 Int.	30-Aug-2000
<b>COMFORT TOUCH</b> 2557004	044790.020022/0001	Registered	75923839
	United States of America 02-Apr-2002	12 Int.	19-Feb-2000
<b>COMFORT VENT</b> 2968902	044790.020023/0001	Registered	78223925
	United States of America 12-Jul-2005	18 Int.	11-Mar-2003
<b>DISCOVERY</b> 2578977	044790.020029/0001	Registered	75346311
	United States of America 11-Jun-2002	12 Int.	25-Aug-1997
<b>EVENFLO</b> 1193257	044790.020034/0010	Registered	73287329
	United States of America 06-Apr-1982	28 Int.	24-Nov-1980
<b>EVENFLO</b> 1446278	044790.020034/0003	Registered	73631933
	United States of America 07-Jul-1987	12 Int.	24-Nov-1986
<b>EVENFLO (Stylized)</b> 2086968	044790.020035/0001	Registered	75034047
	United States of America 12-Aug-1997	12 Int.	18-Dec-1995
<b>EVENFLO (STYLIZED)</b> 2066490	044790.020041/0001	Registered	75034046
	United States of America 03-Jun-1997	20 Int.	01-Aug-1995
<b>EXERCISES BODY &amp; MIND</b> 2973292	044790.020043/0001	Registered	78246202
	United States of America 19-Jul-2005	28 Int.	06-May-2003

2345187.1

**TRADEMARK**  
**REEL: 004967 FRAME: 0527**

<b>EXERSAUCER</b> 1902207	044790.020044/0001	Registered	74452295
	United States of America 27-Jun-1995	28 Int.	28-Oct-1993
<b>EXPRESS</b> 2551144	044790.020046/0001	Registered	76119503
	United States of America 19-Mar-2002	12 Int.	30-Aug-2000
<b>GENERATIONS</b> 3050588	044790.020051/0001	Registered	78553537
	United States of America 24-Jan-2006	12 Int.	25-Jan-2005
<b>GERRY</b>	044790.020096/0001	Pending	85716073
	United States of America	20 Int.	29-Aug-2012
<b>GERRY</b> 1185675	044790.020052/0001	Registered	73823689
	United States of America 12-Jan-1982	12 Int.	28-Oct-1980
<b>JENNY JUMP UP</b> 3592207	044790.020058/0001	Registered	77261618
	United States of America 01-Feb-2009	28 Int.	22-Aug-2007
<b>JOHNNY JUMP UP</b> 2923476	044790.020059/0001	Registered	78369872
	United States of America 01-Feb-2005	28 Int.	18-Feb-2004
<b>JOHNNY JUMP UP (Stylized)</b> 549808	044790.020060/0001	Registered	71577664
	United States of America 23-Oct-1951	22 Int.	25-Apr-1949

2345187.1

<b>MISCELLANEOUS DESIGN</b> 0780470 <b>(Baby Bottle)</b> 17-Nov-1964	044790.020069/0001  United States of America	Registered  28 Int.	72161024  21-Jan-1963
<b>ON MY WAY</b> 1889249	044790.020073/0001  United States of America 11-Apr-1995	Registered  12 Int.	74452277  28-Oct-1993
<b>PARENT LINK</b> 2436782	044790.020075/0001  United States of America 20-Mar-2001	Registered  42 Int.	75887558  05-Jan-2000
<b>RECLINERIGHT</b> 2560378	044790.020083/0001  United States of America 09-Apr-2002	Registered  12 Int.	76188021  29-Dec-2000
<b>SAFE PASSAGE</b> 1330126	044790.020086/0001  United States of America 09-Apr-1985 06-Sep-2000	Registered  41 Int.	73454180  23-Nov-1983
<b>SIGHTSEER</b> 2574551	044790.020090/0001  United States of America 28-May-2002	Registered  12 Int.	76239322  11-Apr-2001
<b>SNUGLI</b> 1463562	044790.020092/0001  United States of America 03-Nov-1987	Registered  20 Int.	73654502  09-Apr-1987
<b>SNUGLI</b> 1609081	044790.020092/0002  United States of America 07-Aug-1990	Registered  18 Int.	73751058  12-Sep-1988

2345187.1

<b>SNUGLI</b>	044790.020092/0002 United States of America	Pending 12 Int., 20 Int.	85763557 25-Oct-2012
<b>SNUGLI (STYLIZED)</b> 1062765	044790.020093/0001 United States of America 05-Apr-1977	Registered 18 Int.	73037892 22-Nov-1974
<b>SURELATCH</b> 3699890	044790.020100/0001 United States of America 20-Oct-2009	Registered 12 Int.	77487282 30-May-2008
<b>TENSIONRIGHT</b> 2560379	044790.020102/0001 United States of America 09-Apr-2002 15-Apr-2004	Registered 12 Int.	76188022 29-Dec-2000
<b>TITAN</b> 2644233	044790.020105/0001 United States of America 29-Oct-2002	Registered 12 Int.	76247936 27-Apr-2001
<b>TRADITIONS</b> 3030549	044790.020106/0001 United States of America 13-Dec-2005	Registered 12 Int.	78403854 19-Apr-2004
<b>TRIUMPH</b> 4139557	044790.020111/0001 United States of America 08-May-2012	Registered 12 Int.	77953960 09-Mar-2010
<b>TRIUMPH ADVANCE</b> 3657675	044790.020112/0001 United States of America 21-Jul-2009	Registered 12 Int.	77650444 15-Jan-2009

2345187.1

**TRADEMARK**  
**REEL: 004967 FRAME: 0530**

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** dated as of December 4, 2012 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Trademark Security Agreement"), between **EVENFLO COMPANY, INC.** ("Borrower"), **WP EVENFLO GROUP HOLDINGS, INC.**, **WP EVENFLO HOLDINGS, INC.**, **LISCO FEEDING, INC.**, **LISCO FURNITURE, INC.** (collectively, "Guarantors") and, together with Borrower, individually and collectively, "Grantor"), and **BANK OF AMERICA, N.A.**, as lender ("Lender").

**WHEREAS**, one or more Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof; and

**WHEREAS**, Borrower, Lender and certain affiliates of Borrower are parties to that certain Loan and Security Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"), and various documents, instruments, guaranties and agreements delivered contemporaneously herewith in connection therewith (all of the foregoing, together with this Trademark Security Agreement and the Loan Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the "Loan Documents"), pursuant to which, among other things, Lender may make loans and certain other financial accommodations to or for the benefit of Borrower; and

**WHEREAS**, Guarantors will benefit, directly or indirectly, from the loans and other financial accommodations to the Borrower contemplated by the Loan Agreement; and

**WHEREAS**, it is a condition precedent to the effectiveness of the Loan Agreement and the other Agreements that, among other things, each Grantor enter into this Trademark Security Agreement in order to grant a security interest in the Trademarks, as hereinafter defined, in favor of the Lender, to secure the Obligations as hereinafter provided.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

### **A. DEFINITIONS.**

Except as specifically defined in this Trademark Security Agreement, capitalized terms used herein shall have the respective meanings given thereto in the Loan Agreement.

