

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
Britax Child Safety, Inc.		10/15/2013	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Goldman Sachs Lending Partners LLC, as collateral agent
Street Address:	200 WEST STREET
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3986957	ISOFLEX
Registration Number:	3990960	SAFECELL
Registration Number:	4007122	SAFECELL TECHNOLOGY
Registration Number:	3752662	ADVOCATE
Registration Number:	4091983	B-AGILE
Registration Number:	3713272	BLINK
Registration Number:	3920962	B-NIMBLE
Registration Number:	3115320	BOULEVARD
Registration Number:	3920963	B-READY
Registration Number:	4054124	B-SAFE
Registration Number:	3986812	B-SCENE
Registration Number:	3673492	CHAPERONE
Registration Number:	2841599	COMPANION
Registration Number:	3877136	COWMOOFLAGE

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TRADEMARK

Registration Number:	3446209	DIPLOMAT
Registration Number:	3570632	FRONTIER
Registration Number:	3023749	PARKWAY
Registration Number:	4243444	PAVILION
Registration Number:	2322179	ROUNDABOUT
Registration Number:	3473396	SAFE FOR A REASON
Registration Number:	3071022	TRAVELLER PLUS
Registration Number:	3380587	TRUE SIDE IMPACT PROTECTION
Registration Number:	3477717	TRUE SIDE IMPACT PROTECTION
Registration Number:	3339162	TSIP
Registration Number:	2322214	VERSA-TETHER
Serial Number:	85677817	AFFINITY
Serial Number:	85672512	CONCOURSE
Serial Number:	85805497	MARATHON
Serial Number:	85667902	MOTION
Serial Number:	85672522	PALISADE
Serial Number:	85336356	PIONEER
Serial Number:	85639902	PINNACLE

CORRESPONDENCE DATA

Fax Number:

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

Email: wayne.fitzpatrick@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

Address Line 2: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/Wayne Fitzpatrick/
Date:	10/15/2013

Total Attachments: 12

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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated October 15, 2013, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent (the “Collateral Agent”) for the Secured Parties (as defined in the Syndicated Facility Agreement referred to below).

WHEREAS, BRITAX GROUP LIMITED, an English private limited liability company (“Holdings”), BRITAX US HOLDINGS INC., a Delaware corporation (the “Lead Borrower”), BRITAX CHILD SAFETY, INC., a South Carolina corporation (the “U.S. Subsidiary Borrower” and, together with the Lead Borrower, the “U.S. Borrowers”), BRITAX AUSTRALIA HOLDINGS PTY LTD. (ACN 147 910 549), a company incorporated under the laws of the Commonwealth of Australia (the “Australian Borrower”), BRITAX CHILDCARE GERMAN HOLDINGS GMBH, a German limited liability company (the “German Borrower” and, together with the U.S. Borrowers, the Australian Borrower and the Revolver Co-Borrowers, the “Borrowers”) CC 2 (2011) LIMITED, an English private limited liability company (“Parent”) have entered into the Syndicated Facility Agreement dated as of October 15, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, (the “Syndicated Facility Agreement”), together with each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), and GOLDMAN SACHS LENDING PARTNERS LLC, as Swing Line Lender, administrative agent (in such capacity, together with any successor administrative agent, the “Administrative Agent”) and collateral agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) and the other agents and parties from time to time party thereto. Terms defined in the Syndicated Facility Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Syndicated Facility Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the issuance of Letters of Credit by the L/C Issuers from time to time, the provision of Ancillary Facilities by the Ancillary Lenders from time to time, the entry by the Hedge Banks into Secured Hedge Agreements from time to time and the entry by the Cash Management Banks into Secured Cash Management Agreements from time to time, each Grantor has executed and delivered that certain Security Agreement dated October 15, 2013 among the Grantors and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of all of the Obligations when due, the undersigned hereby unconditionally grants and pledges to the Collateral Agent and, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, and liens on, the undersigned right, title and interest in and to the Collateral, other than Excluded Property, in each case, as to each type of property described below,

whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the “Collateral”):

(i) all patents, patent applications, utility models, statutory invention registrations and all inventions claimed or disclosed therein and all improvements thereto set forth in Schedule A hereto (the “Patents”);

(ii) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered set forth in Schedule B hereto (provided that no security interest shall be granted in United States “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable law, rule or regulation), together, in each case, with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, together with any moral rights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable domestic government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE BORROWERS OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE SYNDICATED FACILITY AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BRITAX CHILD SAFETY, INC.

