

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355283

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARTER'S, INC.		09/16/2015	CORPORATION: DELAWARE
THE WILLIAM CARTER COMPANY		09/16/2015	CORPORATION: MASSACHUSETTS
OSHKOSH B'GOSH, INC.		09/16/2015	CORPORATION: DELAWARE
CARTER'S RETAIL, INC.		09/16/2015	CORPORATION: DELAWARE
CARTER'S GIFTCARD COMPANY, INC.		09/16/2015	CORPORATION: FLORIDA
TWCC PRODUCT DEVELOPMENT AND SALES, INC.		09/16/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	IL1-1145/54/63, P.O. Box 6026
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60680-6026
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2950220	OSHKOSH 1895
Registration Number:	3112654	GB FROM OSHKOSH
Registration Number:	1232852	OSHKOSH B'GOSH
Registration Number:	1498723	OSHKOSH B'GOSH
Registration Number:	1559976	OSHKOSH
Registration Number:	1561067	OSHKOSH B'GOSH
Registration Number:	2168143	OSHKOSH B'GOSH
Registration Number:	2112584	OSHKOSH B'GOSH
Registration Number:	2217577	OSHKOSH
Registration Number:	2575818	OSHKOSH B'GOSH
Registration Number:	2504676	OSHKOSH B'GOSH
Registration Number:	3775443	CARTER'S

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3775444	CARTER'S
Registration Number:	3775445	CARTER'S
Registration Number:	4611957	CARTER'S
Registration Number:	4466568	CARTER'S
Registration Number:	2070568	CARTER'S FOR KIDS
Registration Number:	3057989	CARTER'S
Registration Number:	0065969	CARTER'S
Registration Number:	1830836	CARTER'S
Registration Number:	1839028	CARTER'S
Registration Number:	1117280	CARTER'S
Registration Number:	0153906	CARTER'S

CORRESPONDENCE DATA

Fax Number: 4045725135

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: 404-572-3493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	58708.015016
NAME OF SUBMITTER:	Karen Osborne
SIGNATURE:	//Karen Osborne//
DATE SIGNED:	09/16/2015

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of September 16, 2015, by CARTER'S, INC., THE WILLIAM CARTER COMPANY, OSHKOSH B'GOSH, INC., CARTER'S RETAIL, INC., CARTER'S GIFTCARD COMPANY, INC. and TWCC PRODUCT DEVELOPMENT AND SALES, INC. (individually, a "Pledgor" and, collectively, the "Pledgors"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to an Amended and Restated Security Agreement, dated September 16, 2015 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds (other than Excluded Property) of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, the foregoing Pledged Collateral shall not include any intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. When all the Secured Obligations (other than (i) contingent indemnification obligations and (ii) obligations and liabilities under Swap Contracts and Treasury Management Agreements not then due and payable) have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired

or been sooner terminated and all Letters of Credit have expired or have been terminated or cash collateralized or with respect to which other arrangements reasonably satisfactory to the Administrative Agent and the L/C Issuer shall have been made in accordance with the provisions of the Credit Agreement, this Trademark Security Agreement shall terminate. Upon the termination of the Trademark Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

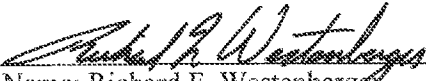
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

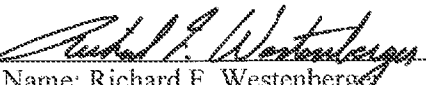
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CARTER'S, INC.

By: 
Name: Richard F. Westenberger
Title: Chief Financial Officer

THE WILLIAM CARTER COMPANY

By: 
Name: Richard F. Westenberger
Title: Chief Financial Officer

OSHKOSH B'GOSH, INC.

By: 
Name: Richard F. Westenberger
Title: Chief Financial Officer

CARTER'S RETAIL, INC.

By: 
Name: Richard F. Westenberger
Title: Chief Financial Officer

CARTER'S GIFTCARD COMPANY, INC.

By: 
Name: Richard F. Westenberger
Title: Chief Financial Officer

TWCC PRODUCT DEVELOPMENT AND SALES, INC.

By: 
Name: Richard F. Westenberger
Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name: John Horst

Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
OshKosh B'Gosh, Inc.	2950220	OSHKOSH 1895 in Cloverleaf Design
OshKosh B'Gosh, Inc.	3112654	OshKosh
OshKosh B'Gosh, Inc.	1232852	OSHKOSH B'GOSH in Cloverleaf Design
OshKosh B'Gosh, Inc.	1498723	OSHKOSH B'GOSH
OshKosh B'Gosh, Inc.	1559976	OSHKOSH
OshKosh B'Gosh, Inc.	1561067	OSHKOSH B'GOSH
OshKosh B'Gosh, Inc.	2168143	OSHKOSH B'GOSH
OshKosh B'Gosh, Inc.	2112584	OSHKOSH B'GOSH
OshKosh B'Gosh, Inc.	2217577	OSHKOSH
OshKosh B'Gosh, Inc.	2575818	OSHKOSH B'GOSH
OshKosh B'Gosh, Inc.	2504676	OSHKOSH B'GOSH
The William Carter Company	3775443	CARTER'S
The William Carter Company	3775444	CARTER'S
The William Carter Company	3775445	CARTER'S
The William Carter Company	4611957	CARTER'S
The William Carter Company	4466568	CARTER'S
The William Carter Company	2070568	CARTER'S FOR KIDS
The William Carter Company	3057989	CARTER'S (Stylized)
The William Carter Company	65969	CARTER'S
The William Carter Company	1830836	CARTER'S
The William Carter Company	1839028	CARTER'S

The William Carter Company	1117280	CARTER'S
The William Carter Company	153906	CARTER'S (Stylized)

Trademark Applications:

None.