

TO: KIMBERLY B. HERMAN, ESQ. COMPANY: ONE POST OFFICE SQUARE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

05/01/2009
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SC Publishing, Inc.		04/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	national bank: , U.S.A.		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1843051	WESTERN SCHOOLS	
Registration Number:	1878470	W	
Registration Number:	2178916	FASTRAX	
Registration Number:	1587057	AHI AMERICAN HEALTHCARE INSTITUTE	
Registration Number:	1688003	WESTERN SCHOOLS	
CORRESPONDENCE DATA			
Fax Number:	(617)338-2880		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617 338 2943		
Email:	dcluffetall@sandw.com		
Correspondent Name:	Kimberly B. Herman, Esq.		
Address Line 1:	One Post Office Square		
Address Line 2:	Sullivan & Worcester LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	20258.1		

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NAME OF SUBMITTER:	Deborah A. Cluffetelli
Signature:	/D. A. Cluffetelli/
Date:	05/01/2009
Total Attachments: 19 source=Collateral Assignment of Patents and Trademarks (B0878771)#page1.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page2.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page3.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page4.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page5.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page6.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page7.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page8.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page9.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page10.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page11.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page12.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page13.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page14.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page15.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page16.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page17.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page18.tif source=Collateral Assignment of Patents and Trademarks (B0878771)#page19.tif	

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**AMENDED AND RESTATED
COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS**

This AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS (hereinafter referred to as the "Assignment") made this 30th day of April, 2009, by and between SPECIALTY CATALOG CORP., a Delaware corporation (the "Company"), SC CORPORATION, a Delaware corporation, SC PUBLISHING, INC., a Delaware corporation, SC LICENSING CORP., a Massachusetts corporation, ROYAL ADVERTISING & MARKETING, INC., a Massachusetts corporation, DAXBOURNE INTERNATIONAL LIMITED, a corporation of England and Wales ("Daxbourne"), the Company's direct and indirect subsidiaries from time to time party hereto (each, together with the Company, an "Obligor" and, collectively, the "Obligors"), and BANK OF AMERICA, N.A., a national bank having an office at 100 Federal Street, Boston, Massachusetts 02110, as agent for the Lenders (in such capacity, the "Agent") under (and as defined in) that certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended, amended and restated, modified or supplemented from time to time, the "Credit Agreement").

WHEREAS, certain Obligors named above and the Agent (as successor by merger to LaSalle Bank National Association) are parties to a certain Collateral Assignment of Patents and Trademarks dated as of February 4, 2005 (the "Existing Agreement"), and wish to amend and restate the Existing Agreement in its entirety;

WHEREAS, certain Obligors have entered into the Credit Agreement, pursuant to and subject to the terms and conditions of which the Lenders have agreed to make advances to the Obligors and issue letters of credit for the account of such Obligors; ~~and~~ ~~the~~ ~~Agent~~ ~~has~~ ~~agreed~~ ~~to~~ ~~make~~ ~~advances~~ ~~to~~ ~~the~~ ~~Obligors~~ ~~and~~ ~~issue~~ ~~letters~~ ~~of~~ ~~credit~~ ~~for~~ ~~the~~ ~~account~~ ~~of~~ ~~such~~ ~~Obligors~~; ~~and~~ ~~the~~ ~~Agent~~ ~~has~~ ~~agreed~~ ~~to~~ ~~make~~ ~~advances~~ ~~to~~ ~~the~~ ~~Obligors~~ ~~and~~ ~~issue~~ ~~letters~~ ~~of~~ ~~credit~~ ~~for~~ ~~the~~ ~~account~~ ~~of~~ ~~such~~ ~~Obligors~~; Agreement of even date herewith, among the Obligors and the Agent (as the same may be amended, amended and restated, modified or supplemented from time to time, the "Security Agreement"), pursuant to which the Obligors have granted to the Agent a security interest in certain collateral of the Obligors and have agreed to execute and cause to be filed further documents required to be recorded or filed, in order to perfect and maintain the security interests granted under the Security Agreement; and

