

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Croscill Home LLC	FORMERLY Croscill Acquisition, LLC	04/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Patriarch Partners Agency Services, LLC		
<b>Street Address:</b>	32 Avenue of the Americas		
<b>Internal Address:</b>	17th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85036218	CROSCILL CHRONICLES	
<b>Serial Number:</b>	77919509	CROSCILL HOME	
<b>Serial Number:</b>	85249617	CROSCILL LIVING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)581-8330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4045818052		
<b>Email:</b>	rcampbell@jonesday.com		
<b>Correspondent Name:</b>	Richard U. Campbell		
<b>Address Line 1:</b>	1420 Peachtree St. NE		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	223194-605006		

**CH \$90.00 85036218**

NAME OF SUBMITTER:	Richard U. Campbell
Signature:	/Richard U. Campbell/
Date:	05/04/2011
<b>Total Attachments: 4</b> source=Croscill Home LLC - IP Security Agreement (Trademarks) 043011#page1.tif source=Croscill Home LLC - IP Security Agreement (Trademarks) 043011#page2.tif source=Croscill Home LLC - IP Security Agreement (Trademarks) 043011#page3.tif source=Croscill Home LLC - IP Security Agreement (Trademarks) 043011#page4.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(TRADEMARKS)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement"), dated April 30, 2011, is made by Croscill Home LLC (f/k/a 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, as Borrower, and the domestic subsidiaries of Borrower from time to time, as Guarantors, have entered into a Credit Agreement, dated as of November 7, 2008 (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the 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 executed that certain Security Agreement dated as of November 7, 2008 (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, the Grantor has acquired additional trademarks and is required under the terms of the Security Agreement to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other necessary 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; and

(c) any and all proceeds of the foregoing.

Section 2. Submission to Jurisdiction. Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition and enforcement of any judgment, and Grantor hereby irrevocably

and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State or, to the extent permitted by law, in such federal court. Grantor irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection or defense that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any New York State or federal court. Grantor hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Grantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing herein shall affect the right that any party may otherwise have to commence or participate in any action, suit or proceeding relating to this IP Security Agreement, or otherwise to proceed against any Grantor, in any other jurisdiction.

Section 3. Waiver of Jury Trial. Grantor irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this IP Security Agreement, the transactions contemplated hereby or the actions of the Agent or any Lender in the negotiation, administration, performance or enforcement thereof.

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 IP Security 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 IP Security Agreement to be duly executed and delivered by its manager thereunto duly authorized as of the date first above written.

CROSCILL HOME LLC

By:   
\_\_\_\_\_  
Dan K. Martin  
Secretary

**Exhibit A: Trademarks**

<b>CROSCILL CHRONICLES</b>	United States	Croscill Home LLC	388995	85/036,218	05/12/2010			41 - On-line journals, namely, blogs featuring home furnishings, accessories and decorating ideas (Int. 41).	
<b>CROSCILL HOME</b>	United States	Croscill Home LLC	383980	77/919,509	01/25/2010	3,935,574	03/22/2011	20 - Shower rods; shower curtain hooks and rings; drapery hardware, namely, poles, curtain hooks, curtain rods and finials (Int. 20);  24 - Bed linens, namely, comforters, bed spreads, comforter covers, bed sheets, pillow cases, pillow shams, dust ruffles and duvet covers; quilts; vanity bed skirts; table linens, namely, fabric napkins, place mats, tablecloths and table rounds; fabric shower curtains; fabric and vinyl and ethylene-vinyl acetate blend shower curtain liners; fabric blanket throws; towels, namely, bath towels, hand towels, washcloths and fingertip towels; fabric window treatments, namely, curtains, draperies, tie backs for curtains and draperies; fabric valances; window treatments in the nature of window panels of polyester, cotton, and wool; swags; dyed and finished fabrics in the piece for textile use composed of natural fibers; dyed and finished fabrics in the piece for textile use composed of synthetic fibers; dyed and finished fabrics in the piece for textile use composed of combinations of natural and synthetic fibers (Int. 24); and  27 - Bath mats and rugs (Int. 27).	03/22/2017 Affidavit of Use 03/22/2021 Renewal
<b>CROSCILL LIVING</b>	United States	Croscill Home LLC	399501	85/249,617	02/23/2011			35 - On-line retail services featuring household and home decorating products (Int. 35).	