

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Wilton Industries, Inc.	11/01/2012
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	61695191
Application Number:	29399208
Application Number:	61693661
Application Number:	61704208
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	dgaier@paulweiss.com, emendes@paulweiss.com
Correspondent Name:	Danielle L. Gaier
Address Line 1:	1285 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	19338-005
NAME OF SUBMITTER:	Danielle L. Gaier
Total Attachments: 5 source=wilton abl patent#page1.tif source=wilton abl patent#page2.tif source=wilton abl patent#page3.tif source=wilton abl patent#page4.tif source=wilton abl patent#page5.tif	

CH \$160.00 61695191

Patent Security Agreement

Patent Security Agreement, dated as of November 1, 2012, by Wilton Industries, Inc (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the ABL Credit Agreement (in such capacity, the "Collateral Agent")

W I T N E S S E T H

WHEREAS, the Pledgor is a party to an ABL Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement," capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of August 30, 2012 made by Wilton Brands, LLC, a Delaware limited liability company, the other pledgors party thereto and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity and together with any successors in such capacity, the "Collateral Agent") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent 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 ABL Credit Agreement, the Pledgor hereby agrees 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 Patent Collateral The 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 Patents of the Pledgor listed on Schedule I attached hereto

SECTION 3 Security Agreement The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control

SECTION 4 Termination Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall, upon the written request and at the sole cost and expense of the Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Patents under this Patent Security Agreement in accordance with Section 11.4 of the Security Agreement

SECTION 5. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

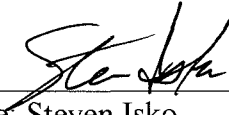
SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

WILTON INDUSTRIES, INC.

By: 
Name: Steven Isko
Title: Executive Vice President and
General Counsel

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent


By: _____
Name:
Title:

By: _____
Name:
Title:

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Very truly yours,


WILTON INDUSTRIES, INC.

By: 
Name: Steven Isko
Title: Executive Vice President and
General Counsel

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: **Dusan Lazarov**
Title: **Director**

By: 
Name: Benjamin Souh
Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Issued Patents:

Owner	Patent No.	Title	Date of Registration
Wilton Industries, Inc.	8276524	Multiple Tier Center Support Cake Stand	6/10/2010

Patent Applications:

Owner	Application Number	Title	Date of Application
Wilton Industries, Inc.	61/695191	SYSTEMS AND METHODS FOR THREE-DIMENSIONAL DECORATIVE ITEMS FOR FOOD	8/30/2012
Wilton Industries, Inc.	29/399208	Beverage Container	8/10/2011
Wilton Industries, Inc.	61/693661	Push Up Dispenser	8/27/2012
Wilton Industries, Inc.	61/704208	COUPLER FOR DECORATING BAG	9/21/2012