WHEREAS, the Obligors have also agreed to execute and deliver this Assignment and to collaterally assign the Collateral (as hereafter defined) to secure the Obligors' obligations under the Credit Agreement, including, without limitation, their obligations under the Revolving Credit Notes (as defined in the Credit Agreement) and the Term Notes (as defined in the Credit Agreement) and to place in the public record of the Patent and Trademark Office the collateral assignment granted hereunder;

NOW, THEREFORE, for good and valuable consideration, and to secure the payment and performance of all the Obligations (as defined in the Credit Agreement), the parties hereto agree to amend and restate the Existing Agreement as follows:

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Section 1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings prescribed therefor in the Credit Agreement, or if not therein defined, in the Security Agreement. The following terms, as used herein, shall have the following respective meanings:

"Patent and Trademark Office" means the United States Patent and Trademark Office.

"Patent License" means all agreements, whether written or oral, providing for the grant by the Obligors of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements described in Schedule I hereto.

"Patents" means all patents and patent applications (including each patent and patent application described on Schedule I hereto), including without limitation, the inventions and improvements described therein, together with the reissues, divisions, continuations, renewals, extensions, and continuations in part thereof.

"Trademark License" means any agreement, whether written or oral, providing for the grant by the Obligors of any right to use any Trademark, including, without limitation, the agreements described in Schedule I hereto.

"Trademarks" means all of the following to the extent owned by the Obligors: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, now existing or hereafter acquired or adopted, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule I hereto, and all reissues, extensions or renewals thereof.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect in the State of New York from time to time.

Section 2. Collateral Assignment. In order to secure the prompt and complete payment and performance of all the Obligations, and in furtherance and as confirmation of the security interests granted by the Obligors under the Security Agreement, each Obligor does hereby assign and hypothecate as collateral security to the Agent, for the ratable and equitable benefit of the Lenders, all of such Obligor's right, title and interest in, to and under the following property, whether presently existing or hereafter arising or acquired, excluding however all Excluded Property (collectively, the "Collateral"):

- (a) all Patents;
- (b) all Patent Licenses;
- (c) all proceeds and products of each Patent and Patent License, including without limitation, all income, royalties, damages and payments now or hereafter due

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and/or payable with respect to any Patent or Patent License, including damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (the property and rights described in clauses (a) through (c), being collectively referred to as the "Patent Collateral");

(d) all Trademarks;

(e) all Trademark Licenses;

(f) all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License;

(g) all products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by the Obligors against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, the Trademarks referred to in Schedule I hereto, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License (the property and rights described in clauses (d) through (g) being collectively referred to as the "Trademark Collateral");

(h) inventions, processes, production methods, proprietary information, know-how and trade secrets used or useful in the business of the Obligors ("Trade Secrets");

(i) to the extent assignable pursuant to their terms (with any required consent), licenses or user or other agreements granted to the Obligors with respect to any of the Patent Collateral, Trademark Collateral and the Trade Secrets, excluding however all Excluded Property (collectively, the "Licensed Rights");

(j) information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, catalogs, computer and automatic machinery software and programs and the like pertaining to the business of the Obligors;

(k) field repair data, sales data, and other information relating to sales or service of products now or hereafter manufactured;

(l) accounting information and all media in which or on which any of the information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data;

(m) causes of action, claims and warranties now or hereafter owned or acquired by such Obligor in respect of any of the items listed above; and

(n) all proceeds of any of the items described in clauses (a) through (m).

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Section 3. Representations and Warranties. As an inducement to the Agent to enter into this Assignment, each Obligor makes the following representations and warranties, as of the date hereof, or as of the most recent anniversary of this Agreement, as the case may be:

(a) Schedule I sets forth a complete and correct list of all registered Patents, registered Trademarks and applications for registration for Patents and Trademarks in which such Obligor has any right, title or interest; said Patents and Trademarks are valid, subsisting, unexpired and in full force and effect, have not been adjudged invalid or unenforceable, in whole or in part, and have not been abandoned; to the best of such Obligor's knowledge, no holding, decision or judgment has been rendered by any governmental authorities which would be reasonably likely to limit, cancel or question the validity of any Patent or Trademark.

