

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilton Industries, Inc.		02/17/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as Collateral Agent
Street Address:	600 East Las Colinas Blvd.
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75309
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	85178616	CHILLY FUN
Serial Number:	85185888	COLOR DUST
Serial Number:	85151233	COLOR FLOW MIX
Serial Number:	85188489	INDULGENCE PROFESSIONAL STONEWARE
Serial Number:	85240194	LIVE IT UP, GLUE IT DOWN & SMASH IT IN.
Serial Number:	85178694	PERFECT RESULTS PREMIUM NON-STICK BAKEWARE
Serial Number:	85178710	PERFECT RESULTS PREMIUM STONEWARE
Serial Number:	85197051	PERFORMANCE PANS
Serial Number:	85162826	PUNCH. CUT. DECORATE!
Serial Number:	85144025	SCRAPBOOKING FOR CAKES
Serial Number:	85144017	SLIDE-N-CUT
Serial Number:	85188232	SUGAR SHEETS!
Serial Number:	85240140	TOPPING TORNADO

CH \$465.00 85178616

Serial Number:	85197230	TRIM-N-TURN ULTRA
Serial Number:	85209745	TWISTED SPRINKLES
Serial Number:	85214729	WILTON
Serial Number:	85214763	WILTON
Serial Number:	85144045	COLOR BANDS

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	712029
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/17/2011

Total Attachments: 4
source=3-17-11 WILTON-TM#page1.tif
source=3-17-11 WILTON-TM#page2.tif
source=3-17-11 WILTON-TM#page3.tif
source=3-17-11 WILTON-TM#page4.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

WILTON INDUSTRIES, INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: THE BANK OF NEW YORK MELLON, as Collateral Agent

Internal _____

Address: _____

Street Address: 600 East Las Colinas Blvd., Suite 1300

City: Irving

State: TX

Country: USA Zip: 75039

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 17, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other Grant of Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

85178616; 85185888; 85151233; 85188489; 85240194

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Janelle Telesford, Paralegal

Internal Address: Emmet, Marvin & Martin, LLP

Street Address: 120 Broadway

712029-20

City: New York

State: New York Zip: 10271

Phone Number: 212-238-3244

Fax Number: 212-238-3100

Email Address: jtelesford@emmetmarvin.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

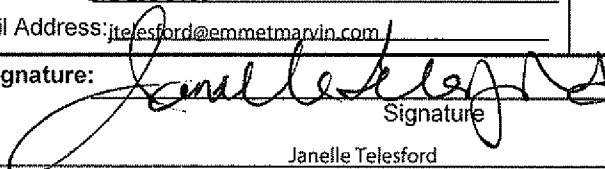
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

March 15, 2011

Date

Janelle Telesford

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

Trademark Security Agreement, dated as of February 17, 2011, by Wilton Industries, Inc., a Delaware corporation, (the "Pledgor") in favor of The Bank of New York Mellon, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, each Pledgor is a party to a Security Agreement dated as of August 1, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is 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 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 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 of the foregoing.

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 Pledgor hereby acknowledges and affirms 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.

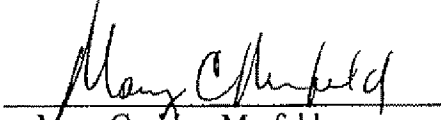
SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under 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.

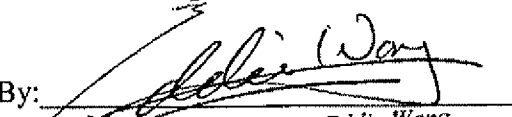
IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WILTON INDUSTRIES, INC.

By: 
Mary Cushing Merfeld
Chief Financial Officer/
President, Operations

Accepted and Agreed:
The Bank of New York Mellon,
As Collateral Agent

By: 
Name: Eddie Wang
Title: Vice President

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

WILTON INDUSTRIES, INC.

Trademark	Status	App. No	App. Date
Chilly Fun	Pending	85178616	17-Nov-10
Color Dust & Design	Pending	85185888	29-Nov-10
Color Flow Mix	Pending	85151233	13-Oct-10
Indulgence Professional Stoneware	Pending	85188489	01-Dec-10
Live it up, glue it down & smash it in.	Pending	85240194	11-Feb-11
Perfect Results Premium Non-Stick Bakeware	Pending	85178694	17-Nov-10
Perfect Results Premium Stoneware	Pending	85178710	17-Nov-10
Performance Pans	Pending	85197051	14-Dec-10
Punch. Cut. Decorate!	Pending	85162826	27-Oct-10
Scrapbooking for Cakes	Pending	85144025	04-Oct-10
Slide-N-Cut	Pending	85144017	04-Oct-10
Sugar Sheets! & design	Pending	85188232	01-Dec-10
Topping Tornado	Pending	85240140	11-Feb-11
Trim-N-Turn Ultra	Pending	85197230	14-Dec-10
Twisted Sprinkles	Pending	85209745	04-Jan-11
Wilton	Pending	85214729	11-Jan-11
Wilton logo	Pending	85214763	11-Jan-11
Color Bands	Pending	85144045	04-Oct-10