

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Watkins Associated Developers, Inc.		04/29/2011	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	600 Peachtree Street, SE
<b>Internal Address:</b>	13th Floor
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30308
<b>Entity Type:</b>	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	77823041	FAMILY FESTIVAL
Serial Number:	77823001	FAMILY FESTIVAL
Serial Number:	77823023	FAMILY FESTIVAL
Serial Number:	77822974	FAMILY FESTIVAL
Serial Number:	75408753	KIDS VILLAGE
Serial Number:	75408752	KIDS VILLAGE

**CORRESPONDENCE DATA**

Fax Number: (404)572-5100  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: mrussell@kslaw.com  
 Correspondent Name: King & Spalding  
 Address Line 1: 1180 Peachtree Street  
 Address Line 4: Atlanta, GEORGIA 30309

OP \$165.00 77823041

ATTORNEY DOCKET NUMBER:	11993.015001
NAME OF SUBMITTER:	Mark Russell
Signature:	/Mark Russell/
Date:	06/09/2011
<b>Total Attachments: 5</b> source=Watkins - Executed Trademark Security Agreement (Watkins Associated Developers, Inc.) (4_29_11)#page1.tif source=Watkins - Executed Trademark Security Agreement (Watkins Associated Developers, Inc.) (4_29_11)#page2.tif source=Watkins - Executed Trademark Security Agreement (Watkins Associated Developers, Inc.) (4_29_11)#page3.tif source=Watkins - Executed Trademark Security Agreement (Watkins Associated Developers, Inc.) (4_29_11)#page4.tif source=Watkins - Executed Trademark Security Agreement (Watkins Associated Developers, Inc.) (4_29_11)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of April 29, 2011, by WATKINS ASSOCIATED DEVELOPERS, INC. ("*Grantor*") in favor of BANK OF AMERICA, N.A., as Administrative Agent (the "*Administrative Agent*").

### **W i t n e s s e t h:**

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of April 29, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Watkins Associated Industries, Inc., Wilwat Properties, Inc., the banks and other financial institutions from time to time parties thereto (the "*Lenders*"), and the Administrative Agent, the Lenders have agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, Watkins Associated Industries, Inc., certain Subsidiaries and Affiliates of Watkins Associated Industries, Inc., and the Administrative Agent are parties to that certain Amended and Restated Security and Pledge Agreement, dated as of April 29, 2011, in favor of the Administrative Agent for the benefit of the Lenders and certain other Secured Parties as provided therein (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Credit Agreement and to induce the Lenders to make extensions of credit thereunder, Grantor hereby agrees with the Administrative Agent as follows:

### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

### ***Section 2. Grants of Security Interests in Trademark Collateral***

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its rights, title and interests in, to and under the following Collateral of Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;

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

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

***Section 3. Security Agreement***

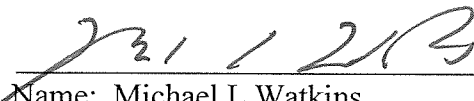
The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

WATKINS ASSOCIATED DEVELOPERS,  
INC., *as Grantor*

By:   
Name: Michael L Watkins  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:

BANK OF AMERICA, N.A.,  
*as Administrative Agent*

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

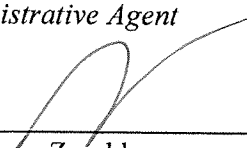
Very truly yours,

WATKINS ASSOCIATED DEVELOPERS,  
INC., *as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

BANK OF AMERICA, N.A.,  
*as Administrative Agent*

By:  \_\_\_\_\_  
Name: Anne Zeschke  
Title: Vice President

**Schedule I**  
**to**  
**Trademark Security Agreement**  
*Trademark Registrations*

A. REGISTERED TRADEMARKS

<b>Filing Date</b>	<b>Serial Number</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Country</b>	<b>Owner</b>
09/09/2009	77823041	Family Festival	3813312	U.S.	Watkins Associated Developers, Inc. AKA Watkins Retail Group Corporation
09/09/2009	77823001	Family Festival	3813311	U.S.	Watkins Associated Developers, Inc. AKA Watkins Retail Group Corporation
09/09/2009	77823023	Family Festival	3780733	U.S.	Watkins Associated Developers, Inc. AKA Watkins Retail Group Corporation
09/09/2009	77822974	Family Festival	3780731	U.S.	Watkins Associated Developers, Inc. AKA Watkins Retail Group Corporation
12/19/1997	75408753	Kids Village	2222709	U.S.	Watkins Associated Developers, Inc.
12/19/1997	75408752	KIDS VILLAGE	2220446	U.S.	Watkins Associated Developers, Inc.

B. TRADEMARK APPLICATIONS

None.