

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3095084 Nova Scotia Limited		11/02/2007	CORPORATION: CANADA
3091779 Nova Scotia Inc.		11/02/2007	CORPORATION: CANADA
Laura Secord GP		11/02/2007	PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	280 Park Avenue, 22nd Floor East		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0163475	LAURA SECORD	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8464		
Email:	paula.mazzeo@bingham.com		
Correspondent Name:	Paula A. Mazzeo		
Address Line 1:	150 Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Paula A. Mazzeo		
Signature:	/PAMazzeo/		
Date:	11/06/2007		

OP \$40.00 0163475

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 2, 2007, is between the undersigned (individually a "Grantor" and collectively, "Grantors"), and Ares Capital Corporation, as Lender (the "Lender") to the Term Loan Agreement referred to below.

WITNESSETH:

WHEREAS pursuant to the terms of that certain Term Loan Agreement dated as of November 2, 2007 (as it may be amended or modified from time to time the "Term Loan Agreement") among, 3091779 Nova Scotia Inc. (the "Borrower"), Laura Secord GP (the "Partnership"), 3095084 Nova Scotia Limited ("Subco", together with the Partnership, collectively, the "Guarantors"), and the Lender, the Lender has agreed to extend credit and make certain financial accommodations to the Borrower.

WHEREAS pursuant to the General Security Agreement, dated as of November 2, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "General Security Agreement"), between the Grantors and the Lender, each Grantor granted to the Lender a security interest in and continuing lien on, all of each Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration demand, or otherwise, of all Secured Obligations (as defined in the General Security Agreement) including the obligations of the Borrower under the Credit Agreement;

WHEREAS the parties to the Term Loan Agreement contemplate and intend that, the Lender shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Term Loan Agreement) shall occur and be continuing, the right to exercise its remedies under the Term Loan Agreement in connection with all of each Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Term Loan Agreement, each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the General Security Agreement and used herein have the meaning given to them in the General Security Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers and transfers to the Lender and hereby grants to the Lender a security interest in and continuing lien on all of the following property, whether now owned or hereafter existing or acquired or arising and wherever located (collectively, the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective

marks, logos and other source or business identifiers in each case throughout the world , and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item I of Schedule A hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the Canadian Intellectual Property Office or in any office or agency of Canada or any province or territory thereof or in the United States of America or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark"), with the exception of those Intent-to-Use trademark applications in respect of which the granting of a security interest therein would be void or illegal under any applicable governmental law, rule, or regulation, or pursuant thereto would result in or permit the termination thereof;

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark throughout the world, including each Trademark license referred to in Item II of Schedule A hereto, with the exception of those licenses or other agreements that the grant of the security interest therein would (A) constitute a violation of a valid and enforceable restriction in favour of a third party on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such license or other agreement the right to terminate its obligations thereunder;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Secured Obligations.

Section 4. General Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender in all the Collateral, pursuant to the General Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the General Security Agreement, the terms of the General Security Agreement shall control.

Section 5. Recordation

Each Grantor hereby authorizes and requests that the Registrar of Trademarks, any other applicable Canadian government officer, the United States Patent and Trademark Office, or any other applicable foreign government office record this Agreement.

Section 6. Termination

Upon the full and indefeasible payment in cash and performance of the Secured Obligations and the termination of the Term Loan Agreement, the Lender shall execute, acknowledge, and deliver to each Grantor the proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 7. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and to the extent applicable, the laws of the United States of America and the states thereof.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

3091779 NOVA SCOTIA INC.

By: [Signature]
Name: James B. Ardrey
Title: President and Chief Executive Officer

Province of _____)
City of _____) ss.:

This instrument was acknowledged before me on _____, 2007, by _____ the _____ of 3091779 Nova Scotia Inc., on behalf of said corporation.

Notary Public
Province of _____
Printed Name: _____
My Commission expires: _____

Signature Page - ARCC Trademark Security Agreement - US

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

3095084 NOVA SCOTIA LIMITED

By: James B. Ardrey
Name: James B. Ardrey
Title: President and Chief Executive Officer

Province of _____)
City of _____) ss.:

This instrument was acknowledged before me on _____, 2007, by _____, the _____ of 3095084 Nova Scotia Limited, on behalf of said corporation.

Notary Public
Province of _____
Printed Name: _____
My Commission expires: _____

Signature Page -- ARCC Trademark Security Agreement - US

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

3091779 NOVA SCOTIA INC. in its capacity as partner of LAURA SECORD GP

By: [Signature]
Name: James B. Ardrey
Title: President and Chief Executive Officer

3095084 NOVA SCOTIA LIMITED in its capacity as partner of LAURA SECORD GP

By: [Signature]
Name: James B. Ardrey
Title: President and Chief Executive Officer

Province of _____)
City of _____) ss.:

This instrument was acknowledged before me on _____, 2007, by _____ the _____ of 3091779 Nova Scotia Inc., on behalf of said corporation.

Notary Public
Province of _____
Printed Name: _____
My Commission expires: _____

Province of _____)
City of _____) ss.:

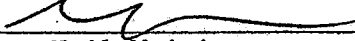
This instrument was acknowledged before me on _____, 2007, by _____ the _____ of 3095084 Nova Scotia Limited, on behalf of said corporation.

