

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Step2 Company, LLC		06/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
Infantino, LLC		06/20/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2831220		
Registration Number:	2873136		
Registration Number:	2732991	MAILMASTER	
Registration Number:	2753886	NATURALLY PLAYFUL	
Registration Number:	1892697	STEP 2	
Registration Number:	1705038	STEP 2	
Registration Number:	1756878	STEP 2	
Registration Number:	1877170	STEP 2	
Registration Number:	3435325	WICKER WEAVE	
Registration Number:	4380541	STEP2 HOME	
Serial Number:	85206553	STEP2 HOME	
Serial Number:	85206569	STEP2 HOME	
Serial Number:	85206599	STEP2 HOME	
Serial Number:	85206606	STEP2 HOME	
Registration Number:	4380542	STEP2 HOME	
Registration Number:	4302731	STEP2 LIVING	
Registration Number:	4492082	STEP2	
Serial Number:	86128502	NORTH COAST OUTDOOR	

TRADEMARK

900292827

REEL: 005307 FRAME: 0048

OP \$465.00 2831220

CORRESPONDENCE DATA**Fax Number:** 8004947512*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Joanna McCall**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F150408
NAME OF SUBMITTER:	Monica Courtade
SIGNATURE:	/Monica Courtade/
DATE SIGNED:	06/20/2014

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 20th day of June, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 20, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Step2 Holding Company LLC, as parent (“Parent”), The Step2 Company, LLC, Infantino, LLC, and Step2 Direct, LLC, as borrowers (each, a “Borrower”, and collectively, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), the Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June 20, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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 are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I and Schedule II;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

provided, that, notwithstanding anything herein to the contrary, in no event shall Trademark Collateral include any Excluded Assets.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor. Upon payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Security Interest granted hereby, shall automatically terminate and all rights to the Collateral shall revert to Grantors or any other Person entitled thereto. Upon payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Guaranty made and the Security Interest granted hereby, shall terminate and all rights to the Collateral shall revert to Grantors or any other Person entitled thereto.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I or Schedule II to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I or Schedule II shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I or Schedule II.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security

Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

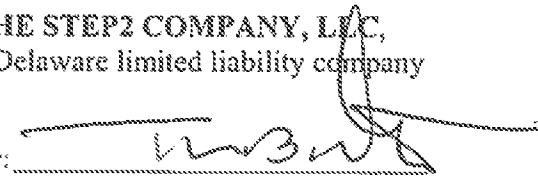
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

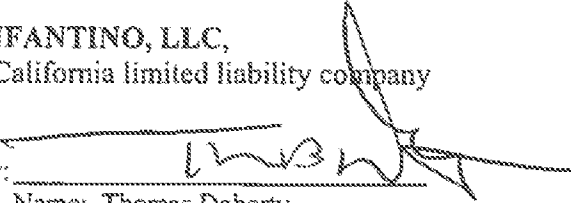
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

THE STEP2 COMPANY, LLC,
a Delaware limited liability company

By: 
Name: Thomas Doherty
Title: Chief Executive Officer


INFANTINO, LLC,
a California limited liability company

By: 
Name: Thomas Doherty
Title: Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: 
Name: Michael Mercier
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

The Step2 Company, LLC

Owner	Name	Reg. No./ Reg. Date	Country	Serial No./ Filing Date
The Step2 Company, LLC	Mailbox Design	2,831,220 4/13/04	U.S.	76/300,137 8/14/01
The Step2 Company, LLC	Mailbox Design	2,873,136 8/17/04	U.S.	76/299,414 8/14/01
The Step2 Company, LLC	MAILMASTER	2,732,991 7/1/03	U.S.	76/281,024 7/6/01
The Step2 Company, LLC	NATURALLY PLAYFUL	2,753,886 8/19/03	U.S.	76/277,862 6/28/01
The Step2 Company, LLC	STEP 2	1,892,697 5/2/95	U.S.	74/200,699 9/4/91
The Step2 Company, LLC	STEP 2	1,705,038 8/4/92	U.S.	74/202,161 9/6/91
The Step2 Company, LLC	STEP 2	1,756,878 3/9/93	U.S.	74/202,164 9/6/91
The Step2 Company, LLC	STEP 2	1,877,170 1/31/95	U.S.	74/200,633 9/4/91
The Step2 Company, LLC	Step2 (logo)	1,756,878 3/9/1993	U.S.	74/202,164 9.06/1991
The Step2 Company, LLC	STEP 2	596982 9/25/95	Australia	596982 2/26/93
Step2 Corporation	STEP 2	Under Abeyance	Brazil	823065863 8/14/00
Step2 Corporation	STEP 2	Under Abeyance	Brazil	823065871 8/14/00