### **B. SECURITY INTEREST.**

To secure the prompt payment and performance of all Obligations (as hereinafter defined), each Grantor hereby grants to Lender a continuing security interest in: (i) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications, including, without limitation, those listed on Schedule A hereof as owned by Grantor (collectively, the "Trademarks"); (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future



infringements and dilutions thereof; (d) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (e) all of Grantor's rights corresponding thereto throughout the world; (ii) all renewals of the foregoing; and (iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license with respect thereto, including right to receive any damages, (b) injury to the goodwill associated with any Trademark, or (c) right to receive license fees, royalties, and other compensation under any license with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

**C. OBLIGATIONS SECURED.**

The security interests granted to Lender by each Grantor in this Trademark Security Agreement shall secure the prompt and indefeasible payment and performance of each Grantor's Obligations under the Loan Agreement and each of the other Loan Documents.

**D. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Each Grantor, as applicable, hereby covenants, represents and warrants, all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding, that:

1. Grantor will pay and perform all of its respective Obligations according to their terms.

2. All of the existing Trademarks are valid and subsisting in full force and effect to Grantor's knowledge, and Grantor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Grantor will, at Grantor's expense, perform all acts and execute all documents necessary to maintain the existence of the Trademarks material to the conduct of the business of Grantor as then currently operated as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever except the security interests granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto and Permitted Liens.

3. Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or grant an exclusive license relating thereto, except to Lender, or, except in the Ordinary Course of Business, otherwise dispose of any of the Collateral without the prior written consent of Lender.

4. Grantor will, at Grantor's expense, perform all acts and execute all documents requested at any time by Lender to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Trademark Security Agreement. Grantor hereby authorizes Lender to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed (if applicable) only by Lender. Grantor further authorizes Lender to have this and any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office.

5. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the

Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender under the Loan Documents.

6. Lender may, in its Permitted Discretion, pay any amount or do any act which Grantor fails to pay or do as required under the Loan Documents or as requested by Lender to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Grantor will be liable to Lender for any such payment, which payment shall be deemed a Revolving Loan under the Loan Agreement, and shall be payable on demand together with interest at the rate set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

7. As of the date hereof, Grantor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto.

8. Grantor shall notify Lender in writing of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within a reasonable time of such filing. Upon request of Lender, Grantor shall execute and deliver to Lender any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Lender to evidence the security interest of Lender in such Trademark.

9. Grantor has not abandoned any of the Trademarks material to the conduct of the business of Grantor and, outside of the Ordinary Course of Business, Grantor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Grantor shall notify Lender immediately if it knows or has reason to know of any reason why any application or registration relating to any of the Trademarks material to the conduct of the business of Grantor may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

10. Grantor will render any assistance, as Lender may determine in its Permitted Discretion is necessary, to Lender in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks as Grantor's exclusive property and to protect Lender's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

11. Grantor will notify Lender within a reasonable time of Grantor's filing a Trademark infringement suit based upon any Trademark material to the conduct of the business of Grantor. Grantor, at its expense, shall take such actions as reasonably requested by Lender to protect Lender's security interest in and to the Trademarks.

12. Grantor assumes all responsibility and liability arising from the use of the Trademarks and Grantor hereby indemnifies and holds Lender and its Affiliates harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Grantor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Grantor (or any affiliate or subsidiary thereof).

13. In any action or proceeding instituted by Lender in connection with any matters arising at any time out of or with respect to this Trademark Security Agreement, Grantor will not interpose any counterclaim of any nature, other than compulsory counterclaims.

14. Grantor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Trademark Security Agreement and, other than in the Ordinary Course of Business, will not change the quality of the products associated with the Trademarks without the Lender's prior written consent. Grantor hereby grants to Lender the right to visit its plants and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at any time during regular business hours, or at such other times as Lender may reasonably request.

#### **E. EVENTS OF DEFAULT.**

The occurrence or existence of any Event of Default, as such term is defined in the Loan Agreement, is referred to herein individually as an "Event of Default" and, collectively, as "Events of Default".

#### **F. RIGHTS AND REMEDIES.**

Upon the occurrence of any Event of Default and at any time thereafter, in addition to all other rights and remedies of Lender, whether provided under law, the Loan Documents or otherwise, and after expiration of any grace period, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor except as such notice or consent is expressly provided for hereunder.

1. Lender may require that neither Grantor nor any affiliate or subsidiary of Grantor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Lender may make use of any Trademarks for the sale of goods, completion of work-in-progress or rendering of services in connection with enforcing any other security interest granted to Lender by Grantor or any Subsidiary or Affiliate of Grantor.

2. Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and Canada.

3. Lender may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in Lender's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Grantor shall be liable for any deficiency.

4. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph F.3 hereof, Lender may at any time execute and deliver on behalf of Grantor, pursuant to the authority granted in the Powers of Attorney described in subparagraph D.5 hereof, one or more instruments of assignment of the Trademarks (or any application or registration relating thereto), in form suitable for filing, recording or registration. Grantor agrees to pay Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

5. Lender may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel, and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to the Obligations in such order and manner as Lender determines in its sole discretion. Grantor shall remain liable to Lender for any expenses or obligations remaining unpaid after the application of such proceeds, and Grantor will pay Lender on demand any such unpaid amount, together with interest at the rate set forth in the Loan Agreement.

6. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Grantor shall supply to Lender or Lender's designee Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantor's customer lists and other records relating to the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Lender to take any such action at any time. All of Lender's rights and remedies, whether provided under law, the Loan Documents, this Trademark Security Agreement, or otherwise, shall be cumulative and none are exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

**G. MISCELLANEOUS.**

1. Any failure or delay by Lender to require strict performance by Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Lender's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Lender, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Lender and directed to Grantor, specifying such waiver.

2. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: (a) if given by facsimile transmission, when transmitted to the applicable facsimile number, if confirmation of receipt is received; (b) if given by mail, three Business Days after deposit in the U.S. mail, with first-class postage pre-paid, addressed to the applicable address; or (c) if given by personal delivery, when duly delivered to the notice address with receipt acknowledged. Any written notice or other communication that is not sent in conformity with the foregoing provisions shall nevertheless be effective on the date actually received by the noticed party. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Grantor: c/o Evenflo Company, Inc.  
225 Byers Road  
Miamisburg, Ohio 45342  
Attention: Peter Banat, Chief Financial Officer  
Telecopy No.: \_\_\_\_\_

If to Lender: Bank of America, N.A.  
225 Franklin St. - MA1-225-02-05  
Boston, MA 02110  
Attn: Gregory Kress  
Telecopy: (312) 453 - 4396

3. In the event any term or provision of this Trademark Security Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

4. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Trademark Security Agreement.

5. This Trademark Security Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Trademark Security Agreement signed by the party to be charged thereby.

