

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
Temp-Tations LLC	10/18/2010
RECEIVING PARTY DATA	
Name:	The Prudential Insurance Company of America, Collateral Agent
Street Address:	30th Floor
Internal Address:	1114 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	11993721
Application Number:	11855923
Application Number:	12165250
Application Number:	61177139
Application Number:	12776942
CORRESPONDENCE DATA	
Fax Number:	(617)951-8736
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-951-8144
Email:	eileen.sullivan@bingham.com
Correspondent Name:	Eileen Sullivan
Address Line 1:	Bingham McCutchen LLP
Address Line 2:	One Federal Street
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	11993721

OP \$200.00 11993721

501326648

PATENT
REEL: 025172 FRAME: 0739

NAME OF SUBMITTER:

Amy Mugherini

Total Attachments: 5

source=Security Agreement - Patents#page1.tif

source=Security Agreement - Patents#page2.tif

source=Security Agreement - Patents#page3.tif

source=Security Agreement - Patents#page4.tif

source=Security Agreement - Patents#page5.tif

GRANT OF SECURITY INTEREST (PATENTS)

THIS GRANT OF SECURITY INTEREST (PATENTS) is dated as of October 18, 2010, between **Temp-Tations LLC**, a Delaware limited liability company having its chief executive office at **62 Leone Lane, Chester, New York 10918** (the "**Assignor**"), and **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, having a representative office at 1114 Avenue of the Americas, 30th Floor, New York, New York 10036, in its capacity as the Collateral Agent on behalf and for the benefit of the Secured Parties (in such capacity, the "**Assignee**"). Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Senior Secured Revolving Credit Agreement, dated as of October 18, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Assignor, Temp-tations Holdings LLC, a Delaware limited liability company ("**Holdings**"), the Purchasers named therein and the Collateral Agent named therein, the Secured Parties have agreed to make certain extensions of credit to or for the Assignor's benefit in the amounts and manner set forth in the Credit Agreement and the other Transaction Documents (collectively, the "**Credit**").

WHEREAS, pursuant to the terms of a Security Agreement, dated as of October 18, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Collateral Agent on behalf of and for the benefit of the Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral.

WHEREAS, the Secured Parties are willing to make, extend and maintain the Credit to and for the benefit of the Assignor, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Secured Parties, in and to all of Assignor's right, title and interest in and to all Patents (as described below) to secure its payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Collateral Agent and the Secured Parties to enter into the Credit Agreement and the other Transaction Documents and to make, extend and maintain the Credit to and for the benefit of the Assignor upon the

terms and subject to the conditions thereof, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under all Patents (as defined in the Security Agreement), including, without limitation, each registered patent and any Patent application listed on *Schedules A* hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part and renewals thereof.

The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Patents and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignee will execute, acknowledge and deliver to each Assignor such instruments as may be reasonably requested to evidence or effect such termination, release, and/or reassignment.

In the event of a conflict between the terms of this Grant of Security Interest (Patents) and the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Patents) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

TEMP-TATIONS LLC,
a Delaware limited liability company

By: 

Name:

Title:

Tara E McConnell
President

ASSIGNEE:

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA**, as Collateral
Agent

By: 

Name: Eric R. Seward

Title: Vice President

Grant of Security Interest (Patents) - Temp-Tations LLC]

**PATENT
REEL: 025172 FRAME: 0744**

SCHEDULE A

PENDING U.S. PATENT APPLICATIONS

Description	Country	Patent	Registration # or Application #
Multi-Faceted Trivet	US	Patent	11/993,721
Multi-Use Trivet	US	Patent	11/855,923
Invertible Trivet	US	Patent	12/165,250
Multifaceted Trivet (Provisional Application)	US	Patent	61/177,139
Multifaceted Trivet	US	Patent	12/776,942

FOREIGN COUNTERPARTS

Description	Country	Patent	Registration # or Application #
(China) Plate Design KJ-01	China	Patent	200730149311.5
(China) Plate Design KJ-10	China	Patent	200730149310.0
(China) Plate Design KJ-06	China	Patent	200630124444.2
(China) Plate Design KJ-16	China	Patent	200630124434.9