

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
Croscill Acquisition, LLC		11/07/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Patriarch Partners Agency Services, LLC
Street Address:	227 West Trade Street, Suite 1400
Internal Address:	Attention: Loan Administration/Croscill
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1503043	CROSCILL
Registration Number:	1186826	CROSCILL
Registration Number:	0380816	CROSCILL
Registration Number:	3421946	CROSCILL WHITE LABEL
Registration Number:	2798495	EMBASSY ROW BY CROSCILL
Registration Number:	2755192	IT'S IN THE DETAILS
Registration Number:	3304811	WHITE LABEL CROSCILL
Registration Number:	0719387	YOUNG ROMANTICS

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404.581.8620
 Email: clkiedrowski@jonesday.com

CH \$215.00 1503043

Correspondent Name: Carrie L. Kiedrowski
Address Line 1: 1420 Peachtree Street, N.E., Ste. 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	223194-605006
NAME OF SUBMITTER:	Carrie L. Kiedrowski
Signature:	/Carrie L. Kiedrowski/
Date:	11/26/2008

Total Attachments: 7

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(PATENTS & TRADEMARKS)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS & TRADEMARKS) (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated November 7, 2008, is made by Croscill Acquisition, LLC, a Delaware limited liability company (the "Grantor") in favor of Patriarch Partners Agency Services, LLC ("PPAS"), as agent (the "Agent") for the Lenders (as defined below).

WHEREAS, Grantor has entered into a Credit Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with PPAS, as Agent, and the lenders party thereto (the "Lenders"). Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of advances, Grantor shall have executed that certain Security Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") by Grantor in favor of the Agent for the benefit of the Lenders and the Agent.

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain intellectual property of Grantor to the Agent for the ratable benefit of the Lenders, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit A hereto but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");
- (b) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach;
- (c) the United States, international and foreign patents, patent applications, utility models, and statutory invention registrations set forth on Exhibit B hereto (the "Patents");
- (d) any and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations of the Patents, all inventions in the Patents, and all rights provided in the Patents by international treaties or conventions and all improvements thereto; and

(e) any and all proceeds of the foregoing.

Section 2. Submission to Jurisdiction. Each of the Lenders, Agent and Grantor hereby (a) agrees that any Action with respect to this Agreement may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any Action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any Action by the mailing of copies of the process to the parties hereto as provided in the Credit Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 3. Waiver of Jury Trial. Each of the Lenders, Agent and Grantor hereby waives any right to a trial by jury in any Action to enforce or defend any right under this Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this Agreement and agrees that any Action will be tried before a court and not before a jury.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all 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.

Section 6. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its manager thereunto duly authorized as of the date first above written.

CROSCILL ACQUISITION, LLC

By: 

Lynn Tilton, Manager

Exhibit A: Trademarks

Mark	Jurisdiction	Class Type	Registration No.	Expiration Date
CROSCILL	Argentina	Goods	1972845	3/5/2014
CROSCILL	Argentina	Goods	1972846	3/5/2014
CROSCILL	Australia	Goods	594578	1/22/2010
CROSCILL	Australia	Goods	594577	1/22/2010
CROSCILL	Austria	Goods	157/544	4/30/2015
CROSCILL	Benelux	Goods	525203	8/13/2012
CROSCILL	Brazil	Goods	817027874	3/29/2014
CROSCILL	Brazil	Goods	817027866	3/29/2014
CROSCILL	Canada	Goods	452265	12/22/2010
CROSCILL	Canada	Goods	420227	12/3/2008
CROSCILL	China P.R.	Goods	928827	1/13/2017
CROSCILL	Denmark	Goods	VR 02.885 1990	5/4/2000
CROSCILL	Finland	Goods	140241	9/20/2015
CROSCILL	France	Goods	1527162	1/25/1999
CROSCILL	Great Britain	Goods	2005499	12/23/2014
CROSCILL	Great Britain	Goods	1370617	1/19/2016
CROSCILL	Germany	Goods	39504823	2/28/2015
CROSCILL	Greece	Goods	124528	5/29/2015
CROSCILL	Hong Kong	Goods	199508091	12/31/2013
CROSCILL	Hong Kong	Goods	199508090	12/31/2013
CROSCILL	India	Goods	660150	3/22/2015
CROSCILL	Indonesia	Goods	IDM000045204	3/22/2015
CROSCILL	Ireland	Goods	163995	1/12/2012
CROSCILL	Ireland	Goods	130325	1/23/2010
CROSCILL	Israel	Goods	96503	1/13/2016
CROSCILL	Italy	Goods	725831	4/12/2015
CROSCILL	Japan	Goods	3097507	11/30/2015
CROSCILL	Japan	Goods	3090893	10/31/2015
CROSCILL	Korea South	Goods	287668	3/29/2014
CROSCILL	Kuwait	Goods	28777	9/27/2015
CROSCILL	Mexico	Goods	434798	12/14/2012
CROSCILL	Mexico	Goods	447083	12/14/2012
CROSCILL	Mexico	Goods	754012	5/30/2012
CROSCILL	Mexico	Goods	754013	5/30/2012
CROSCILL	Mexico	Goods	754011	5/30/2012
CROSCILL	Mexico	Goods	516556	1/17/2015
CROSCILL	New Zealand	Goods	224397	1/22/2014
CROSCILL	New Zealand	Goods	224398	1/22/2014
CROSCILL	Norway	Goods	176789	9/19/2016
CROSCILL	Panama	Goods	159507	3/6/2017
CROSCILL	Panama	Goods	159508	3/6/2017
CROSCILL	Peru	Goods	19019	8/29/2015
CROSCILL	Peru	Goods	19018	8/29/2015