6. The security interest granted to Lender pursuant to this Trademark Security Agreement shall terminate and, at Grantor's sole expense, be released or assigned, as necessary or proper to re-vest in Grantor the full title to the Collateral, upon termination of the Loan Agreement and indefeasible payment in full to Lender and the other Secured Parties of all Obligations thereunder.

**7. THIS TRADEMARK SECURITY AGREEMENT, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES; PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.**

8. GRANTOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER THE STATE OF NEW YORK, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. GRANTOR IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3.1 OF THE LOAN AGREEMENT. Nothing herein shall limit the right of Lender to bring proceedings against Grantor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Trademark Security Agreement shall be deemed to preclude enforcement by Lender of any judgment or order obtained in any forum or jurisdiction.

9. To the fullest extent permitted by Applicable Law, Grantor waives (a) the right to trial by jury (which Lender hereby also waives) in any proceeding or dispute of any kind relating in any way to this Trademark Security Agreement or any documents or agreements at any time made in connection therewith or transactions relating thereto; (b) notice prior to taking possession or control of any Collateral; (c) any bond or security that might be required by a court prior to allowing Lender to exercise any rights or remedies; (d) the benefit of all valuation, appraisal and exemption laws; (e) any claim against Lender on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents (including this Trademark Security Agreement) or transactions relating thereto; and (g) notice of acceptance hereof. Grantor acknowledges that the foregoing waivers are a

material inducement to Lender entering into this Trademark Security Agreement and that Lender is relying upon the foregoing in their dealings with Grantor. Grantor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Trademark Security Agreement may be filed as a written consent to a trial by the court.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Lender have executed this Trademark Security Agreement as of the day and year first above written.

**EVENFLO COMPANY, INC.**

By: Peter Barant  
Name: Peter Barant  
Title: CFO

**WP EVENFLO GROUP HOLDINGS, INC.**

By: Peter Barant  
Name: Peter Barant  
Title: CFO

**WP EVENFLO HOLDINGS, INC.**

By: Peter Barant  
Name: Peter Barant  
Title: CFO

**LISCO FEEDING, INC.**

By: Peter Barant  
Name: Peter Barant  
Title: CFO

**LISCO FURNITURE, INC.**

By: Peter Barant  
Name: Peter Barant  
Title: CFO

**BANK OF AMERICA, N.A.**

By: Peter Barant  
Name: Peter Barant  
Title: CFO

Trademark Security Agreement

IN WITNESS WHEREOF, Grantor and Lender have executed this Trademark Security Agreement as of the day and year first above written.

**EVENFLO COMPANY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WP EVENFLO GROUP HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WP EVENFLO HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LISCO FEEDING, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LISCO FURNITURE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK OF AMERICA, N.A.**

By: Steven Blumberg  
Name: Steven Blumberg  
Title: SVP

Trademark Security Agreement



STATE OF Massachusetts  
COUNTY OF Suffolk ) ss.:

On this 19<sup>th</sup> day of November, 2012, before me personally came Peter Banat, to me known, who being duly sworn, did depose and say, that he is the CEO of Lisco Feeding, Inc., the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Jenifer R. Walsh  
Notary Public  
JENIFER R. WALSH  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
June 1, 2018

STATE OF Massachusetts  
COUNTY OF Suffolk ) ss.:

On this 19<sup>th</sup> day of November, 2012, before me personally came Peter Banat, to me known, who being duly sworn, did depose and say, that he is the CEO of Lisco Furniture, Inc., the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Jenifer R. Walsh  
Notary Public  
JENIFER R. WALSH  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
June 1, 2018

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On this 19<sup>th</sup> day of November, 2012, before me personally came Peter Banat, to me known, who being duly sworn, did depose and say, that he is the CEO of Bank of America, N.A., the national banking association described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said national banking association.

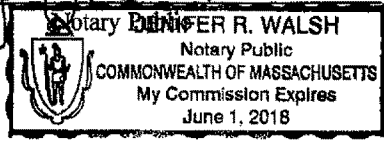
Jenifer R. Walsh  
Notary Public  
JENIFER R. WALSH  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
June 1, 2018

Trademark Security Agreement

STATE OF Massachusetts  
COUNTY OF Suffolk ) ss.:

On this 17<sup>th</sup> day of November, 2012, before me personally came Peter Barot, to me known, who being duly sworn, did depose and say, that he is the CFO of Evenflo Company, Inc., the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

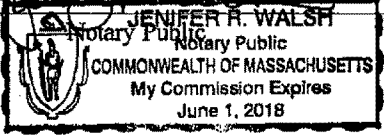
*Jenifer R. Walsh*



STATE OF Massachusetts  
COUNTY OF Suffolk ) ss.:

On this 17<sup>th</sup> day of November, 2012, before me personally came Peter Barot, to me known, who being duly sworn, did depose and say, that he is the CFO of WP Evenflo Group Holdings, Inc., the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

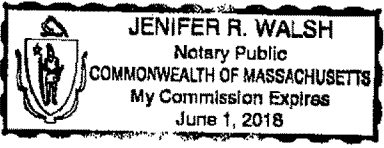
*Jenifer R. Walsh*



STATE OF Massachusetts  
COUNTY OF Suffolk ) ss.:

On this 17<sup>th</sup> day of November, 2012, before me personally came Peter Barot, to me known, who being duly sworn, did depose and say, that he is the CFO of WP Evenflo Holdings, Inc., the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

*Jenifer R. Walsh*  
Notary Public



Trademark Security Agreement

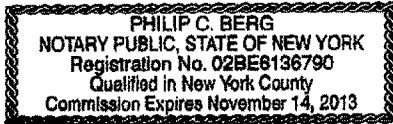
STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of November, 2012, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of Evenflo Company, Inc., the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this \_\_\_\_\_ day of November, 2012, before me personally came Steven Blumberg, to me known, who being duly sworn, did depose and say, that he is the SVP of Bank of America, N.A., the national banking association described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said national banking association.



[Signature]  
\_\_\_\_\_  
Notary Public

Trademark Security Agreement

**EXHIBIT 1**

**SPECIAL POWER OF ATTORNEY**

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

**KNOW ALL MEN BY THESE PRESENTS**, that each of **EVENFLO COMPANY, INC., WP EVENFLO GROUP HOLDINGS, INC., WP EVENFLO HOLDINGS, INC., LISCO FEEDING, INC., and LISCO FURNITURE, INC.** hereby appoints and constitutes **BANK OF AMERICA, N.A.** ("**Lender**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on its behalf:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of such undersigned party in and to any trademarks, trade names, registered trademark, trademark applications, service marks, registered service marks and service mark applications and all registrations and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement between the undersigned Grantor and Lender, dated of even date herewith (the "Security Agreement") and may not be revoked until indefeasible payment in full of all "Obligations", as such term is defined in the Security Agreement.