By:



Name: Jon Chamberlain

Title: President

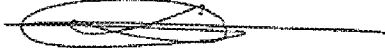
[Signature Page to IP Security Agreement]

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GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By:



Name: *Laura van Alhemade*
Title: *Executive Director*

{Signature Page to IP Security Agreement}

TRADEMARK
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Schedule A**U.S. Patents**

TITLE	STATUS	FILED	APPLN NO.	PATENT NO.	ISSUED	OWNER/ ASSIGNEE
Child Safety Seat	Issued	23 May 2001	09/863,628	6,457,774	01 October 2002	Britax Child Safety, Inc.
Child's Booster Seat	Issued	26 November 2007	11/945,010	7,429,079	30 September 2008	Britax Child Safety, Inc.
Child Safety Seat With Adjustable Head Restraint	Issued	23 January 2004	10/763,532	7,234,771	26 June 2007	Britax Child Safety, Inc.
Safety Seat	Issued	09 September 2005	11/223,502	7,472,952	06 January 2009	Britax Child Safety, Inc.
Safety Seat	Issued	27 December 2007	11/964,998	7,467,824	23 December 2008	Britax Child Safety, Inc.
Child Safety Seat With Load Limited Base	Issued	03 August 2009	12/299,139	7,967,376	28 June 2011	Britax Child Safety, Inc.
Energy Absorbing Tether For Child Safety Seat	Issued	30 September 2008	12/241,383	7,648,199	19 January 2010	Britax Child Safety, Inc.
Anti-Rebound Bar For Child Safety Seat	Issued	16 May 2007	11/749,418	7,488,034	10 February 2009	Britax Child Safety, Inc.
Child Resistant Apparatus For Vehicle	Issued	12 December 2007	11/954,979	7,717,506	18 May 2010	Britax Child Safety, Inc.
Child Seat Having A Crush Zone	Pending	15 April 2009	12/424,127	8,500,196	6 August 2013	Britax Child Safety, Inc.
Juvenile Seating With Resilient Side Impact Protection	Issued	14 April 2010	12/759,735	8,205,940	26 June 2012	Britax Child Safety, Inc.
Child Safety Seat With Energy Absorbing Apparatus	Issued	17 March 2010	12/725,907	8,348,337	08 January 2013	Britax Child Safety, Inc.
Child Safety Seat With Structural Support	Pending	17 March 2010	12/725,968	N/A	N/A	Britax Child Safety, Inc.
Apparatus And Method For Attaching A Child Safety Seat To A Vehicle Seat	Issued	10 June 2010	12/813,346	8,256,840	04 September 2012	Britax Child Safety, Inc.
Child Carrier	Pending	25	13/035,616	N/A	N/A	Britax Child Safety,

TITLE	STATUS	FILED	APPLN NO.	PATENT NO.	ISSUED	OWNER/ ASSIGNEE
		February 2011				Inc.
Flip Forward Buckle Assembly	Pending	25/05/2012	13/467,710	N/A	N/A	Britax Child Safety, Inc.
EZ Buckle Flip Forward Buckle Assembly	Pending	17 October 2012	61/715,014	N/A	N/A	Britax Child Safety, Inc.
Child Seat with Belt Tensioning Mechanism for Improved Installation	Pending	04 September 2012	13/602,846	N/A	N/A	Britax Child Safety, Inc.
Collapsible Baby Stroller And Releasable Locking And Folding Mechanism Therefor	Issued	01 June 1998	09/088,259	6,102,431	15 August 2000	Britax Child Safety, Inc.
Bicycle Trailer Hitch	Issued	27 July 2004	10/900,411	7,131,657	07 November 2006	Britax Child Safety, Inc.
Quick-Release Skewer With Trailer Attachment Points	Issued	09 September 1994	08/303,478	5,516,131	14 May 1996	Britax Child Safety, Inc.
Stroller	Issued	22 August 1997	08/916,849	5,887,889	30 March 1999	Britax Child Safety, Inc.
Juvenile Seating with Resilient Side Impact Protection	Issued	23 October 2008	12/256,632	7,726,734	1 June 2010	Britax Child Safety, Inc.
Child Safety Seat	Issued	17 March 2010	29/357,815	D660,605	29 May 2012	Britax Child Safety, Inc.
Child Safety Seat	Issued	17 March 2010	29/357,812	D651,418	3 January 2012	Britax Child Safety, Inc.
Child Safety Seat	Issued	17 March 2010	29/357,809	D651,417	3 January 2012	Britax Child Safety, Inc.
Stroller Tray with Automotive Facade	Issued	19 May 2003	29/182,066	D564,950	25 March 2008	Britax Child Safety, Inc.
Collapsible Baby Stroller	Issued	8 April 1999	29/103,145	D426,176	6 June 2000	Britax Child Safety, Inc.
Child Carrier	Pending	27 July 2011	29/398,163	N/A	N/A	Britax Child Safety, Inc.

