

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
E&B Giftware LLC		05/16/2008	LIMITED LIABILITY COMPANY: DELAWARE
E&B Exercise LLC		05/16/2008	LIMITED LIABILITY COMPANY: DELAWARE
Starcase (UK) Limited		05/16/2008	Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Serial Number:	76627883	COUNTRY PROVENÇAL
Serial Number:	75728130	CURLY-Q
Serial Number:	76166630	DINERETTES
Serial Number:	76278388	FIFTH AVENUE
Serial Number:	76608058	GRILL TEK
Serial Number:	73189068	LOOK-A-LITE
Serial Number:	76608059	NAPA ESSENTIALS
Serial Number:	76427648	PLANT HUGGERS
Serial Number:	76166627	STICKITY
Serial Number:	75902602	MICRO MOVER
Serial Number:	76244528	TECH TAG

CH \$1140.00 76627883

Serial Number:	76128971	ZINGER
Serial Number:	76642829	APD TECHNOLOGY
Serial Number:	76615912	WALKING ADVANTAGE
Serial Number:	76670201	ABSOLUTE CRUNCH
Serial Number:	76669091	APD ACCURATE
Serial Number:	76615913	WALKING WORLD
Serial Number:	76589992	WALKING SHOP BY SPORTLINE
Serial Number:	76594882	GO WALKING
Serial Number:	76564073	WALKING SHOP
Serial Number:	76327150	AVG
Serial Number:	76228828	FIT FOR PERFORMANCE
Serial Number:	76410257	VALEO
Serial Number:	75232009	
Serial Number:	75232013	
Serial Number:	75232012	
Serial Number:	75232011	
Serial Number:	75214908	OCELOT
Serial Number:	75214907	OCELOT
Serial Number:	75214906	OCELOT
Serial Number:	74725780	VALEO
Serial Number:	74723821	VALEO
Serial Number:	74723820	VALEO
Serial Number:	74723811	VALEO
Serial Number:	78867858	TANKER
Serial Number:	76675700	CONTROL-YOUR-MAN
Serial Number:	76675730	CONTROL-YOUR-WOMAN
Serial Number:	76674501	PERFECT SOLUTIONS
Serial Number:	76673490	VOICEBOX!
Serial Number:	76679101	QCLIPS
Serial Number:	76679100	ULTIMATE SPORTS 'QUESTION & ANSWER' TRIVIA
Serial Number:	78867854	CORE-ROCKER
Serial Number:	76686997	BODY ACTIVATED
Serial Number:	76678059	GOAL TRACK
Serial Number:	73723725	SPORTLINE

CORRESPONDENCE DATA

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-4691
Email: jhannon@kslaw.com
Correspondent Name: James M. Hannon
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP - 34th Floor
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009128
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	05/19/2008

Total Attachments: 14
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 16, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") 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 May 16, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among E&B Giftware, LLC, a Delaware limited liability company ("E&B"), E&B Exercise, LLC, a Delaware limited liability company ("Exercise"), and Sportline, Inc., a Delaware corporation ("Sportline" and together with E&B and Exercise, each a "US Borrower" and, collectively, the "US Borrowers"), Star Case (UK) Limited (the "UK Borrower"), the other Persons party hereto that are designated as a "Credit Party", the Agent, as (i) US Agent (x) for the US Lenders (as defined therein) and for itself as a US Lender and L/C Issuer and (y) as to the US Collateral, to the extent it secures the guaranty by the US Credit Parties of the UK Obligations, for the UK Agent and the UK Lenders, and (ii) UK Agent for the UK Lenders (as defined therein) and for itself as a UK Lender, and such UK Lenders, and as UK Security Trustee, 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 has agreed, pursuant to a Guaranty and Security Agreement dated as of May 16, 2008 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 Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. 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"):

(a) all of its Trademarks and all IP Licenses 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;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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 and IP Licenses subject to a security interest hereunder.

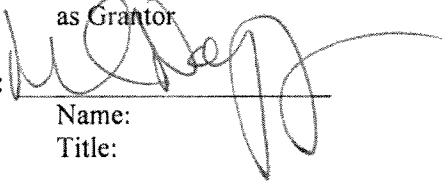
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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.