(b) The Obligors are the sole beneficial owners of the Collateral, and are duly licensed to use the Licensed Rights, and, except for Permitted Encumbrances, no Encumbrance exists upon any Collateral at any time except for the collateral assignment thereof in favor of the Agent provided for herein, which collateral assignment and security interest constitutes a first priority perfected security interest in all of the Collateral.

(c) Except pursuant to Trademark Licenses and Patent Licenses entered into by the Obligors in the ordinary course of business, or which are listed in Schedule I, the Obligors own and possess the exclusive right to use, and has done nothing to authorize or enable any other Person to use, the Patents and Trademarks listed on Schedule I.

(d) Except as otherwise disclosed in the Credit Agreement (including Exhibit C thereto), there is no infringement by others of any material right of such Obligor with respect to any Patent or Trademark listed on Schedule I, such Obligor is not infringing in any respect upon any patent or trademark of any other Person, and no proceedings have been instituted or pending against such Obligor, or to such Obligor's knowledge, threatened, alleging any such violation or seeking to limit, cancel or question the validity of any such Patent or Trademark.

(e) All applications pertaining to the Patents and Trademarks have been duly and properly filed, and all registrations or letters pertaining to such Patents and Trademarks have been properly filed and issued, in all material respects.

Section 4. Defense of Collateral, Etc. The Obligors agree that they will at their expense forever warrant and, at the Agent's request, defend the Collateral from any and all claims and demands of any other Person; provided, however, nothing herein shall prevent the Obligors in the exercise of their reasonable business judgment from determining that it is in the best interest of the Obligors to abandon any item of Collateral or to refrain from defending any item of Collateral against such claims or demands (the foregoing prerogative of the Board of Directors of the Obligors is sometimes referred to herein as the "Business Judgment Exception"). The Obligors hereby agree to pay, indemnify, and hold the Agent and the Lenders harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses of disbursements of any kind or nature whatsoever with respect to the

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Collateral, including, without limitation, claims of patent or trademark infringement, provided that the Obligors shall have no obligation hereunder to indemnify the Agent or any Lender to the extent the matter to be indemnified against was caused by the indemnified party's gross negligence or willful misconduct.

Section 5. Continued Use of Patents and Trademarks, Etc. (a) During the term of this Assignment the Obligors shall (i) employ consistent standards of quality in their manufacture of products and delivery of services sold or provided under the Trademarks (and shall do any and all acts reasonably required by the Agent to ensure the Obligors' compliance with such standards), (ii) employ the appropriate notice of such Trademarks in connection with its use of such Trademarks, (iii) subject to the Business Judgment Exception, use each Trademark in such a manner as to maintain such Trademark in full force free from any claim or abandonment for non-use and (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Agent shall obtain a perfected security interest in such mark pursuant to this Assignment. The Obligors hereby grant to the Agent and its employees and agents the right, during regular business hours and upon reasonable notice if no Event of Default has occurred and is occurring, to visit the Obligors' plants and facilities which manufacture, inspect or store products or which provide services sold under any of the Trademarks, and to inspect the products or monitor the services and quality control records relating thereto at reasonable times during regular business hours; provided, however, if an Event of Default has occurred and is ongoing, Agent shall have such rights of visitation and inspection at any time and without prior notice. The Obligors confirm their commitment to take any and all actions reasonably required by the Agent to ensure the maintenance of quality standards for such products and services.

(b) Subject to the Business Judgment Exception, the Obligors agree to maintain the registration of the Patents and Trademarks listed on Schedule I hereto in full force and effect by taking any action which they believe necessary, through attorneys of their choice, all at its expense. In the event that any Patent or Trademark is infringed by a third Person, so as to have a material adverse effect on the Obligors, or if such infringement gives rise to litigation or to the filing of a claim or notice of opposition with the Patent and Trademark Office, the Obligors shall promptly notify the Agent and, subject to the Business Judgment Exception, shall take such actions as may be reasonably required to terminate such infringement. Any damages recovered from the infringing party shall be deemed to be part of the Collateral.

(c) The Obligors shall promptly notify the Agent of the institution of, and any adverse determination in, any proceeding in the Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding the Obligors' claim of ownership in any of the Patents or Trademarks.