Owner	Name	Reg. No./ Reg. Date	Country	Serial No./ Filing Date
The Step2 Company, LLC	STEP 2	819792497 10/16/2007	Brazil	810702497 1/22/1997
The Step2 Company, LLC	STEP 2	TMA515367 8/25/99	Canada	0756864 6/7/94
The Step2 Company, LLC	STEP 2	93 482341 9/3/93	France	93 482341 9/3/93
The Step2 Company, LLC	STEP2	39977385 8/1/00	Germany	39977385 1 12/7/99
The Step2 Company, LLC	STEP 2	386680 9/8/97	Indonesia	5/27/96
The Step2 Company	STEP 2	N/A	Italy	4900 2003 RM 9/18/03
The Step2 Company, LLC	STEP 2	662161 11/8/95	Italy	3050 93 RM 9/20/93
The Step2 Company, LLC	STEP TWO	4122876 3/13/98	Japan	H07-110412 10/26/95
The Step2 Company, LLC	STEP TWO	4030493 7/18/97	Japan	1107-110411 10/26/95
The Step2 Company, LLC	STEP2	N/A	Korea	40-2006 0050726 10/9/06
The Step2 Company, LLC	STEP 2	0770171 11/26/2008	Korea	40-2007 0027722 5/23/07
The Step2 Company, LLC	STEP2	542666 2/26/97	Mexico	286620 2/11/97
The Step2 Company, LLC	STEP2	127677 1/26/01	Poland	162093 7/12/96
The Step2 Company, LLC	STEP 2	2583721 7/20/1998	New Zealand	258372 2/1/1996

Owner	Name	Reg. No./ Reg. Date	Country	Serial No./ Filing Date
The Step2 Company, LLC	STEP 2	KOR80660 11/26/1998	Thailand	N/A
The Step2 Company, LLC	STEP 2	19660 2/15/1999	U.A.E.	N/A
The Step2 Company, LLC	STEP 2	2106349 9/19/97	UK	2106349 7/30/96
The Step2 Company, LLC	STEP 2	B1542812 9/8/95	UK	B1542812 7/24/93
The Step2 Company, LLC	STEP2	N/A	Saudi Arabia	434/58 4/29/1998
The Step2 Company, LLC	STEP 2	N/A	Saudi Arabia	429/08 3/11/1998
The Step2 Company, LLC	STEP2	N/A	Taiwan	833548 1/1/1999
The Step2 Company, LLC	Step 2	542666 2/26/1997	Mexico	286620 2/11/1997
The Step2 Company, LLC	Step 2 (in Chinese)	N/A	China	Pending
The Step2 Company, LLC	Step 2 (in Chinese)	Pending	Hong Kong	301424231
The Step2 Company, LLC	Step 2	Pending	Hong Kong	301424222
The Step2 Company, LLC	Push Around Buggy	N/A	Mexico	0703253 2/21/05
The Step2 Company, LLC	Step2 & Design	Pending	Hong Kong	301424240
The Step2 Company, LLC	Step2 & Design	N/A	China	Pending
The Step2 Company, LLC	The Step2 Company, LLC	596982	Australia	