Dated as of December \_\_\_\_, 2012

[Signature Page Follows]

Trademark Security Agreement

**EVENFLO COMPANY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WP EVENFLO GROUP HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WP EVENFLO HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LISCO FEEDING, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LISCO FURNITURE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Trademark Security Agreement

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of December, 2012, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of Evenflo Company, Inc., the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of December, 2012, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of WP Evenflo Group Holdings, Inc., the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of December, 2012, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of WP Evenflo Holdings, Inc., the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public

Trademark Security Agreement

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of December, 2012, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of Lisco Feeding, Inc., the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of December, 2012, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of Lisco Furniture, Inc., the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public

Trademark Security Agreement

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademarks and Applications**

Registration Trademark Number/Date	Country Name	Status Class(es)	Application Number/Date
<b>ABOUT FACE</b> TMA531925	044790.020000/0001	Registered	817471
	Canada 29-Aug-2000	01 Int.	11-Jul-1996
<b>ADJUST-A-SHIELD</b> TMA464753	044790.020001/0001	Registered	0736822
	Canada 25-Oct-1996	01 Int.	14-Sep-1993
<b>ADJUST-A-SHIELD</b> 1899781	044790.020001/0001	Registered	74452279
	United States of America 13-Jun-1995	12 Int.	28-Oct-1993
<b>AEROSAUCER</b> TMA531981	044790.020002/0001	Registered	865592
	Canada 30-Aug-2000	01 Int.	31-Dec-1997
<b>AEROSAUCER (Stylized Logo</b> TMA531982 <b>w/Airplane and Propeller)</b> 30-Aug-2000	044790.020003/0001	Registered	865591
	Canada	01 Int.	31-Dec-1997
<b>ANGEL COMFORT</b> TMA572512	044790.020009/0001	Registered	1091589
	Canada 18-Dec-2002	01 Int.	05-Feb-2001
<b>BABY SUITE</b> 3370717	044790.020010/0001	Registered	78897900
	United States of America 15-Jan-2008	20 Int.	01-Jun-2006
<b>BABYGO</b> TMA605934	044790.020011/0001	Registered	1157796
	Canada 22-Mar-2004	20 Int.	01-Nov-2002
<b>BELT-TRAC</b>	044790.020012/0001	Registered	768230

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0547**



486076	Canada 21-Nov-1997	12 Int.	09-Nov-1994
<b>BIG KID</b> 2946924	044790.020013/0001 United States of America 03-May-2005	Registered 12 Int.	78231167 28-Mar-2003
<b>BOUNCE 'N PLAY</b> TMA518526	044790.020014/0001 Canada 22-Oct-1999	Registered 01 Int.	867058 23-Jan-1998
<b>CAR RIDE BOUNCER</b> TMA539961	044790.020015/0001 Canada 22-Jan-2001	Registered 01 Int.	894895 27-Oct-1998
<b>CHASE</b> TMA606056	044790.020016/0001 Canada 23-Mar-2004	Registered 12 Int.	1157795 01-Nov-2002
<b>CHASE</b> 2730529	044790.020016/0001 United States of America 24-Jun-2003	Registered 12 Int.	76404167 07-May-2002
<b>COMFORT DIMENSIONS</b> TMA574942	044790.020017/0001 Canada 31-Jan-2003	Registered 12 Int.	1091591 05-Feb-2001
<b>COMFORT DIMENSIONS</b> 2560285	044790.020017/0001 United States of America 09-Apr-2002	Registered 12 Int.	76119745 30-Aug-2000
<b>COMFORT FIRST</b> TMA539960	044790.020018/0001 Canada 22-Jan-2001	Registered 01 Int.	894897 06-Nov-1998
<b>COMFORT SUPREME</b> TMA539680	044790.020021/0001 Canada 15-Jan-2001	Registered 01 Int.	867051 23-Jan-1998
<b>COMFORT TOUCH</b> TMA582638	044790.020022/0001 Canada 28-May-2003	Registered 12 Int.	1064500 22-Jun-2000

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0548**

<b>COMFORT TOUCH</b> 2557004	044790.020022/0001	Registered	75923839
	United States of America 02-Apr-2002	12 Int.	19-Feb-2000
<b>COMFORT VENT</b> 2968902	044790.020023/0001	Registered	78223925
	United States of America 12-Jul-2005	18 Int.	11-Mar-2003
<b>CONTOURED COMFORT</b> TMA575451	044790.020026/0001	Registered	1095491
	Canada 12-Feb-2003	01 Int.	09-Mar-2001
<b>COUNTRY</b> TMA532242	044790.020027/0001	Registered	894906
	Canada 06-Sep-2000	01 Int.	27-Oct-1998
<b>CROSS COUNTRY</b> TMA674343	044790.020028/0001	Registered	1169448
	Canada 05-Oct-2006	01 Int.	27-Feb-2003
<b>DISCOVERY</b> 2578977	044790.020029/0001	Registered	75346311
	United States of America 11-Jun-2002	12 Int.	25-Aug-1997
<b>DOUBLE COMFORT</b> TMA539682	044790.020030/0001	Registered	867056
	Canada 15-Jan-2001	01 Int.	23-Jan-1998
<b>DOUBLE TAKE</b> TMA518133	044790.020031/0001	Registered	867057
	Canada 19-Oct-1999	01 Int.	23-Jan-1998
<b>EVENFLO</b> 1555230	044790.020034/0001	Registered	1928457
	Argentina 31-Mar-1995	20 Int.	18-Jul-1994
<b>EVENFLO</b> 1592352	044790.020034/0002	Registered	192456
	Argentina 21-Feb-1996	12 Int.	18-Jul-1994
<b>EVENFLO</b> 2112732	044790.020034/0003	Registered	
	Argentina 12-Sep-2006	12 Int.	

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0549**

**EVENFLO**  
528215

044790.020034/0007

Registered

528215

Australia  
06-Feb-1990

20 Int.

06-Feb-1990

**EVENFLO**  
528213

044790.020034/0006

Registered

528213

Australia  
06-Feb-1990

18 Int.

06-Feb-1990

**EVENFLO**  
528214

044790.020034/0008

Registered

528214

Australia  
06-Feb-1990

12 Int.

06-Feb-1990

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0550**

<b>EVENFLO</b> 818307188	044790.020034/0002	Registered	818307188
	Brazil 29-Apr-1997		30-Jan-1995
<b>EVENFLO</b> 818307196	044790.020034/0003	Registered	818307196
	Brazil 29-Apr-1997	20 Int.	30-Jan-1995
<b>EVENFLO</b> TMA363284	044790.020034/0001	Registered	607345
	Canada 10-Nov-1989	01 Int.	19-May-1988
<b>EVENFLO</b> 408883	044790.020034/0001	Registered	224370
	Chile 06-Jul-1993	12 Int., 20 Int.	04-Nov-1992
<b>EVENFLO</b> 38247	044790.020034/0003	Registered	38247
	Colombia 28-Nov-1956	17 Int.	28-Nov-1956
<b>EVENFLO</b> 175936	044790.020034/0002	Registered	
	Costa Rica 12-Jun-2008	12 Int.	
<b>EVENFLO</b> 175937	044790.020034/0003	Registered	
	Costa Rica 12-Jun-2008	20 Int.	
<b>EVENFLO</b> 57263	044790.020034/0006	Registered	1262496
	Guatemala 09-Jan-1989	26 Int.	13-May-1988
<b>EVENFLO</b> 53220	044790.020034/0003	Registered	1886
	Guatemala 17-Aug-1987	28 Int.	30-May-1986
<b>EVENFLO</b> 7051998	044790.020034/0003	Registered	9508222
	Hong Kong 21-Jan-1998	18 Int.	05-Jul-1995
<b>EVENFLO</b> 7041998	044790.020034/0002	Registered	9508221
	Hong Kong	12 Int.	05-Jul-1995