(d) The Obligors shall promptly notify the Agent if they know, or have reason to know, that any application or registration relating to any Patent or Trademark may become abandoned or of any adverse determination or development, other than non-final determinations of any such office or court, regarding the Obligors' ownership of any Patent or Trademark or their right to register the same or to keep and maintain the same.

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Section 6. No Assignments, Etc. The Obligors shall not, except as otherwise permitted by the Credit Agreement, grant, create or permit to exist any Encumbrance upon the Collateral in favor of any other Person, or assign this Assignment or any rights in the Collateral or the material protected thereby without, in either case, the prior written approval of the Agent and such attempted Encumbrance or assignment shall be void ab initio.

Section 7. Continuing Liability. The Obligors hereby expressly agree that, anything herein to the contrary notwithstanding, they shall remain liable under each license, interest and obligation collateral assigned to the Agent hereunder to observe and perform all the conditions and obligations to be observed and performed by the Obligors thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Agent shall not have any obligation or liability under any such license, interest or obligation by reason of or arising out of this Assignment or the collateral assignment thereof to the Agent or the receipt by the Agent of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Agent be required or obligated in any manner to perform or fulfill any of the obligations of the Obligors thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

Section 8. New Patents and Trademarks. If, before the Obligations shall have been satisfied in full and the Commitments of all of the Lenders terminated, the Obligors, become entitled to the benefit of (i) any Patent application or Patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent listed on Schedule I or any Improvement on any such Patent, or (ii) any new Trademark registration or application therefor, the Obligors shall give to the Agent prompt notice thereof in writing, but no later than the next date that is an anniversary of the date of this Agreement, and, to the extent any of the foregoing is not Excluded Property, shall on such anniversary execute and deliver, and file with the Patent and Trademark Office, a modification of this Assignment amending Schedule I hereto to include such new Patent or Trademark registration or application thereon. Notwithstanding the foregoing, the Obligors hereby irrevocably appoint the Agent their true and lawful attorney (such appointment coupled with an interest), with full power of substitution, to execute an amendment of this Assignment on behalf of the Obligors amending Schedule I hereto to include such new Patent or Trademark registration or application, to the extent any of the foregoing is not Excluded Property.

Section 9. Retention of Rights. Unless and until an Event of Default shall have occurred and be continuing, but subject to the terms and conditions of this Assignment, the Obligors shall retain the legal and equitable title to the Collateral and shall have the right to use the Collateral in the ordinary course of their business and all goodwill associated with the Trademarks shall accrue to the Obligors as if they had not made the collateral assignment hereunder.

Section 10. Remedies. (a) If an Event of Default under the Credit Agreement has occurred and is continuing the Agent may exercise, in addition to all rights and remedies granted to it in this Assignment and the other Loan Documents, all rights and remedies of a secured party under the Uniform Commercial Code and other applicable law, provided that the Agent shall

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give the Obligors not less than ten (10) Business Days' prior written notice of the time and place of any public sale or of the time after which any private sale or other intended disposition is to be made of any of the Collateral. The Obligors agrees that such notice constitutes "reasonable notification" within the meaning of Section 9-504(3) of the Uniform Commercial Code.

(b) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing,

(i) the Agent may license, or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Patents or Trademarks included in the Collateral throughout the world for such term or terms, on such conditions and in such manner as the Agent shall in its sole discretion determine, the proceeds of such license or sublicense to be applied to the payment of the Obligations;

(ii) the Agent may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Obligors in, to and under any Patent Licenses or Trademark Licenses and take or refrain from taking any action under any thereof, and the Obligors hereby release the Agent from, and agree to hold the Agent free and harmless from and against, any claims arising out of any lawful action so taken or omitted to be taken with respect thereto other than any claims arising by reason of its own gross negligence or willful misconduct; and

(iii) upon request by the Agent, the Obligors will execute and deliver to the Agent a power of attorney, in addition to and supplemental to that set forth in Sections 12 and 8 hereof, in form and substance reasonably satisfactory to the Agent, for the implementation of any lease, assignment, license, sublicense, a grant of option, sale or other disposition of a Patent or a Trademark, provided, however, that in the event of any disposition pursuant to this Section 10, the Obligors shall supply its know how and expertise relating to the manufacture and sale of the products bearing, or services sold utilizing, Trademarks, and its customer lists and other records relating to such Trademarks and to the distribution of said products and sale of such services, to the Agent.

