

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.		10/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON, as Collateral Agent
Street Address:	600 East Las Colinas Blvd., Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85407386	FILL-N-DRY
Serial Number:	85435125	ULTRA BAKE PROFESSIONAL
Serial Number:	85378066	COLORCUPS ALWAYS BRIGHT, COLORFUL AND FUN!
Serial Number:	85371416	LOCK-N-ROLL
Serial Number:	85390517	DAB-N-COLOR
Serial Number:	85390508	DAB-N-HOLD
Serial Number:	85419950	KARRY JO
Serial Number:	85371469	ALL-OCCASION CHECKERBOARD CAKE PAN SET
Serial Number:	85436074	SPELL-N-STAMP
Serial Number:	85386199	COOKIE MASTER PLUS
Serial Number:	85386017	TILT-N-TURN ULTRA
Serial Number:	85436097	OVEN RIGHT

CORRESPONDENCE DATA

900205503

**TRADEMARK
 REEL: 004648 FRAME: 0151**

OP \$315.00 85407386

Fax Number: (212)564-6083
Phone: 212 947-7200
Email: jdougherty@nationalcorp.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Joseph Dougherty
Address Line 1: National Corporate Research
Address Line 2: 10 East 40th St., 10th FL
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	N343992
NAME OF SUBMITTER:	Janelle Telesford
Signature:	/Janelle Telesford/
Date:	10/25/2011
Total Attachments: 3 source=Wilton TM#page2.tif source=Wilton TM#page3.tif source=Wilton TM#page4.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of October 1, 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 Cusking Merfeld
Mary Cusking Merfeld
Chief Financial Officer

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

By: Melinda Valentine
Name: MELINDA VALENTINE
Title: VICE PRESIDENT

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

WILTON INDUSTRIES, INC.

Trademark	Status	App. No.	App. Date
Fill-n-dry	Pending	85407386	25-Aug-11
Ultra Bake Professional	Pending	85435125	29-Sep-11
COLORCUPS Always Bright, Colorful and Fun!	Pending	85378066	22-Jul-11
Lock-N-Roll	Pending	85371416	14-Jul-11
Dab-N-Color	Pending	85390517	05-Aug-11
Dab-N-Hold	Pending	85390508	05-Aug-11
Karry Jo	Pending	85419950	12-Sep-11
All-Occasion Checkerboard Cake Pan Set design	Pending	85371469	14-Jul-11
Spell-N-Stamp	Pending	85436074	30-Sep-11
Cookie Master Plus	Pending	85386199	01-Aug-11
Tilt-N-Turn Ultra	Pending	85386017	01-Aug-11
Oven Right	Pending	85436097	30-Sep-11