U.S. Trademarks

TITLE	STATUS	DATE FILED	APPLN NO.	REG. NO	REG. DATE	CLASS CODE	OWNER/ ASSIGNEE
ISOFLEX	Registered	13-May-2010	85/037,841	3986957	28-Jun-2011	12	Britax Child Safety, Inc.
SAFECELL	Registered	6-Apr-2010	85/007059	3990960	5-Jul-2011	12	Britax Child Safety, Inc.
SAFECELL TECHNOLOGY	Registered	6-Apr-2010	85/007,052	4,007,122	2-Aug-2011	12	Britax Child Safety, Inc.
ADVOCATE	Registered	12 April 2007	77/155457	3752662	23 February 2010	12	Britax Child Safety, Inc.
AFFINITY	Pending	16 July 2012	85/677817	N/A	N/A	12	Britax Child Safety, Inc.
B-AGILE	Registered	13 October 2010	85/151,913	4091983	24 January 2012	12	Britax Child Safety, Inc.
BLINK	Registered	5 January 2009	77/643161	3713272	17 November 2009	12	Britax Child Safety, Inc.
B-NIMBLE	Registered	16 December 2009	77/894,725	3,920,962	15 February 2011	12	Britax Child Safety, Inc.
BOULEVARD	Registered	17 February 2005	78/569712	3,115,320	11 July 2006	12	Britax Child Safety, Inc.
B-READY	Registered	16 December 2009	77/894,739	3,920,963	15 February 2011	12	Britax Child Safety, Inc.
B-SAFE	Registered	31 January 2011	85/229793	4054124	8 November 2011	12	Britax Child Safety, Inc.
B-SCENE	Registered	13 April 2010	85/012,465	3986812	28 June 2011	12	Britax Child Safety, Inc.
CHAPERONE	Registered	12 April 2007	77/155511	3,673,492	25 August 2009	12, 18, 25	Britax Child Safety, Inc.
COMPANION	Registered	25 June 2002	78/138473	2,841,599	11 May 2004	12	Britax Child Safety, Inc.
CONCOURSE	Pending	10 July 2012	85/672,512	N/A	N/A	12	Britax Child Safety, Inc.
COWMOOFLAGE	Registered	3 June 2010	85/053,971	3,877,136	16 November 2010	12	Britax Child Safety, Inc.
DIPLOMAT	Registered	8 May 2007	77/175,773	3,446,209	10 June 2008	12	Britax Child Safety, Inc.
FRONTIER	Registered	24 October 2007	77/312076	3,570,632	3 February 2009	12	Britax Child Safety, Inc.

TITLE	STATUS	DATE FILED	APPLN NO.	REG. NO	REG. DATE	CLASS CODE	OWNER/ ASSIGNEE
MARATHON	Pending	18 December 2012	85/805,497	N/A	N/A	12	Britax Child Safety, Inc.
MOTION	Pending	3 July 2012	85/667,902	N/A	N/A	12	Britax Child Safety, Inc.
PALISADE	Pending	10 July 2012	85/672,522	N/A	N/A	12	Britax Child Safety, Inc.
PARKWAY	Registered	10 December 2004	78/530472	3,023,749	6 December 2005	12	Britax Child Safety, Inc.
PAVILION	Registered	7 December 2011	85/489,697	4243444	13 November 2012	12	Britax Child Safety, Inc.
PINNACLE	Pending	31 May 2012	85/639,902	4419290	17 September 2013	12	Britax Child Safety, Inc.
PIONEER	Pending	2 June 2011	85/336,356	N/A	N/A	12	Britax Child Safety, Inc.
ROUNDBABOUT	Registered	12 August 1997	75/339370	2322179	22 February 2000	12	Britax Child Safety, Inc.
SAFE FOR A REASON	Registered	13 June 2007	77/204673	3,473,396	22 July 2008	12	Britax Child Safety, Inc.
TRAVELLER PLUS	Registered	31 March 2005	78/599019	3,071,022	21 March 2006	12	Britax Child Safety, Inc.
TRUE SIDE IMPACT PROTECTION	Registered	16 April 2007	77/157409	3,380,587	12 February 2008	12	Britax Child Safety, Inc.
TRUE SIDE IMPACT PROTECTION + DESIGN	Registered	25 June 2007	77/214946	3,477,717	29 July 2008	12	Britax Child Safety, Inc.
TSIP	Registered	13 April 2007	77/156176	3,339,162	20 November 2007	12	Britax Child Safety, Inc.
VERSA-TETHER	Registered	7 October 1997	75/369456	2,322,214	22 February 2000	12	Britax Child Safety, Inc.