Section 11. Grant of License to Use Intangibles. For the purpose of enabling the Agent to exercise rights and remedies under Section 10 hereof at such time as the Agent shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Obligors hereby grant to the Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Obligors) to use, assign, license or sublicense any of the Collateral, whether now owned or hereafter acquired by the Obligors, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof. The Agent shall have no duty as to the protection of Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Agent may exercise its rights with respect to any portion of the Collateral without resorting or regard to other Collateral or sources of reimbursement for liability. Notwithstanding anything contained herein to the contrary, so long

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as no Event of Default shall have occurred and be continuing, the Obligors shall be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Collateral in the ordinary course of business of the Obligors. In furtherance of the foregoing, unless an Event of Default shall have occurred and be continuing, the Agent shall from time to time, upon the request of the respective Obligor, execute and deliver any instruments, certificates or other documents, in the form so requested, that such Obligor shall have certified are appropriate (in its judgment) to allow it to take any action permitted above (including relinquishment of the license provided pursuant to the first sentence of this Section as to any specific item of Collateral). Further, upon payment in full of all of the Obligations and cancellation or termination of the Commitments or earlier expiration of this Assignment or release of the Collateral, the Agent shall grant back to the Borrowers the license granted pursuant to the first sentence of this Section.

Section 12. Power of Attorney. The Obligors hereby irrevocably appoint the Agent their true and lawful attorney (such appointment coupled with an interest), with full power of substitution, in the name of the Obligors, the Agent, or otherwise, for the sole use and benefit of the Agent, but at the Obligors' expense, to exercise (to the extent permitted by law), at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

- (a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof;
- (b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;
- (c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Agent were the absolute owner thereof;
- (d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto;

provided, however, that the Agent shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto.

Section 13. Further Assurances. The Obligors will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement, notice or other paper and take any other action that the Agent may from time to time reasonably determine to be necessary or desirable in order to create, preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the Collateral or to enable the Agent to obtain the full benefits of this Assignment, or to enable the Agent to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the Collateral. At the reasonable request of the Agent, the Obligors will use reasonable efforts to obtain the consent of any Person that is necessary or desirable to effect the pledge hereunder of any right, title, claims and benefits now owned or hereafter acquired by any Obligors in and to any Collateral. To the extent permitted by

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law, the Obligors hereby authorize the Agent to execute, file and record notices, financing statements or continuation statements without the Obligors' signature appearing thereon. The Obligors agree that a carbon, photographic or other reproduction of this Assignment or of a financing statement is sufficient as a notice or financing statement. The Obligors shall pay the costs of, or incidental to, any recording or filing of any notice or financing or continuation statements concerning the Collateral.

Section 14. Notices. All notices under this Assignment shall be in writing, and shall be given and shall be effective in accordance with the Credit Agreement.

Section 15. Severability. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 16. No Waiver; Cumulative Remedies. The Agent shall not, by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Agent, and then only to the extent therein set forth. A waiver by the Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent would otherwise have had on any other occasion. No failure to exercise nor any delay in exercising on the part of the Agent any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

Section 17. Waivers; Amendments. None of the terms and provisions of this Assignment may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

Section 18. Limitation by Law. All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable in whole or in part or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

Section 19. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Obligors, their respective successors and assigns, and shall be binding upon and inure to the benefit of and be enforceable by the Agent, the Lenders and their respective successors and assigns; provided that the Obligors may not assign or transfer its rights or obligations hereunder.