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0551**

	21-Jan-1998		
<b>EVENFLO</b> 138977	044790.020034/0001	Registered	66490
	Ireland 24-Mar-1993	18 Int.	05-Feb-1990
<b>EVENFLO</b> 138976	044790.020034/0002	Registered	66390
	Ireland 24-Mar-1993	12 Int.	05-Feb-1990
<b>EVENFLO</b> 138978	044790.020034/0003	Registered	55690
	Ireland 24-Mar-1993	20 Int.	05-Feb-1990
<b>EVENFLO</b> 76880	044790.020034/0002	Registered	76880
	Israel 09-Jul-1990	12 Int.	09-Jul-1990
<b>EVENFLO</b> 76881	044790.020034/0003	Registered	76881
	Israel 07-Nov-1993	18 Int.	09-Jul-1990
<b>EVENFLO</b> 76882	044790.020034/0004	Registered	76882
	Israel 10-Mar-1994	20 Int.	09-Jul-1990
<b>EVENFLO</b> 2413025	044790.020034/0003	Registered	84942
	Japan 30-Jun-1992	12 Int.	26-Jul-1989
<b>EVENFLO</b> 2459072	044790.020034/0004	Registered	1286890
	Japan 30-Sep-1992	20 Int.	09-Feb-1990
<b>EVENFLO</b> 170124	044790.020034/0001	Registered	845788
	Korea, Republic of 18-May-1989	12 Int.	12-Apr-1988
<b>EVENFLO</b> 175787	044790.020034/0002	Registered	845688
	Korea, Republic of 28-Jul-1989	12 Int., 20 Int.	12-Apr-1988
<b>EVENFLO</b> 193701	044790.020034/0004	Registered	62592

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0552**

	Mexico 30-Jan-1976	09 Int., 12 Int., 16 Int., 18 Int., 22 Int.,	21-Jul-1972
<b>EVENFLO</b> 472424	044790.020034/0002	Registered	191017
	Mexico 06-Sep-1994	18 Int.	16-Feb-1994
<b>EVENFLO</b> 263421	044790.020034/0003	Registered	185316
	Mexico 24-Jul-1981	16 Int., 19 Int., 20	02-Jun-1981
<b>EVENFLO</b> 172862	044790.020034/0001	Registered	433294
	Paraguay 14-Nov-1994	12 Int.	21-Mar-1994
<b>EVENFLO</b> 172863	044790.020034/0002	Registered	443194
	Paraguay 14-Nov-1994	20 Int.	21-Mar-1994
<b>EVENFLO</b> T9208720	044790.020034/0003	Registered	872092
	Singapore 16-Nov-1992	12 Int.	16-Nov-1992
<b>EVENFLO</b> T9404588A	044790.020034/0002	Registered	458894
	Singapore 06-Jun-1994	28 Int.	06-Jun-1994
<b>EVENFLO</b> T9406031G	044790.020034/0005	Registered	603194
	Singapore 13-Jul-1994	18 Int.	13-Jul-1994
<b>EVENFLO</b> T9208721H	044790.020034/0004	Registered	872192
	Singapore 16-Nov-1992	20 Int.	16-Nov-1992
<b>EVENFLO</b> 929471	044790.020034/0002	Registered	929471
	South Africa 04-Nov-1992	12 Int.	03-Nov-1992
<b>EVENFLO</b> 929472	044790.020034/0003	Registered	929472
	South Africa 04-Nov-1992	20 Int.	03-Nov-1992

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0553**

<b>EVENFLO</b> 448437	044790.020034/0003 Taiwan 16-Feb-1990	Registered 36 Int.	78033208 24-Jan-1989
<b>EVENFLO</b> 458490	044790.020034/0004 Taiwan 16-Oct-1989	Registered 82 Int.	78003215 24-Jan-1989
<b>EVENFLO</b> 709076	044790.020034/0002 Taiwan 01-Mar-1996	Registered 21 Int.	84008161 24-Feb-1995
<b>EVENFLO</b> 476644	044790.020034/0005 Taiwan 16-Feb-1990	Registered 36 Int.	78003208 24-Jan-1989
<b>EVENFLO</b> KORI1619	044790.020034/0003 Thailand 17-Jun-1994	Registered 12 Int.	238741 22-Dec-1992
<b>EVENFLO</b> KORI2833	044790.020034/0004 Thailand 22-Dec-1992	Registered 20 Int.	238747 22-Dec-1992
<b>EVENFLO</b> 2/14/90	044790.020034/0006 United Kingdom 14-Feb-1990	Registered 28 Int.	1419109 14-Feb-1990
<b>EVENFLO</b> 1419108	044790.020034/0005 United Kingdom 14-Feb-1990	Registered 20 Int.	1419108 14-Feb-1990
<b>EVENFLO</b> 1419106	044790.020034/0004 United Kingdom 14-Feb-1990	Registered 12 Int.	1419106 14-Feb-1990
<b>EVENFLO</b> 1419107	044790.020034/0003 United Kingdom 14-Feb-1990	Registered 18 Int.	1419107 14-Feb-1990
<b>EVENFLO</b> 1193257	044790.020034/0010 United States of America 06-Apr-1982	Registered 28 Int.	73287329 24-Nov-1980

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0554**

<b>EVENFLO</b> 1446278	044790.020034/0003	Registered	73631933
	United States of America 07-Jul-1987	12 Int.	24-Nov-1986
<b>EVENFLO (&amp; DESIGN)</b> 204549	044790.020036/0002	Registered	106085
	Mexico 21-Jul-1977	09 Int., 12 Int., 16 Int., 18 Int., 20 Int., 22 Int., 28 Int.	08-Nov-1976
<b>EVENFLO (&amp; DESIGN)</b> 422424	044790.020036/0001	Registered	191017
	Mexico 06-Sep-2004	18 Int.	16-Feb-1994
<b>EVENFLO (CHINESE CHARACTERS)</b> 60711998 18-Jun-1998	044790.020037/0002	Registered	9508223
	Hong Kong	20 Int.	05-Jul-1995
<b>EVENFLO (Chinese Characters)</b> 56211998	044790.020037/0001	Registered	9508224
	Hong Kong 08-Jun-1998	28 Int.	05-Jul-1995
<b>EVENFLO (In Chinese Characters)</b> 768163 16-Jul-1997	044790.020038/0003	Registered	85036528
	Taiwan	12 Int.	23-Jul-1996
<b>EVENFLO (In Chinese Characters)</b> 761548 15-May-1997	044790.020038/0001	Registered	85036533
	Taiwan	18 Int.	23-Jul-1996
<b>EVENFLO (STYLIZED)</b> 965040	044790.020041/0004	Registered	95095312
	China (People's Republic) 21-Mar-1997	28 Int.	27-Jul-1995
<b>EVENFLO (STYLIZED)</b> 960885	044790.020041/0002	Registered	95095311
	China (People's Republic) 14-Mar-1997	20 Int.	27-Jul-1995
<b>EVENFLO (STYLIZED)</b> 966944	044790.020041/0003	Registered	95095309
	China (People's Republic) 21-Mar-1997	12 Int.	27-Jul-1995
<b>EVENFLO (STYLIZED)</b> 1003882	044790.020041/0006	Registered	95095310
	China (People's Republic) 14-May-1997	18 Int.	27-Jul-1995

