

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
K & Company LLC		08/01/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	a Swiss banking corporation: SWITZERLAND

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3080676	BEYOND POSTMARKS
Registration Number:	3124228	DAISY HILL
Registration Number:	2376273	FRAME A NAME
Registration Number:	3089592	GRAND ADHESIONS
Registration Number:	3011839	NOT TOO SHABBY
Registration Number:	3004820	RETROACTIVE
Registration Number:	2818156	STICKER STUDIO
Serial Number:	77023132	FRAME A NAME
Serial Number:	77122505	K & COMPANY
Serial Number:	77122548	K & COMPANY
Serial Number:	77122526	K & COMPANY
Serial Number:	77122476	K & COMPANY
Serial Number:	77122649	K
Serial Number:	77122636	K

OP \$540.00 3080676

Serial Number:	77122612	K
Serial Number:	77122621	K
Serial Number:	77078867	KURIO
Serial Number:	78350861	MARCELLA
Serial Number:	78836701	PAPER PAVILION
Serial Number:	77078859	STUDIO 112
Serial Number:	78839279	TO GO

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2698
Email: magdalini.rizakos@lw.com
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins
Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 4: Chicago, ILLINOIS 60606-6401

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	08/07/2007

Total Attachments: 5
source=K & Company- Trademarks (Second Lien)#page1.tif
source=K & Company- Trademarks (Second Lien)#page2.tif
source=K & Company- Trademarks (Second Lien)#page3.tif
source=K & Company- Trademarks (Second Lien)#page4.tif
source=K & Company- Trademarks (Second Lien)#page5.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of August 1, 2007, by K & COMPANY LLC (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (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. 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 Pledgor:

- (a) Trademarks of 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 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.

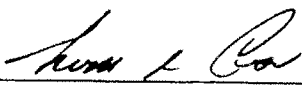
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, 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,

K & COMPANY LLC,
as Pledgor

By: 
Name: Thomas Kasvin
Title: Chief Financial Officer, Treasurer and
Assistant Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 003596 FRAME: 0210

IN WITNESS WHEREOF, 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,

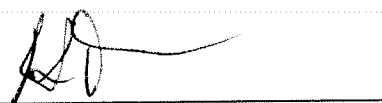
K & COMPANY LLC,
as Pledgor

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: David B. Juits
Title: Associate Director
Banking Products
Services, US

By: 
Name: Richard L. Tavrow
Title: Director
Banking Products
Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
K & Company LLC	3,080,676	BEYOND POSTMARKS
K & Company LLC	3,124,228	DAISY HILL
K & Company LLC	2,376,273	FRAME A NAME
K & Company LLC	3,089,592	GRAND ADHESIONS
K & Company LLC	3,011,839	NOT TOO SHABBY
K & Company LLC	3,004,820	RETRO ACTIVE
K & Company LLC	2,818,156	STICKER STUDIO

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
K & Company LLC	77/023,132	FRAME A NAME
K & Company LLC	77/122,505	K & COMPANY
K & Company LLC	77/122,548	K & COMPANY
K & Company LLC	77/122,526	K & COMPANY
K & Company LLC	77/122,476	K & COMPANY
K & Company LLC	77/122,649	K Design
K & Company LLC	77/122,636	K Design
K & Company LLC	77/122,612	K Design
K & Company LLC	77/122,621	K Design
K & Company LLC	77/078,867	KURIO
K & Company LLC	78/350,861	MARCELLA
K & Company LLC	78/836,701	PAPER PAVILION
K & Company LLC	77/078,859	STUDIO 112
K & Company LLC	78/839,279	TO GO

CH959953.1