## 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
Renin Corp. US		10/18/2007	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as administrative agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		

#### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1438945	ACME
Registration Number:	0757173	ACME
Serial Number:	78766907	AURA HOME DESIGN
Serial Number:	76659668	DETAILS
Serial Number:	78820426	HOME DECOR INNOVATIONS
Serial Number:	76631134	HOME DECOR INNOVATIONS
Serial Number:	76659425	NUPORTE

#### **CORRESPONDENCE DATA**

900090282

Fax Number: (202)739-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-739-3000

Email: trademarks@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

TRADEMARK

REEL: 003647 FRAME: 0961

1438945

CH 61900

ATTORNEY DOCKET NUMBER:	051744.0024	
NAME OF SUBMITTER:	Jennifer C. Evans	
Signature:	/jennifer c evans/	
Date:	10/26/2007	
Total Attachments: 6 source=Trademark Security Agreement (GE)#page1.tif source=Trademark Security Agreement (GE)#page2.tif source=Trademark Security Agreement (GE)#page3.tif source=Trademark Security Agreement (GE)#page4.tif source=Trademark Security Agreement (GE)#page5.tif source=Trademark Security Agreement (GE)#page6.tif		

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2007, is made by each of the entities listed on the signature pages hereof (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of General Electric Capital Corporation ("<u>GE Capital</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Agent</u>") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 18, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the US Borrower, Canadian Borrower, the other Credit Parties, the Canadian Lenders and the Canadian L/C Issuers from time to time party thereto GE Canada Finance Holding Company as Canadian Agent for the Canadian Lenders and as a Canadian Lender, as Canadian Swingline Lender and initial Canadian L/C Issuer and GE Capital, as US Agent for the US Lenders, and as a US Lender, US Swingline Lender and initial US L/C Issuer, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the US Lenders and the US L/C Issuers to make their respective extensions of credit to the Borrower there under, each Grantor hereby agrees with the Agent as follows:

<u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

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- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
  - (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor 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, RENIN CORP. US as Grantor

Name: Azız Hirji
Title: Chief Financial Officer

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION as Agent

By:			
	Name:		
	Title:		

IN WITNESS WHEREOF, each Grantor 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, RENIN CORP. US

> > as Grantor

By: Name: Title:

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By:

Name: Inoki A. Swerez Title: Hs Duly Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

## ACKNOWLEDGMENT OF GRANTOR

State of New York	
County of New York ) ss.	
On this 19th day of October, 2007 before me personally appeared Aziz Hiriz , proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of renin Corp. 135, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.	
Notary Public	the property of the street of the street of

WEN ZHANG
Notary Public, State of New York
No. 01ZH6165513
Qualified in Queens County
Commission Expires 05/07/2011

ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT

# Schedule 1 to Trademark Security Agreement

Trademark	Record Owner	App. No.	App. Date	Reg. No.	Reg. Date
ACME	Renin Corp. US	73610720	07/21/1986	1438945	5/12/1987
ACME	Renin Corp. US	72155359	10/18/1962	0757173	9/24/1963
AURA HOME DESIGN and Design	Renin Corp. US	78766907	12/05/2005		
DETAILS	Renin Corp. US	76659668	05/08/2006		
HOME DECOR INNOVATIONS	Renin Corp. US	78820426	02/22/2006		
HOME DECOR INNOVATIONS	Renin Corp. US	76631134	02/10/2005		
NUPORTE	Renin Corp. US	76659425	05/02/2006		······································

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**RECORDED: 10/26/2007**