

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECOND LIEN TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARTHCO INTERNATIONAL, INC.		04/08/2010	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	101 N. TRYON STREET		
Internal Address:	ONE INDEPENDENCE CENTER		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3359796	DETAILS MATTER.	
Registration Number:	2845780	U.S.A. PRIORITY PACKAGE	
Registration Number:	1906209	BARTHCO INTERNATIONAL, INC.	
CORRESPONDENCE DATA			
Fax Number:	(646)848-4455		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-848-4455		
Email:	jlik@shearman.com		
Correspondent Name:	Zheng Bao		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	3232/644		

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**TRADEMARK
 REEL: 004184 FRAME: 0833**

NAME OF SUBMITTER:	ZHENG BAO
Signature:	/ZHENG BAO/
Date:	04/09/2010
Total Attachments: 6 source=0 - Security Agreement - Trademark - SL (Barthco)#page1.tif source=0 - Security Agreement - Trademark - SL (Barthco)#page2.tif source=0 - Security Agreement - Trademark - SL (Barthco)#page3.tif source=0 - Security Agreement - Trademark - SL (Barthco)#page4.tif source=0 - Security Agreement - Trademark - SL (Barthco)#page5.tif source=0 - Security Agreement - Trademark - SL (Barthco)#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 8, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, this "Agreement"), is made by BARTHCO INTERNATIONAL, INC., a Pennsylvania corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successors thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Second Lien Credit Agreement, dated as of April 8, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Ozburn-Hessey Holding Company LLC, as the Borrower, the Lenders, the Administrative Agent, and Morgan Stanley Senior Funding, Inc., as the Syndication Agent and the Lenders have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Second Lien Pledge and Security Agreement, dated as of April 8, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party a continuing security interest in all of the Grantor's right, title and interest in and to the following property, whether now or hereafter existing, owned, adopted or acquired by the Grantor, and wherever located (the "Trademark Collateral")

- (a) (i) all of its Trademarks, including those referred to in Schedule I 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 United States Patent and

Trademark Office or in any office or agency of the United States of America or any State thereof 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”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

(c) all Proceeds of, and rights associated with, the foregoing, including the right to sue third parties for past, present or future infringement or dilution of any Trademark or for breach of any Trademark license.

Notwithstanding the foregoing, no security interest shall be granted in, and the “Trademark Collateral” shall not include, any Trademark application filed on an “intent to use” basis until such time, if any, as a Statement of Use is filed and accepted.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. The termination of the security interests granted herein shall be governed by Section 7.5 of the Security Agreement.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the

provisions of the Intercreditor Agreement, dated April 8, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Bank of America, N.A. as First Lien Agent, Bank of America, N.A., as Second Lien Agent, and the Grantors (as defined therein) from time to time party thereto and other persons party or that may become party thereto from time to time. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

BARTHCO INTERNATIONAL, INC.

By: 
Name: Scott McWilliams
Title: Chief Executive Officer

[Signature page to Second Lien Trademark Security Agreement (Barthco)]

TRADEMARK
REEL: 004184 FRAME: 0838

BANK OF AMERICA, N.A.
as Administrative Agent

By: Anthea Del Bianco
Name: ANTHEA DEL BIANCO
Title: VP

[Signature page to Second Lien Trademark Security Agreement (Barthco)]

TRADEMARK
REEL: 004184 FRAME: 0839

SCHEDULE I
to Trademark Security Agreement

U.S. Trademark Registrations

Mark	Reg. No.	Reg. Date
DETAILS MATTER.	3359796	December 25, 2007
U.S.A. PRIORITY PACKAGE	2845780	May 25, 2004
BARTHCO INTERNATIONAL, INC.	1906209	July 18, 1995

Non-U.S. Trademark Registrations

Mark	Country	Reg. No.	Reg. Date
BARTHCO	CTM	3452141	April 1, 2005