Mark	Jurisdiction	Class Type	Registration No.	Expiration Date
CROSCILL	Philippines	Goods		
CROSCILL	Portugal	Goods	307133	3/12/2018
CROSCILL	Saudi Arabia	Goods	417/91	4/27/2014
CROSCILL	Singapore	Goods	S/T93/00335B	1/14/2013
CROSCILL	Singapore	Goods	S/T93/00336J	1/14/2013
CROSCILL	Slovak Republic	Goods	182027	2/21/2015
CROSCILL	South Africa	Goods	93/2366	3/25/2013
CROSCILL	Spain	Goods	1948561	2/17/2015
CROSCILL	Sweden	Goods	219532	11/23/2010
CROSCILL	Switzerland	Goods	P443375	1/27/2015
CROSCILL	Switzerland	Goods	371618	1/25/2009
CROSCILL	Taiwan	Goods	630253	1/31/2014
CROSCILL	Thailand	Goods	TM18089	6/30/2013
CROSCILL	United States	Goods	1503043	9/6/2018
CROSCILL	United States	Goods	1186826	1/19/2012
CROSCILL	United States	Goods	380816	9/3/2010
CROSCILL WHITE LABEL and Design	United States	Goods	3421946	5/6/2018
EMBASSY ROW BY CROSCILL	United States	Goods	2798495	12/23/2013
IT'S IN THE DETAILS	United States	Goods	2755192	8/26/2013
WHITE LABEL CROSCILL & Cross Design	United States	Goods	3304811	10/2/2017
YOUNG ROMANTICS	United States	Goods	719387	8/1/2011
CROSCILL	Venezuela	Goods	P182686	1/5/2016
CROSCILL WHITE LABEL	United States	Goods	3421946	2/19/2008

The following Trademarks are not registered in any jurisdiction:

CROSCILL (AND LOGO)
CROSCILL AND DESIGN
CROSCILL HOME
CROSCILL CLASSIC
CROSCILL COTTON
CROSCILL CHAPEL HILL
CROSCILL EMBASSY ROW
ALPINE
BELIZE
BOULEVARD
BRAZIL
CATALINA
CHAMOMILE
CHRISTINA
COLBURN
COVENT GARDEN
DESIREE
EL PASO
EMBARCADERO

GALLERIA
HARVEST MANOR GOLD
HARVEST MANOR RED
JACKSON
KAUAI
KRISTIN
LEWIS
LUMINOUS
LUX COVERLET
LYON
MADEIRA
MARIN
MEDICI
MIRROR LAKE
ONYX
PICCADILLY
PORTLAND STRIPE
RAVELLO
ROYALTON

SAFARI
SANTA CRUZ
SANTA FE
SASHA
SCOTTSDALE
SKYLINE
STERLING ROSE
SUMMER BREEZE
TELEGRAPH
TOPAZ
TOWNHOUSE
VINTAGE ROSE
BALI
BAROCCO SCROLL
BEACH HAVEN
BOULEVARD
CHAMPAGNE POPPIES
CHESHIRE
DAVINCI

DESTON
DEVONSHIRE
DORSET
ESTATE
EXCELSIOR
HARVEST MANOR
IVY ARBOR
KEY LARGO
LADERA
LEILANI
METRO
MINERALE
MONOGRAM
NEPTUNE'S
GRASSES
PORTOFINO
REGINA GLASS
ROMANZA
ROSE GARDEN
SAMOA
SIGNATURE
LACQUERWARE
SOUTH SEA BREEZE
SPA LEAF

SPENCER TENSION ROD
STERLING ROSE
TASSY
WHITE LABEL LUCITE
BLONDELL
CARNEY
CAROLINA
CHEVRON CHENILLE
DELANCEY
DOLCE VITA
EDGEWATER PARK
JASPE
MONICA
MONICA SHEER
OAKRIDGE
ORNAMENTAL BEADS
PEARL RIBBON
RICE PAPER
SALENTO
SHEER MIST
TELLURIDE
DALTON TASSELS
GRACE TASSELS
LUSTER TASSELS

PEARL TASSELS
TELLURIDE TASSELS
VENETIAN TASSELS
WICKER TASSELS
CHAPIN HARDWARE
EUPHRATES HARDWARE
HAWKINS HARDWARE
LANDAU HARDWARE
MIRAGE HARDWARE
MONTROSE HARDWARE
ROMANZA HARDWARE
SEVILLE HARDWARE
SIERRA HARDWARE
SPENCER TENSION ROD
TULLAMORE HARDWARE
LEWIS
LUX COVERLET
LYON
AQUA ROYAL PET BED
BLACK & WHITE ROYAL
CAMEL ROYAL
DONUT - RED SCROLL
DONUT BED

Exhibit B: Patents

None.