Notary Public
Province of _____
Printed Name: _____
My Commission expires: _____

Signature Page - ARCC Trademark Security Agreement - US

LENDER:

ARES CAPITAL CORPORATION

By: 
Name: Neil Maini
Title: Authorized Signatory

By: _____
Name:
Title:



Address:
280 Park Avenue, 22nd Floor East
New York, NY 10017

SCHEDULE A
REGISTERED INTELLECTUAL PROPERTY

Item I: Trademarks



3091779 Nova Scotia Inc.:

Canadian Trademarks

Trademark	Status	App No.	Filing Date	Reg.No.	Reg Date	Owner
'KIDDY POPS'	Registered	0208803	1950-09-21	UCA039227	1950-09-21	3091779 Nova Scotia, Inc.
'OCCASIONS BY LAURA SECORD'	Expunged	0614311	1988-09-02	TMA371465	1990-08-03	3091779 Nova Scotia, Inc.
CALYPSO	Registered	1035054	1999-11-04	TMA562771	2002-05-29	3091779 Nova Scotia, Inc.
 CAMEO & DESIGN	Registered	0494500	1982-11-15	TMA280819	1983-06-23	3091779 Nova Scotia, Inc.
CAMEO CONE	Registered	0698754	1992-02-10	TMA415221	1993-08-06	3091779 Nova Scotia, Inc.
 CAMEO DESIGN	Registered	0370306	1973-11-28	TMA207365	1975-05-30	3091779 Nova Scotia, Inc.
FAITES DE CHAQUE MOMENT UN ÉVÈNEMENT	Registered	1278074	2005-11-02	TMA677438	2006-11-22	3091779 Nova Scotia Inc.
INDULGE	Registered	0662838	1990-07-24	TMA389009	1991-09-13	3091779 Nova Scotia, Inc.
LAURA SECORD	Registered	0493074	1982-09-30	TMA291898	1984-06-15	3091779 Nova Scotia, Inc.
LAURA SECORD	Registered	0350867	1972-03-02	TMA186708	1972-11-17	3091779 Nova Scotia, Inc.
LAURA SECORD	Registered	0080054	1913-10-16	TMDA018979	1913-10-16	3091779 Nova Scotia, Inc.
LAURA SECORD	Registered	0381117	1974-12-06	TMA209560	1975-09-19	3091779 Nova Scotia, Inc.

SCHEDULE A

TRADEMARK
REEL: 003656 FRAME: 0093

Trademark	Status	App No.	Filing Date	Reg No.	Reg Date	Owner
 LAURA SECORD & DESIGN	Expunged	0366811	1973-07-31	TMA217670	1976-12-10	3091779 Nova Scotia, Inc.
<i>Laura Secord</i> LAURA SECORD DESIGN	Registered	0520841	1984-04-27	TMA308270	1985-11-15	3091779 Nova Scotia, Inc.
LAURA SECORD SWEET THERAPY	Registered	1298301	2006-04-19	TMA685158	2007-03-30	3091779 Nova Scotia, Inc.
MAKE ANY MOMENT AN OCCASION	Registered	1277643	2005-10-28	TMA677453	2006-11-22	3091779 Nova Scotia Inc.
MAKE EVERY MOMENT AN OCCASION	Abandoned - Voluntary	1277093	2005-10-26	-	-	3091779 Nova Scotia Inc.
MEDALLIONS	Registered	0264319	1961-08-05	TMA126360	1962-04-27	3091779 Nova Scotia, Inc.
 ROSE DESIGN	Registered	0524238	1984-06-27	TMA301317	1985-03-29	3091779 Nova Scotia, Inc.

U.S. Trademarks

Trademark	Status	App No.	Filing Date	Reg No.	Reg Date	Owner
<i>Laura Secord</i> LAURA SECORD	Registered	71149868	1921-06-30	0163475	1923-01-16	3091779 Nova Scotia Inc.

Other countries

TRADEMARK

COUNTRY

REGISTRATION NO.

LAURA SECORD

United Kingdom

977778

LAURA SECORD

United Kingdom

B 1243751

SCHEDULE A

TRADEMARK
REEL: 003656 FRAME: 0094

LAURA SECORD	Hong Kong	B 27351988
LAURA SECORD	Australia	A 402878
LAURA SECORD	France	1675679
LAURA SECORD	Greece	77408
LAURA SECORD	Ireland	110725
LAURA SECORD	Korea Republic of (South)	166260
LAURA SECORD	Kuwait	15712
LAURA SECORD	Macau	5812 M
LAURA SECORD	Saudi Arabia	13939
LAURA SECORD	Saudi Arabia	13940
LAURA SECORD	Saudi Arabia	13941
LAURA SECORD	Saudi Arabia	13942
LAURA SECORD	Singapore	51484
LAURA SECORD	South Africa	B840280
LAURA SECORD	Switzerland	340,977

The following are the unregistered trademarks, registered and unregistered trade names, product names, trade dress, service marks, copyrights and brand names used in the Business:

3091779 Compagnie Nouvelle-Écosse
 Laura Secord
 Laura Secord French & Frosted Mint
 Laura Secord Frosted Mint
 Laura Secord Mint Medallion
 Laura Secord Mint Stick
 Laura Secord Almond Bark
 Laura Secord Jellifruit
 Laura Secord Miniatures
 Laura Secord Dixies
 Laura Secord Puppy Paws
 Laura Secord Buttermallow
 Laura Secord Nut Bordeaux

SCHEDULE A