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0555**



<b>EVENFLO (STYLIZED)</b> 960885	044790.020041/0001	Registered	95095308
	China (People's Republic) 14-Mar-1997	20 Int.	27-Jun-1995
<b>EVENFLO (STYLIZED)</b> 1003883	044790.020041/0007	Registered	95095306
	China (People's Republic) 14-May-1997	18 Int.	27-Jul-1995
<b>EVENFLO (STYLIZED)</b> 974046	044790.020041/0005	Registered	95095307
	China (People's Republic) 07-Apr-1997	28 Int.	27-Jul-1995
<b>EVENFLO (Stylized)</b> 2086968	044790.020035/0001	Registered	75034047
	United States of America 12-Aug-1997	12 Int.	18-Dec-1995
<b>EVENFLO (STYLIZED)</b> 2066490	044790.020041/0001	Registered	75034046
	United States of America 03-Jun-1997	20 Int.	01-Aug-1995
<b>EXERCISES BODY &amp; MIND</b> 2973292	044790.020043/0001	Registered	78246202
	United States of America 19-Jul-2005	28 Int.	06-May-2003
<b>EXERSAUCER</b> 674690	044790.020044/0001	Registered	67490
	Australia 12-Jun-1998	28 Int.	11-Oct-1995
<b>EXERSAUCER</b> TMA466419	044790.020044/0001	Registered	0736801
	Canada 27-Nov-1996	01 Int.	14-Sep-1993
<b>EXERSAUCER</b>	044790.020044/0001	Pending	1205183
	Mexico	28 Int.	22-Aug-2011
<b>EXERSAUCER</b> 1902207	044790.020044/0001	Registered	74452295
	United States of America 27-Jun-1995	28 Int.	28-Oct-1993
<b>EXERSAUCER PLUS</b> TMA511417	044790.020045/0001	Registered	808145
	Canada 03-May-1999	01 Int.	26-May-1996

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0556**

<b>EXPRESS</b> 2551144	044790.020046/0001	Registered	76119503
	United States of America 19-Mar-2002	12 Int.	30-Aug-2000
<b>FIRST CHOICE</b> TMA510649	044790.020047/0001	Registered	808140
	Canada 31-Aug-2000	01 Int.	26-Mar-1996
<b>FREEDOM TRAVEL SYSTEM</b> TMA532022	044790.020048/0001	Registered	894900
	Canada 31-Aug-2000	01 Int.	27-Oct-1998
<b>FRESH AIR GEAR</b> TMA531943	044790.020049/0001	Registered	817480
	Canada 30-Aug-2000	01 Int.	11-Jul-1996
<b>FRESH AIR GEAR (Design Logo</b> TMA531975 w/Evenflo Mark) 30-Aug-2000	044790.020050/0001	Registered	817481
	Canada	01 Int.	11-Jul-1996
<b>GENERATIONS</b> 3050588	044790.020051/0001	Registered	78553537
	United States of America 24-Jan-2006	12 Int.	25-Jan-2005
<b>GERRY</b> TMA156376	044790.020052/0001	Registered	305665
	Canada 11-Apr-1968	12 Int.	14-Jun-1967
<b>GERRY</b> 206171	044790.020052/0004	Registered	206171
	New Zealand 12-Nov-1990	21 Int.	12-Nov-1990
<b>GERRY</b> 206168	044790.020052/0003	Registered	206168
	New Zealand 12-Nov-1990	20 Int.	12-Nov-1990
<b>GERRY</b> 206170	044790.020052/0001	Registered	206170
	New Zealand 12-Nov-1990	12 Int.	12-Nov-1990
<b>GERRY</b> 206167	044790.020052/0002	Registered	206167
	New Zealand 12-Nov-1990	18 Int.	12-Nov-1990

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0557**

<b>GERRY</b>	044790.020096/0001 United States of America	Pending 20 Int.	85716073 29-Aug-2012
<b>GERRY</b> 1185675	044790.020052/0001  United States of America 12-Jan-1982	Registered  12 Int.	73823689  28-Oct-1980
<b>HAPPY CABANA w/BASSINET</b> TMA518502	044790.020054/0001  Canada 22-Oct-1999	Registered  01 Int.	848544  20-Jun-1997
<b>HORIZON V</b> TMA531985	044790.020055/0001  Canada 30-Aug-2000	Registered  01 Int.	854727  28-Aug-1997
<b>INFANT TO TODDLER</b> TMA532241 <b>COMFORT</b> 06-Sep-2000	044790.020057/0001  Canada	Registered  01 Int.	894908  27-Oct-1998
<b>JENNY JUMP UP</b> 3592207	044790.020058/0001  United States of America 01-Feb-2009	Registered  28 Int.	77261618  22-Aug-2007
<b>JOHNNY JUMP UP</b> 2923476	044790.020059/0001  United States of America 01-Feb-2005	Registered  28 Int.	78369872  18-Feb-2004
<b>JOHNNY JUMP UP (Stylized)</b> 549808	044790.020060/0001  United States of America 23-Oct-1951	Registered  22 Int.	71577664  25-Apr-1949
<b>JOHNNY JUMP-UP</b> TMA356055	044790.020061/0002  Canada 19-May-1989	Registered  22 Int.	0607344  19-May-1988
<b>MEDALLION</b> TMA510840	044790.020064/0001  Canada 14-Apr-1999	Registered  01 Int.	808142  26-Mar-1996
<b>MEDALLION (Stylized)</b> TMA502421	044790.020065/0001  Canada 19-Oct-1998	Registered  01 Int.	866988  20-Jan-1998
<b>MEDALLION II</b>	044790.020066/0001	Registered	848538

