

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
Sugartown Worldwide, Inc.		07/15/2009	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3381754	L
Serial Number:	77660444	LEAD A COLORFUL LIFE
Registration Number:	3097505	LILLY
Registration Number:	3587781	LILLY. PULITZER
Registration Number:	3587782	LILLY. PULITZER
Serial Number:	77631417	LILLY PULITZER
Registration Number:	1935880	LILLY PULITZER
Registration Number:	2880228	LILLY PULITZER
Registration Number:	3587777	LILLY PULITZER
Registration Number:	2805133	LILLY PULITZER
Registration Number:	2669416	LILLY PULITZER
Registration Number:	2152933	LILLY PULITZER
Registration Number:	1157374	LILLY PULITZER

CH \$915.00 3381754

900139541

**TRADEMARK
 REEL: 004032 FRAME: 0096**

Registration Number:	3495970	LILLY PULITZER
Registration Number:	1880248	LILLY PULITZER
Registration Number:	1990353	LILLY PULITZER
Registration Number:	1926195	LILLY PULITZER
Serial Number:	77015866	LILLY PULITZER
Serial Number:	77141495	LILLY PULITZER
Registration Number:	3612987	LILLY PULITZER
Serial Number:	77141520	LILLY PULITZER
Serial Number:	77141538	LILLY PULITZER
Registration Number:	3612988	LILLY PULITZER
Serial Number:	77141564	LILLY PULITZER
Serial Number:	77141575	LILLY PULITZER
Serial Number:	77141583	LILLY PULITZER
Serial Number:	77141593	LILLY PULITZER
Serial Number:	77142142	LILLY PULITZER
Serial Number:	77142148	LILLY PULITZER
Serial Number:	77660499	LP LP
Registration Number:	3588928	L
Serial Number:	77631541	L
Registration Number:	3469834	L
Registration Number:	3403882	
Serial Number:	77335405	WEAR IT WELL
Serial Number:	77660385	XX LILLY

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	078098
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/

Date:

07/27/2009

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 15th day of July, 2009 by **SUGARTOWN WORLDWIDE, INC.**, a Pennsylvania corporation (the "Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent and collateral agent ("Agent") for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, Grantor has entered into that certain Revolving Credit and Security Agreement with Agent, as administrative agent and collateral agent for Lenders and as a Lender, and the financial institutions party thereto from time to time as lenders (collectively, the "Lenders") dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark registration and application, listed on Schedule 1 annexed hereto (such trademarks and trademark registrations and applications, the "Trademarks"), together with all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

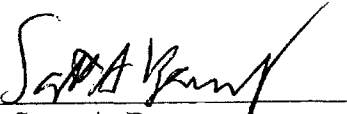
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule I attached hereto constitute all trademarks owned or registered to Grantor as of the date of this Agreement.

[signatures to appear on following page]

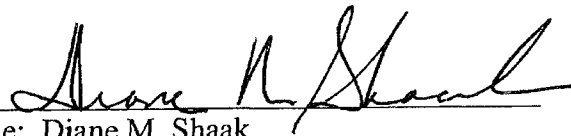
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SUGARTOWN WORLDWIDE, INC.

By: 
Name: Scott A. Beaumont
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Diane M. Shaak
Title: Senior Vice President

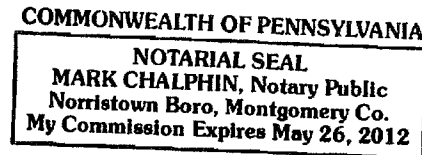
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PENNSYLVANIA : SS
COUNTY OF MONTGOMERY :

On this 15th of July, 2009, before me personally appeared Scott A. Beaumont, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Sugartown Worldwide, Inc., a Pennsylvania corporation; that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of the corporation; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:



POWER OF ATTORNEY

Sugartown Worldwide, Inc. (the "Grantor"), hereby authorizes PNC Bank, National Association, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under (i) that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor, dated as of July 15, 2009 (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the "Trademark Security Agreement"), including, without limitation, the power to record its interests in any trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark assignment, subject to the terms of the Trademark Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

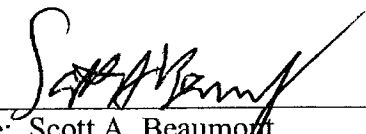
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies that anything such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

SUGARTOWN WORLDWIDE, INC.