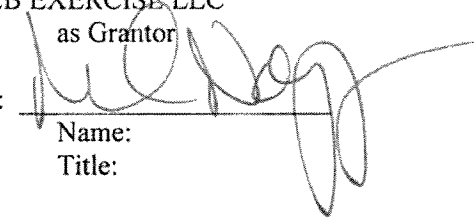
[SIGNATURE PAGES FOLLOW]

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.

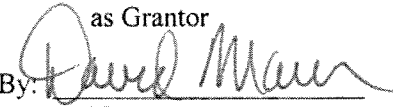
E&B GIFTWARE LLC
as Grantor

By: 
Name:
Title:

E&B EXERCISE LLC
as Grantor

By: 
Name:
Title:

STARCASE (UK) LIMITED
as Grantor

By: 
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

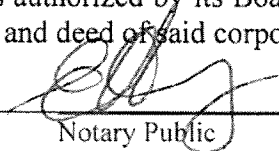
GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: K. C. Dally
Name: K. C. Dally
Title: Duly AUTHORIZED SIGNATORY

ACKNOWLEDGMENT OF GRANTOR

State of New York)
County of New York) ss.

On this 15th day of May, 2008, before me personally appeared Michael E. Najjar, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of E&B GIFTWARE LLC, 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

ELIZABETH ARNO
Notary Public, State of New York
No. 01AR6153899
Qualified in New York County
Commission Exp. October 10, 2010

Trademark Security Agreement

TRADEMARK
REEL: 003783 FRAME: 0748

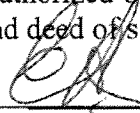
ACKNOWLEDGMENT OF GRANTOR

State of New York)

County of New York)

ss.

On this 15th day of May, 2008, before me personally appeared Michael E. Najjar, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of E&B EXERCISE LLC, 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

ELIZABETH ARNO
Notary Public, State of New York
No. 01AR6153899
Qualified in New York County
Commission Exp. October 10, 2010

Trademark Security Agreement

TRADEMARK
REEL: 003783 FRAME: 0749

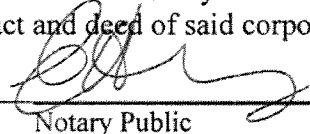
ACKNOWLEDGMENT OF GRANTOR

State of New York)

County of New York)

ss.

On this 15th day of May, 2008, before me personally appeared David Mauer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STARCASE (UK) LIMITED, 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

ELIZABETH ARNO
Notary Public, State of New York
No. 01AR6153899
Qualified in New York County
Commission Exp. October 10, 2010

Trademark Security Agreement

TRADEMARK
REEL: 003783 FRAME: 0750


SCHEDULE I
TO THE
TRADEMARK SECURITY AGREEMENT




Trademark Registrations

1. REGISTERED TRADEMARKS

U.S. Trademark Registrations

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Expiration (if not renewed)
COUNTRY PROVENCAL (Stylized)	76/627,883	1/13/2005	3,325,247	10/30/2007	E&B Giftware LLC	4/30/2014
CURLY-Q	75/728,130	6/14/1999	2,550,526	3/19/2002	E&B Giftware LLC	9/19/2008
DINERETTES	76/166,630	11/16/2000	2,630,292	10/8/2002	E&B Giftware LLC	4/8/2009
FIFTH AVENUE	76/278,388	6/29/2001	2,872,118	8/10/2004	E&B Giftware LLC	2/10/2011
GRILL TEK	76/608,058	8/20/04	3,151,350	10/3/2006	E&B Giftware LLC	4/3/2013
LOOK-A-LITE	73/189,068	10/12/1978	1,137,903	7/15/1980	E&B Giftware LLC	1/15/2011
NAPA ESSENTIALS	76/608,059	8/20/2004	3,184,246	12/12/2006	E&B Giftware LLC	5/12/2013
PLANT HUGGERS	76/427,648	7/5/2002	2,728,921	6/24/2003	E&B Giftware LLC	12/24/2009
STICKITY	76/166,627	11/16/2000	2,630,291	10/8/2002	E&B Giftware LLC	4/8/2009
MICRO MOVER	75/902,602	1/24/2000	2,583,149	6/18/2002	E&B Giftware LLC	12/18/2008
TECH TAG	76/244,528	4/20/2001	2,696,446	3/11/2003	E&B Giftware LLC	9/11/2009