Trademark Security Agreement

TMA530809	Canada 08-Aug-2000	01 Int.	20-Jun-1997
MEDALLION V TMA532071	044790.020067/0001 Canada 31-Aug-2000	Registered 01 Int.	865586 31-Dec-1997
MEGASAUCER TMA638073	044790.020068/0001 Canada 21-Apr-2005	Registered 28 Int.	1091595 05-Feb-2001
MISCELLANEOUS DESIGN 0780470 (Baby Bottle) 17-Nov-1964	044790.020069/0001 United States of America	Registered 28 Int.	72161024 21-Jan-1963
MISCELLANEOUS DESIGN TMA458294 (Family Standing on a Bed) 31-May-1996	044790.020070/0001 Canada	Registered 01 Int.	0736747 14-Sep-1993
NEWBORN COMFORT SLING TMA539963	044790.020072/0001 Canada 22-Jan-2001	Registered 01 Int.	894901 27-Oct-1998
ON MY WAY TMA466417	044790.020073/0001 Canada 27-Nov-1996	Registered 01 Int., 02 Int.	0736804 14-Sep-1993
ON MY WAY 1889249	044790.020073/0001 United States of America 11-Apr-1995	Registered 12 Int.	74452277 28-Oct-1993
ON MY WAY POSITION TMA532240 RIGHT 06-Sep-2000	044790.020039/0001 Canada	Registered 01 Int.	894909 27-Oct-1998
ON MY WAY TRAVEL TMA502494 SYSTEM 20-Oct-1998	044790.020074/0001 Canada	Registered 01 Int.	795240 19-Oct-1995
PARENT LINK 2436782	044790.020075/0001 United States of America 20-Mar-2001	Registered 42 Int.	75887558 05-Jan-2000
PARENT PACER	044790.020076/0001	Registered	1091596

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0559**

TMA603741	Canada 02-Mar-2004	09 Int.	05-Feb-2001
<b>PLAYCRIB</b> 531915	044790.020078/0001 Canada 29-Aug-2000	Registered 01 Int.	860294 31-Oct-1997
<b>QUICK CHANGE</b> TMA539685	044790.020081/0001 Canada 15-Jan-2001	Registered 01 Int.	867021 21-Jan-1998
<b>RECLINERIGHT</b> 2560378	044790.020083/0001 United States of America 09-Apr-2002	Registered 12 Int.	76188021 29-Dec-2000
<b>RIGHTFIT</b> TMA530810	044790.020084/0001 Canada 08-Aug-2000	Registered 01 Int.	848540 20-Jun-1997
<b>ROLL &amp; GO</b> 532946	044790.020085/0001 Canada 30-Aug-2000	Registered 01 Int.	817473 11-Jul-1996
<b>SAFE PASSAGE</b> 1330126	044790.020086/0001 United States of America 09-Apr-1985	Registered 41 Int.	73454180 23-Nov-1983
<b>SEAT WITHIN A SEAT</b> 486486	044790.020087/0001 Canada 08-Dec-1997	Registered 01 Int.	820580 14-Aug-1996
<b>SECURE COMFORT</b> TMA532245	044790.020088/0001 Canada 06-Sep-2000	Registered 01 Int.	894902 27-Oct-1998
<b>SECURE RIDE</b> TMA539681	044790.020089/0001 Canada 06-Sep-2000	Registered 01 Int.	867055 23-Jan-1998
<b>SIGHTSEER</b> TMA625009	044790.020090/0001 Canada 09-Nov-2004	Registered 12 Int.	1118230 11-Oct-2001
<b>SIGHTSEER</b>	044790.020090/0001	Registered	76239322

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0560**

2574551	United States of America 28-May-2002	12 Int.	11-Apr-2001
<b>SIMPLE TOUCH</b> TMA572520	044790.020091/0001	Registered	1091597
	Canada 18-Dec-2002	01 Int.	05-Feb-2001
<b>SNUGLI</b> A344836	044790.020092/0001	Registered	344836
	Australia 30-Jun-1983	18 Int.	09-Apr-1980
<b>SNUGLI</b> 85034	044790.020092/0001	Registered	AM324376
	Austria 21-Mar-1977	18 Int., 24 Int.	29-Nov-1976
<b>SNUGLI</b> 343154	044790.020092/0001	Registered	38103
	Benelux 07-Jul-1977	18 Int., 24 Int.	22-Nov-1976
<b>SNUGLI</b> TMA360877	044790.020092/0001	Registered	0597243
	Canada 27-Oct-1989	01 Int.	14-Dec-1987
<b>SNUGLI</b> 166809	044790.020092/0001	Registered	
	China (People's Republic) 15-Dec-1982		
<b>SNUGLI</b> 60848	044790.020092/0001	Registered	
	Costa Rica 25-May-1982	18 Int.	27-Nov-1981
<b>SNUGLI</b> 197701565	044790.020092/0001	Registered	197605046
	Denmark 22-Apr-1977	18 Int., 24 Int.	24-Nov-1976
<b>SNUGLI</b> 15651977	044790.020092/0002	Registered	504676
	Denmark 22-Apr-1977	18 Int., 24 Int.	24-Nov-1976
<b>SNUGLI</b> 172288	044790.020092/0002	Registered	172288
	European Community 09-Dec-1998	11 Int., 12 Int., 18 Int., 20 Int.	01-Apr-1996

Trademark Security Agreement

SNUGLI 1386617	044790.020092/0001 France 27-Nov-1976	Registered 18 Int., 24 Int.	1386617 27-Nov-1976
SNUGLI 96370	044790.020092/0001 Germany 05-Mar-1978	Registered 18 Int., 24 Int.	53044824WZ 24-Nov-1976
SNUGLI 43272	044790.020092/0001 Israel 11-Jul-1979	Registered 18 Int.	43272 26-Nov-1976
SNUGLI 43273	044790.020092/0002 Israel 13-Jul-1979	Registered 24 Int.	43273 26-Nov-1976
SNUGLI 1594896	044790.020092/0002 Japan 24-Nov-1987	Registered 17 Int.	
SNUGLI 764660	044790.020092/0001 Japan 23-Apr-1985	Registered 18 Int.	1568882 16-Dec-1976
SNUGLI	044790.020092/0002 Mexico	Pending 20 Int.	1205186 22-Aug-2011
SNUGLI	044790.020092/0001 Mexico	Pending 18 Int.	1205185 22-Aug-2011
SNUGLI 221987	044790.020092/0004 New Zealand 07-Oct-1992	Registered 20 Int.	221987 07-Oct-1992
SNUGLI 221984	044790.020092/0001 New Zealand 07-Oct-1992	Registered 09 Int.	221984 07-Oct-1992
SNUGLI 221988	044790.020092/0005 New Zealand 07-Oct-1992	Registered 21 Int.	221988 07-Oct-1992
SNUGLI 221985	044790.020092/0002	Registered	221985