By: 
Name: Scott A. Beaumont
Title: Chief Executive Officer

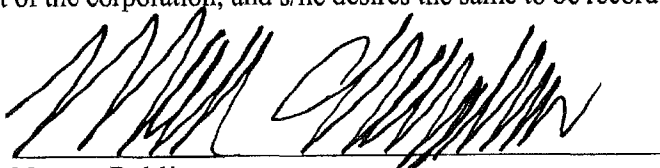
Signature Page to Power of Attorney to Trademark Security Agreement

**TRADEMARK
REEL: 004032 FRAME: 0103**

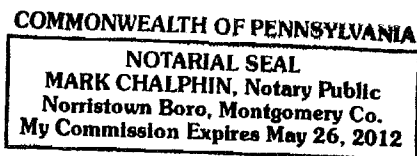
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PENNSYLVANIA : SS
COUNTY OF MONTGOMERY :

On this 15th of July, 2009, before me personally appeared Scott A. Beaumont, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Sugartown Worldwide, Inc., a Pennsylvania corporation; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of the corporation; and s/he desires the same to be recorded as such.



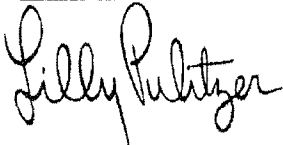




Notary Public
My Commission Expires:



Acknowledgement to Power of Attorney to Trademark Security Agreement



Sugartown Worldwide, Inc.:
U.S. Active Trademark Chart

MARK	App. No. Filing Date	Reg. No. Issue Date	Status
L	78/649,054 6/13/2005	3,381,754 2/12/2008	REGISTERED
LEAD A COLORFUL LIFE	77/660,444 1/30/2009	n/a	PENDING
LILLY	78/516,002 11/12/2004	3,097,505 5/30/2006	REGISTERED
	77/141,431 3/27/2007	3,587,781 3/10/2009	REGISTERED
	77/141,448 3/27/2007	3,587,782 3/10/2009	REGISTERED
	77/631,417 12/11/2008	n/a	PENDING
	74/428,275 8/24/1993	1,953,880 11/14/1995	REGISTERED:
LILLY PULITZER	78/124,827 4/29/2002	2,880,228 8/31/2004	REGISTERED
LILLY PULITZER	77/140,111 3/26/2007	3,587,777 3/10/2009	REGISTERED

MARK	App. No. Filing Date	Reg. No. Issue Date	Status
LILLY PULITZER	75/628,175 1/27/1999	2,805,133 1/13/2004	REGISTERED
LILLY PULITZER	75/434,990 2/17/1998	2,669,416 12/31/2002	REGISTERED
LILLY PULITZER	75/100,683 5/7/1996	2,152,933 4/21/1998	REGISTERED:
LILLY PULITZER	73/171,134 5/19/1978	1,157,374 6/9/1981	REGISTERED: Assignment recorded on 3/19/2003- Security Agreement recorded between Sugartown Worldwide, Inc. and Wachovia Bank
LILLY PULITZER	78/516,016 11/12/2004	3,495,970 9/2/2008	REGISTERED
LILLY PULITZER	74/233,647 12/24/1991	1,880,248 2/21/1995	REGISTERED:
LILLY PULITZER	74/552,003 7/27/1994	1,990,353 7/30/1996	REGISTERED:
LILLY PULITZER	74/802,617 7/22/1993	1,926,195 10/10/1995	REGISTERED:
LILLY PULITZER (child)			PENDING
LILLY PULITZER (parent)	77/015,866 10/6/2006	n/a	PENDING
	77/141,495 3/27/2007	n/a	PENDING

MARK	App. No. Filing Date	Reg. No. Issue Date	Status
<i>Lilly Pulitzer</i>	77/141,508 3/27/2007	3,612,987 4/28/2009	REGISTERED
<i>Lilly Pulitzer</i>	77/141,520 3/27/2007	n/a	PENDING
<i>Lilly Pulitzer</i>	77/141,538 3/27/2007	n/a	PENDING
<i>Lilly Pulitzer</i>	77/141,547 3/27/2007	3,612,988 4/28/2009	REGISTERED
<i>Lilly Pulitzer</i>	77/141,564 3/27/2007	n/a	PENDING
<i>Lilly Pulitzer</i>	77/141,575 3/27/2007	n/a	PENDING
<i>Lilly Pulitzer</i>	77/141,583 3/27/2007	n/a	PENDING

MARK	App. No. Filing Date	Reg. No. Issue Date	Status
	77/141,593 3/27/2007	n/a	PENDING
	77/142,142 3/28/2007	n/a	PENDING
	77/142,148 3/28/2007	n/a	PENDING
	77/660,499 1/30/2009	n/a	PENDING
 (parent)	78/451,699 7/16/2004	3,588,928 3/10/2009	REGISTERED
	77/631,541 12/11/2008	n/a	PENDING

MARK	App. No. Filing Date	Reg. No. Issue Date	Status
 (child)	78/980,357 7/16/2004	3,469,834 7/15/2008	REGISTERED
	78/649,034 6/13/2005	3,403,882 3/25/2008	REGISTERED
WEAR IT WELL	77/335,405 11/21/2007	n/a	PENDING
XX LILLY	77/660,385 1/30/2009	n/a	PENDING