Section 20. Termination. Upon the payment in full of all Obligations and termination of the Commitments of all of the Lenders, the collateral assignment made hereunder shall terminate and all rights to the Collateral shall revert to the Obligors and the Agent will execute, and hereby

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authorizes any Obligor to execute and deliver, record or file, all such documents as may be reasonably requested by the Obligors to release such security interests and to terminate such collateral assignment and to reassign the Patents and Trademarks to the Obligors (without representation or warranty). If, after the collateral assignment made hereunder is terminated, payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Agent upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Obligors or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Obligors or any substantial part of their property, or otherwise, the collateral assignment made hereunder and all rights of the Agent to the Collateral shall be reinstated, all as though such payments had not been made.

Section 21. Governing Law. THIS ASSIGNMENT IS A CONTRACT UNDER THE LAWS OF THE STATE OF NEW YORK AND SHALL FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF SAID STATE (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW). THE OBLIGORS HEREBY CONSENT TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF IN CONNECTION WITH ANY ACTION TO ENFORCE THE RIGHTS OF THE AGENT UNDER THIS ASSIGNMENT. TO THE EXTENT PERMITTED BY LAW, THE OBLIGORS IRREVOCABLY WAIVE ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION BROUGHT IN THE COURTS REFERRED TO IN THE PRECEDING SENTENCE AND HEREBY IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH ACTION THAT SUCH ACTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

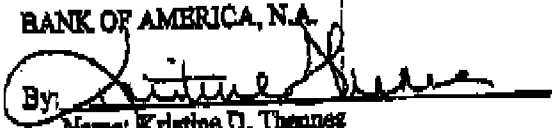
Section 22. Waiver of Jury Trial. EACH OF THE OBLIGORS AND THE AGENT HEREBY WAIVE ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS ASSIGNMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. EXCEPT AS PROHIBITED BY LAW, EACH OF THE OBLIGORS AND THE AGENT HEREBY WAIVE ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION REFERRED TO IN THE PRECEDING SENTENCE ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE OBLIGORS (a) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE AGENT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE AGENT WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (b) ACKNOWLEDGE THAT THE AGENT HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BECAUSE OF, AMONG OTHER THINGS, THE OBLIGORS' WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.

Section 23. COUNTERPARTS. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Assignment by signing any such counterpart.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as an instrument under seal as of the date first written above.

BANK OF AMERICA, N.A.

By: 

Name: Kristine D. Thomas
Title: Vice President

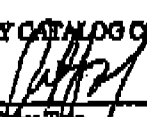
(Signature Page to AER Collateral Assignment of Patents and Trademarks)

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SPECIALTY CATALOG CORP.

By: 
Name: Peter Tulp
Title: Senior Vice President, Chief Financial
Officer, Secretary and Treasurer


SC CORPORATION

By: 
Name: Peter Tulp
Title: Senior Vice President, Chief Financial
Officer, Secretary and Treasurer

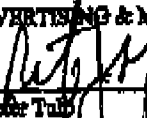
SC PUBLISHING, INC.

By: 
Name: Peter Tulp
Title: Senior Vice President, Chief Financial
Officer, Secretary and Treasurer

SC LICENSING CORP.

By: 
Name: Peter Tulp
Title: Senior Vice President, Chief Financial
Officer, Secretary and Treasurer

ROYAL ADVERTISING & MARKETING, INC.

By: 
Name: Peter Tulp
Title: Senior Vice President, Chief Financial
Officer, Secretary and Treasurer

[Signature Page to A&R Collateral Assignment of Patents and Trademarks]

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DAXBOURNE INTERNATIONAL LIMITED

By: *Sandra Bosola*
Name: Sandra Bosola
Title: Director

(Signature Page to A&E Colateral Assignment of Patents and Trademarks)

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Schedule I

TRADEMARKS AND PATENTS



SC Licensing Corp.

Paula Young	1,341,870	18 June 1985
Paula Young - Canada	TMA699770	30 October 2007
Especially Yours	2,067,348	3 June 1997
Christine Jordan	2,216,045	5 January 1999
Salon Silhouettes (sm)	2,340,773	11 April 2000
Celebrity Secrets	1,853,184	6 September 1994
Cool N' Lite	2,264,457	27 July 1999
Heart of Gold	2,899,428	2 November 2004
Young At Heart	2,830,015	6 April 2004
Beauty In Motion	3,272,233	31 July 2007
Hot Hair	3,268,962	24 July 2007

SC Licensing Corp. - marks
registered in the United Kingdom

Paula Young	2,165,220	29 April 1998
Celebrity Secrets	2,165,222	29 April 1998
Christine Jordan	2,165,224	30 October 1998

SC Publishing, Inc.

