

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILTON INDUSTRIES, INC.		11/13/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent		
Street Address:	60 WALL STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	BANK: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86394491	WILTON ULTIMATE DECORATING SET	
Serial Number:	86398368	EXCELLE OVEN TO TABLE	
Serial Number:	86430953	EASY TO MIX. EASY TO MATCH!	
Serial Number:	86430921	QUICKCOUNT	
Serial Number:	86430880	COLOR RIGHT	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	mmakover@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	19338-001		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	12/22/2014		
Total Attachments: 4			
source=Trademark Security Agreement - Wilton Industries, Inc.- ABL Security Agreement#page1.tif			
source=Trademark Security Agreement - Wilton Industries, Inc.- ABL Security Agreement#page2.tif			

CH \$140.00 86394491

source=Trademark Security Agreement - Wilton Industries, Inc.- ABL Security Agreement#page3.tif

source=Trademark Security Agreement - Wilton Industries, Inc.- ABL Security Agreement#page4.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of November 13, 2014, by WILTON INDUSTRIES, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), 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").

WITNESSETH:

WHEREAS, the Pledgors are 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 the Collateral Agent 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 ABL 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;
- and
- (b) all goodwill associated with such Trademarks.

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.

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 Pledgors, execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement in accordance with Section 11.4 of the Security Agreement.

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

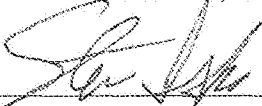
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[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,

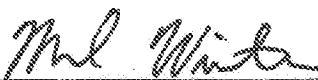
WILTON INDUSTRIES, INC

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:
Title: Michael Winters
Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK	DATE OF APPLICATION
Wilton Industries, Inc.	86394491	Wilton Ultimate Decorating Set	9/15/2014
Wilton Industries, Inc.	86398368	EXCELLE OVEN TO TABLE	9/18/2014
Wilton Industries, Inc.	86430953	EASY TO MIX. EASY TO MATCH!	10/22/2014
Wilton Industries, Inc.	86430921	Quickcount	10/22/2014
Wilton Industries, Inc.	86430880	Color Right	10/22/2014