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Expiration (if not renewed)
ZINGER	76/128,971	9/14/2000	2,492,471	9/25/2001	E&B Exercise LLC	3/25/2008
APD TECHNOLOGY	76/642,829	7/14/2005	3,242,808	5/15/2007	E&B Exercise LLC	11/15/2013
WALKING ADVANTAGE	76/615,912	10/13/2004	3,213,780	2/27/2007	E&B Exercise LLC	8/27/2013
ABSOLUTE CRUNCH	76/670,201	12/11/2006	3,346,650	12/4/2007	E&B Exercise LLC	5/4/2014
APD ACCURATE	76/669,091	11/16/2006	3,346,644	12/4/2007	E&B Exercise LLC	5/4/2014
WALKING WORLD	76/615,913	10/13/2004	3,167,132	11/7/2006	E&B Exercise LLC	5/7/2013
WALKING SHOP BY SPORTLINE	76/589,992	5/3/2004	3,131,593	8/22/2006	E&B Exercise LLC	2/22/2013
GO WALKING	76/594,882	6/1/2004	3,117,679	7/18/2006	E&B Exercise LLC	1/18/2013
WALKING SHOP	76/564,073	12/8/2003	3,098,558	5/30/2006	E&B Exercise LLC	11/30/2012
SPORTLINE	76/723,725	4/21/1988	1,526,602	2/28/1989	E&B Exercise LLC	6/28/2009
AVG	76/327,150	10/18/2001	2,722,426	6/3/2003	E&B Exercise LLC	12/3/2009
FIT FOR PERFORMANCE	76/228,828	3/22/2001	2,644,177	10/29/2002	E&B Exercise LLC	4/29/2009
VALEO	76/410,257	5/21/2002	2,865,503	7/20/2004	E&B Exercise LLC	1/20/2011
	75/232,009	1/27/1997	2,459,922	6/12/2001	E&B Exercise LLC	

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Expiration (if not renewed)
	75/232,013	1/27/1997	2,269,457	8/10/1999	E&B Exercise LLC	
	75/232,012	1/27/1997	2,265,344	7/27/1999	E&B Exercise LLC	
	75/232,011	1/27/1997	2,269,456	8/10/1999	E&B Exercise LLC	
OCELOT	75/214,908	12/18/1996	2,248,052	5/25/1999	E&B Exercise LLC	
OCELOT	75/214,907	12/18/1996	2,248,051	5/25/1999	E&B Exercise LLC	
OCELOT	75/214,906	12/18/1996	2,248,050	5/25/1999	E&B Exercise LLC	
VALEO	74/725,780	9/5/1995	1,990,089	7/30/1996	E&B Exercise LLC	
VALEO	74/723,821	9/1/1995	1,984,328	7/2/1996	E&B Exercise LLC	
VALEO	74/723,820	9/1/1995	1,993,497	8/13/1996	E&B Exercise LLC	
VALEO	74/723,811	9/1/1995	1,988,685	7/23/1996	E&B Exercise LLC	
TANKER	78/867,858	4/24/2006	3,350,135	12/04/07	E&B Exercise LLC	

State Trademark Registrations

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	State
VALEO			5800551	10-3-2007	E&B Exercise LLC	Wisconsin

Foreign Trademark Registrations

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Country
WALKING ADVANTAGE	1256611	5/5/2005	TMA677147	11/16/2006	E&B Exercise LLC	Canada
GO WALKING	1222935	7/8/2004	TMA655748	12/22/2005	E&B Exercise LLC	Canada
SPORTLINE	0724927	3/18/1993	TMA443005	5/19/1995	E&B Exercise LLC	Canada
SPORTLINE	1256610	5/5/2005	TMA697114	9/21/2007	E&B Exercise LLC	Canada
GO WALKING	3948296	7/23/2004	3948296	11/4/2005	E&B Exercise LLC	European Union (CTM)
SPORTLINE & Design	4084521	10/21/2004	4084521	1/9/2006	E&B Exercise LLC	European Union (CTM)
WALKING SHOP BY SPORTLINE	3903821	6/28/2004	3903821	9/29/2005	E&B Exercise LLC	European Union (CTM)
SPORTLINE	164343	3/29/1993	453344	3/2/1994	E&B Exercise LLC	Mexico
SPORTLINE	1511756	10/31/1994	1511756	9/29/1995	E&B Exercise LLC	United Kingdom
OCELOT	459289	1/21/1997	459289	2/9/1999	E&B Exercise LLC	European Union
VALEO	910314	4/25/2006		4/25/2006	E&B Exercise LLC	WIPO
VALEO			682824	10/9/1995	E&B Exercise LLC	India
VALEO			682825	10/9/1995	E&B Exercise LLC	India
VALEO			682826	10/9/1995	E&B Exercise LLC	India