Western Schools (sm)	1,643,051	30 April 1991
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W and Design (sm)	1,652,660	30 July 1991
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W and Design (tm)	1,678,470	10 March 1992
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Western Schools (tm)	1,699,003	7 July 1992
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FasTrax	2,178,916	4 August 1998
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AHI AMERICAN HEALTHCARE INSTITUE	1,567,057	21 November 1989
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SC Publishing, Inc. - marks
registered in California

Western Schools (sm)	036,679	3 May 1990
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Western Schools (tm)	092,256	3 May 1990
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Western Schools (tm)	037,549	1 October 1990
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W and Design (sm)	037,550	1 October 1990
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W and Design (tm)	093,041	
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SC Direct, Inc. Patent

Style Enhancers	5,873,373	23 February 1999
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Dexbourne International Limited
(the trademarks listed below have
been reentered with TO)

Natural Image	1,512,456	05-11-93
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Jacqueline Collection	1,173,773	04-22-82
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Jacqueline Collection (Words &
Design)

1,238,524

07-20-90

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**SC Licensing Corp. - Abandoned
and Expired Trademarks**

HotLocks	2,458,659	5 June 1991
Snap-A-Do	2,065,623	27 May 1997
Paula's Hatbox	2,103,628	7 October 1997
Wigs by Paula-Canada	392,042	20 December 1991
Alexandria	2,759,057	2 September 2003
Astoria	2,695,956	11 March 2003
Brussels	2,764,382	16 September 2003
Emily	2,691,218	25 February 2003
Ivy	2,695,958	11 March 2003
Lite Touch	2,756,384	26 August 2003
London	7,827,832	30 March 2004
Marlgold	2,697,969	18 March 2003
Paris	2,811,949	3 February 2004
Rose	2,764,394	16 September 2003
Genie	2,691,217	25 February 2003
Sapphire	2,695,957	11 March 2003
Allure	2,761,752	9 September 2003
Abby	2,764,381	16 September 2003
Colleen	2,764,383	16 September 2003
Gentry II	2,764,384	16 September 2003
Brittany	2,766,884	23 September 2003
Petite Passion	2,781,975	11 November 2003

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TRADEMARK
REEL: 003983 FRAME: 0158

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Sweet Nothing	2,686,805	11 February 2003
Trisha	2,750,597	12 August 2003

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LICENSES

1. Trademark License Agreement, made and entered into as of 1st day of January, 2003, by and between Specialty Catalog Corp. and Hann Carr, Inc. and extended by letter agreement dated August 6, 2006. (Diahann Carroll).
2. Marketing and License Agreement made and entered into as of 20th day of August, 2007, by and between Specialty Catalog Corp. and Pattonium, Inc. for the services of Patti LaBelle.
3. Merchandise License Agreement, made and entered into as of 15th day of March, 2008, by and between Specialty Catalog Corp. and Jaelyn Smith International for the services of Jaelyn Smith.
4. Letter Agreement, dated as of May, 26, 2004, by and between SC Direct, Inc. and Imilis Limited (New Hair).
5. Letter dated February 1st, 2001, between SC Direct, Inc. and Kaneka Corporation. (Kaneka designated the trademark "Whisperlite" on an exclusive basis to SC Direct, Inc. for the use on hair goods made of 100% Kaneka fiber).
6. Letter Agreement, dated February 4, 2003, by and between Dalim and SC Direct, Inc. Dalim is the only factory with permission to manufacture "SofTouch" products for SC Direct, Inc. SC Direct, Inc. has exclusive rights to the "SofTouch" name. The SofTouch technology, also known as Dermafix, is patented by NJ Diffusion.
7. International Sales Licensing Agreement by and between Daxbourne International Limited and Tien Versand GmbH of Germany that allows Tien Versand to distribute certain Daxbourne wig products, for which a royalty is paid. At this time there is no formal agreement in place.