Owner	Name	Reg. No./ Reg. Date	Country	Serial No./ Filing Date
The Step2 Company, LLC	The Step2 Company, LLC	386680	Indonesia	
The Step2 Company, LLC	The Step2 Company, LLC	1093815	China	9/07/2007
The Step2 Company, LLC	Thinkativity	Pending	Hong Kong	301424277
The Step2 Company, LLC	Thinkativity	Pending	China	7743187
The Step2 Company, LLC	Thinkativity (in Chinese)	Pending	Hong Kong	301424286
The Step2 Company, LLC	Thinkativity (in Chinese)	Pending	China	7743186
The Step2 Company, LLC	Wicker Weave	3,435,325 5/27/2008	U.S.	77/285,834 9/21/2007
The Step2 Company, LLC	A Step Beyond	822063794	Brazil	
The Step2 Company, LLC	A Step Beyond	822063786	Brazil	
The Step2 Company, LLC	Infantino	Pending	China	7743241
The Step2 Company, LLC	Infantino	301424259 9/10/2009	Hong Kong	
The Step2 Company, LLC	Infantino (in Chinese)	301424268 9/10/2009	Hong Kong	
The Step2 Company, LLC	Infantino (in Chinese)	7743188	China	Pending
The Step2 Company, LLC	Me2	77214751	Mexico	6/25/2007
The Step2 Company, LLC	STEP2 HOME	4,380,541 8/6/2013	U.S.	85/206,321 12/28/2010

Owner	Name	Reg. No./ Reg. Date	Country	Serial No./ Filing Date
The Step2 Company, LLC	STEP2 HOME	Pending	U.S.	85/206,553 12/28/2010
The Step2 Company, LLC	STEP2 HOME	Pending	U.S.	85/206,569 12/28/2010
The Step2 Company, LLC	STEP2 HOME (design)	Pending	U.S.	85/206,599 12/28/2010
The Step2 Company, LLC	STEP2 HOME (design)	Pending	U.S.	85/206,606 12/28/2010
The Step2 Company, LLC	STEP2 HOME (design)	4,380,542 8/6/2013	U.S.	85/206,614 12/28/2010
The Step2 Company, LLC	STEP2 LIVING (design)	4,302,731 3/12/2013	U.S.	85/589,108 4/4/2012
The Step2 Company, LLC	STEP2	4,492,082 4/4/2014	U.S.	85/751,200 10/11/2012
The Step2 Company, LLC	NORTH COAST OUTDOOR	Pending	U.S.	86/128,502 11/25/2013

SCHEDULE II
TO
TRADEMARK SECURITY AGREEMENT

Infantino, LLC

Owner	Name	Reg. No./ Reg. Date	Country	Serial No./ Filing Date
Infantino, LLC	6INONERIDER	2,801,089 12/30/2003	U.S.	76/402,918 5/2/2002
Infantino, LLC	COZY RIDER	2,503,172 10/30/2001	U.S.	76/066,944 6/12/2000
Infantino, LLC	INFANTINO	N/A	European Community	5826789 4/12/2007
Infantino, LLC	SHOP & PLAY	2,900,656 11/2/2004	U.S.	78/178,227 10/24/2002
Infantino, LLC	WE THINK BABIES LIKE	2,825,942 3/23/2004	U.S.	76/402,923 5/2/2002
Infantino, LLC	SIDE RIDER	3,410,948 4/8/2008	U.S.	78/950,689 8/11/2006
Infantino, LLC	SAVVY SEAT	3,407,257 4/1/2008	U.S.	78/942,446 8/1/2006
Infantino, LLC	FITS YOU, FITS BABY, FITS LIFE	3,499,805 9/9/2008	U.S.	77/198,382 6/5/2007
Infantino, LLC	INFANTINO	3,437,251 5/27/2008	U.S.	77/143,132 3/28/2007
Infantino, LLC	BREATHEMESH	3,454,650 6/24/2008	U.S.	77/099,598 2/5/2007
Infantino, LLC	IF BABIES COULD SHOP THEY'D BUY INFANTINO	3,620,640 5/12/2009	U.S.	77/458,586 4/25/2008