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Country
L'OBJET & LE VIN	1945161	11/8/00	1945161	4/30/2002	E&B Giftware LLC	European Union (CTM)
SCHILDKRAUT		7/6/1985	1245559		StarCase (UK) Limited	United Kingdom
STARCASE		7/6/1985	1245560		StarCase (UK) Limited	United Kingdom
STARCASE		11/22/1986	1293446	8/30/1988	StarCase (UK) Limited	United Kingdom
STARCASE		11/22/1986	1293447	10/7/1988	StarCase (UK) Limited	United Kingdom
STARCASE		11/22/1986	1293448	11/4/1988	StarCase (UK) Limited	United Kingdom
GRAND PRIX		11/28/1989	1408787	7/26/1991	StarCase (UK) Limited	United Kingdom
GRAND PRIX		11/28/1989	1408788	6/21/1991	StarCase (UK) Limited	United Kingdom
SHAKESPEARE		12/15/1993	1556776	2/9/1996	StarCase (UK) Limited	United Kingdom
PERFECT SOLUTIONS		5/14/2002	2300429	8/8/2003	StarCase (UK) Limited	United Kingdom
PERFECT SOLUTIONS (Word & Device)		2/4/2003	2322723	2/6/2004	StarCase (UK) Limited	United Kingdom
THE PERFECT HUSBAND		12/19/2003	2351905	5/28/2004	StarCase (UK) Limited	United Kingdom
SOUL MATES SOULMATES		12/19/2003	2351906	5/28/04	StarCase (UK) Limited	United Kingdom
YOUR PERFECT PARTNER		12/19/2003	2351910	5/28/2004	StarCase (UK) Limited	United Kingdom

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Country
BACTIVE		10/28/2004	2376819	8/19/2005	StarCase (UK) Limited	United Kingdom
WAVE RUNNER		12/2/2004	2379460	5/20/2005	StarCase (UK) Limited	United Kingdom

2. TRADEMARK APPLICATIONS

U.S. Trademark Applications

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record
CONTROL-YOUR-MAN	76/675,700	4/19/2007			E&B Giftware LLC
CONTROL-YOUR-WOMAN	76/675,730	4/19/2007			E&B Giftware LLC
PERFECT SOLUTIONS	76/674,501	3/2/2007			E&B Giftware LLC
VOICEBOX! (Stylized)	76/673,490	3/2/2007			E&B Giftware LLC
QCLIPS	76/679,101	7/5/2007			E&B Giftware LLC
ULTIMATE SPORTS QUESTION & ANSWER TRIVIA	76/679,100	7/5/2007			E&B Giftware LLC
CORE-ROCKER	78/867,854	4/24/2006			E&B Exercise LLC
BODY <small>ACTIVATED</small>	76/686,997	2/21/2008			E&B Exercise LLC
GOAL TRACK	76/678,059	6/11/2007			E&B Exercise LLC

Foreign Trademark Applications

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Country
VALEO	1158957	2/1/2007			E&B Exercise LLC	Australia
VALEO	910314	4/26/2006			E&B Exercise LLC	Japan

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Country
VALEO	910314	4/25/2006			E&B Exercise LLC	Korea
VALEO	T0702371Z	2/1/2007			E&B Exercise LLC	Singapore
VALEO	T0702372H	2/1/2007			E&B Exercise LLC	Singapore
VALEO	T0702373F	2/1/2007			E&B Exercise LLC	Singapore
VALEO	T0702374D	2/1/2007			E&B Exercise LLC	Singapore
VALEO	T0702375B	2/1/2007			E&B Exercise LLC	Singapore
VALEO	910314	4/26/2006			E&B Exercise LLC	Antigua & Barbados
BACTIVE	230975	11/19/2004	230975		StarCase (UK) Limited	Ireland
FIT4LIFE	2472591	11/17/2007			StarCase (UK) Limited	United Kingdom
G A THE GOLF ACADEMY GIFTS AND TRAINING DEVICES FOR THE KEEN GOLFER & Design	2478454	1/31/2008			StarCase (UK) Limited	United Kingdom

3. IP LICENSES

None