Trademark Security Agreement

**TRADEMARK  
REEL: 004967 FRAME: 0562**

	New Zealand 07-Oct-1992	12 Int.	07-Oct-1992
<b>SNUGLI</b> 221986	044790.020092/0003	Registered	221986
	New Zealand 07-Oct-1992	18 Int.	07-Oct-1992
<b>SNUGLI</b> 99750	044790.020092/0001	Registered	763037
	Norway 27-Oct-1977	18 Int., 24 Int.	22-Nov-1976
<b>SNUGLI</b> B130880SI	044790.020092/0001	Registered	130880
	Singapore 31-Mar-1980	18 Int.	31-Mar-1980
<b>SNUGLI</b> 838440	044790.020092/0001	Registered	838440
	Spain 28-Sep-1978	18 Int.	05-Feb-1977
<b>SNUGLI</b> 158945	044790.020092/0001	Registered	19765368
	Sweden 07-Apr-1977	18 Int., 24 Int.	23-Nov-1976
<b>SNUGLI</b> B1071127	044790.020092/0004	Registered	1071127
	United Kingdom 29-Mar-1979	18 Int.	24-Nov-1976
<b>SNUGLI</b> 1437286	044790.020092/0002	Registered	1437286
	United Kingdom 19-Jun-1992	20 Int.	08-Aug-1990
<b>SNUGLI</b> 1437284	044790.020092/0003	Registered	1437284
	United Kingdom 12-Jun-1992	11 Int.	08-Aug-1990
<b>SNUGLI</b> 1437285	044790.020092/0001	Registered	1437285
	United Kingdom 12-Jun-1992	18 Int.	08-Aug-1990
<b>SNUGLI</b> 1463562	044790.020092/0001	Registered	73654502
	United States of America 03-Nov-1987	20 Int.	09-Apr-1987
<b>SNUGLI</b>	044790.020092/0002	Registered	73751058

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0563**



1609081	United States of America 07-Aug-1990	18 Int.	12-Sep-1988
<b>SNUGLI</b>	044790.020092/0002 United States of America	Pending 12 Int., 20 Int.	85763557 25-Oct-2012
<b>SNUGLI</b> 105047	044790.020092/0001 Venezuela 17-Nov-1983	Registered 50 Int.	357880
<b>SNUGLI (STYLIZED)</b> 1722672	044790.020093/0001 France 27-Dec-1991	Registered 18 Int., 25 Int.	328469 28-Oct-1991
<b>SNUGLI (STYLIZED)</b> 1035492	044790.020093/0001 Germany 13-Jul-1982	Registered 18 Int.	S36910/18WZ 11-Nov-1981
<b>SNUGLI (STYLIZED)</b> 70950	044790.020093/0001 Greece 17-Aug-1983	Registered 18 Int., 20 Int.	70950 01-Feb-1982
<b>SNUGLI (STYLIZED)</b> 295367	044790.020093/0001 Mexico 07-Sep-1983	Registered 22 Int.	22483 07-Sep-1983
<b>SNUGLI (STYLIZED)</b> 1062765	044790.020093/0001 United States of America 05-Apr-1977	Registered 18 Int.	73037892 22-Nov-1974
<b>SPORTCARRIER GIFT SET</b> TMA502496	044790.020094/0001 Canada 20-Oct-1998	Registered 01 Int.	795241 19-Oct-1995
<b>STABILIZATION TETHER</b> TMA531055	044790.020095/0001 Canada 31-Aug-2000	Registered 01 Int.	859878 28-Oct-1997
<b>STAINBLOCKER</b> TMA569022	044790.020096/0001 Canada 17-Oct-2002	Registered 01 Int.	1085884 11-Dec-2000
<b>STEPS TO GROW</b> TMA581350	044790.020097/0001	Registered	1091594

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0564**

	Canada 12-May-2003	20 Int.	05-Feb-2001
<b>SUPERSAUCER</b> TMA505324	044790.020098/0001	Registered	848545
	Canada 09-Dec-1998	01 Int.	20-Jun-1997
<b>SURE LOCK</b> TMA574941	044790.020099/0001	Registered	1091590
	Canada 31-Jan-2003	01 Int.	05-Feb-2001
<b>SURELATCH</b> 3699890	044790.020100/0001	Registered	77487282
	United States of America 20-Oct-2009	12 Int.	30-May-2008
<b>SWADDLESAFE</b> TMA574935	044790.020101/0001	Registered	1086462
	Canada 31-Jan-2003	01 Int., 02 Int.	15-Dec-2000
<b>TENSIONRIGHT</b> 2560379	044790.020102/0001	Registered	76188022
	United States of America 09-Apr-2002	12 Int.	29-Dec-2000
<b>THE FAVORITE</b> 531914	044790.020103/0001	Registered	817472
<b>ALTERNATIVES TO WALKERS</b> 29-Aug-2000	Canada	01 Int.	11-Jul-1996
<b>THE WALKER ALTERNATIVE</b> 470912	044790.020104/0001	Registered	744531
	Canada 12-Feb-1997	01 Int.	10-Jan-1994
<b>TITAN</b> TMA607761	044790.020105/0001	Registered	1118231
	Canada 15-Apr-2004	12 Int.	11-Oct-2001
<b>TITAN</b> 2644233	044790.020105/0001	Registered	76247936
	United States of America 29-Oct-2002	12 Int.	27-Apr-2001
<b>TRADITIONS</b> 3030549	044790.020106/0001	Registered	78403854
	United States of America 13-Dec-2005	12 Int.	19-Apr-2004
<b>TRAIL BLAZER</b> TMA548743	044790.020107/0001	Registered	867059
	Canada	01 Int.	23-Jan-1998

Trademark Security Agreement

	26-Jul-2001		
<b>TRAIL TECH</b> TMA518527	044790.020108/0001	Registered	867060
	Canada 22-Oct-1999	01 Int.	23-Jan-1998
<b>TRENDSETTER</b> TMA532072	044790.020109/0001	Registered	865587
	Canada 31-Aug-2000	01 Int.	31-Dec-1997
<b>TRI-BUCKLE</b> TMA494709	044790.020110/0001	Registered	848546
	Canada 15-May-1998	01 Int.	20-Jun-1997
<b>TRIUMPH</b> 4139557	044790.020111/0001	Registered	77953960
	United States of America 08-May-2012	12 Int.	09-Mar-2010
<b>TRIUMPH ADVANCE</b> 3657675	044790.020112/0001	Registered	77650444
	United States of America 21-Jul-2009	12 Int.	15-Jan-2009
<b>TROOPER</b> TMA496903	044790.020113/0001	Registered	823079
	Canada 02-Jul-1998	01 Int.	12-Sep-1996
<b>TROOPER</b> TMA572083	044790.020113/0002	Registered	1095490
	Canada 11-Dec-2002	01 Int.	09-Mar-2001
<b>ULTARA 1 DELUXE</b> TMA488752	044790.020114/0001	Registered	773020
	Canada 30-Jan-1998	01 Int.	16-Jan-1995
<b>ULTRASAUER</b> TMA660385	044790.020115/0001	Registered	1095492
	Canada 07-Mar-2006	28 Int.	09-Mar-2001
<b>WALK-AROUND</b> TMA567750	044790.020116/0001	Registered	1064378
	Canada 19-Sep-2002	01 Int.	07-Jun-2000

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004967 FRAME: 0566**

**SCHEDULE B**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Permitted Licenses**

None.

Trademark Security Agreement