Owner	Name	Reg. No./ Reg. Date	Country	Serial No./ Filing Date
Infantino, LLC	CART ADENTURES	3,677,423 9/1/2009	U.S.	77/458,505 4/25/2008
Infantino, LLC	TRIPLE COMFORT RIDER	3,677,542 9/1/2009	U.S.	77/488,844 6/02/2008
Infantino, LLC	INFANTINO (worldmark)	779,798 10/14/2010	Canada	1,437,508 5/07/2009
Infantino, LLC	INFANTINO (worldmark)	Pending	Argentina	2808850
Infantino, LLC	INFANTINO (worldmark)		Brazil	Pending
Infantino, LLC	INFANTINO (worldmark)		Colombia	Pending
Infantino, LLC	INFANTINO (worldmark)	Pending	Korea	2010-2181 5/24/2010
Infantino, LLC	INFANTINO® (wordmark)®	Pending	Mexico	919291
Infantino, LLC	INFANTINO (worldmark)		Venezuela	Pending
Infantino, LLC	BALANCE	3,901,875 1/4/2011	U.S.	77/907,348 1/07/2010
Infantino, LLC	ECOSASH	3,905,611 1/11/2011	U.S.	77/907,357 1/07/2010
Infantino, LLC	FLIP	3,901,877 1/4/2011	U.S.	77/907,380 1/07/2010
Infantino, LLC	BREATHE	3,901,876 1/4/2011	U.S.	77/907,367 1/07/2010
Infantino, LLC	INFINITY	4,003,479 7/26/2011	U.S.	85/016,209 14/16/2010
Infantino, LLC	SWITCH	3,999,136 7/19/2011	U.S.	77/961,458 3/17/2010

Owner	Name	Reg. No./ Reg. Date	Country	Serial No./ Filing Date
Infantino, LLC	LULLABUDDY	3,939,031 3/29/2011	U.S.	77/963,396 3/19/2010
Infantino, LLC	CLOUD	3,999,135 1/19/2011	U.S.	77/961,236 3/17/2010
Infantino, LLC	PARK PLACE	3,994,816 7/12/2011	U.S.	85/007,375 4/06/2010
Infantino, LLC	WONDER COVER	4,068,108 12/6/2011	U.S.	85/038,256 5/13/2010
Infantino, LLC	TOP & PLAY	3,994,975 11/16/2010	U.S.	85/038,245 5/13/2010
Infantino, LLC	RENEW	4,010,245 8/9/2011	U.S.	85/038,261 5/13/2010
Infantino, LLC	FOLD & GO BOUNCER	4,007,237 8/2/2011	U.S.	85/038,268 5/13/2010
Infantino, LLC	UNION ERGONOMIC CARRIER	4,010,382 8/9/2011	U.S.	85/073,899 6/29/2010
Infantino, LLC	NAPNEST	3,972,040 5/31/2011	U.S.	85/147,855 10/07/2010
Infantino, LLC	SMARTLY-DESIGNED PRODUCTS FOR HAPPY PARENTING	4,432,830 11/12/2013	U.S.	85/148,359 10/01/2010
Infantino, LLC	SASH	4,016,531 8/23/2011	U.S.	77/907,353 1/7/2010
Infantino, LLC	SWIFT	3,941,729 4/5/2011	U.S.	77/907,383 1/7/2010
Infantino, LLC	STRETCH	4,226,708 10/16/2012	U.S.	85/312,731 5/4/2011
Infantino, LLC	HOODIE	4,199,546 8/28/2012	U.S.	85/314,924 5/6/2011
Infantino, LLC	PLENTY	4,317,687 4/9/2013	U.S.	85/314,936 5/6/2011

Owner	Name	Reg. No./ Reg. Date	Country	Serial No./ Filing Date
Infantino, LLC	LIL' FLUFF	4,158,995 6/12/2012	U.S.	85/324,298 5/18/2011
Infantino, LLC	SYNC	4,165,852 6/26/2012	U.S.	85/393,657 8/9/2011
Infantino, LLC	JUST BECAUSE	4,347,429 6/4/2013	U.S.	85/427,533 9/20/2011
Infantino, LLC	HAPPITAPS	4,391,188 8/27/2013	U.S.	85/787,402 11/26/2012
Infantino, LLC	FRESH SQUEEZED FEEDING LINE	4,383,245 8/13/2013	U.S.	85/788,181 11/27/2012
Infantino, LLC	BPA FREE (design)	Pending	U.S.	85/914,463 8/25/2013
Infantino, LLC	FUSION	Pending	U.S.	86/101,063 10/24/2013
Infantino, LLC	STYLERIDER	3366627 1/8/2008	U.S.	78515507/ 11/11/2004