

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Acknowledgement of Security Interest in Trademarks	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jay Strongwater LLC		08/11/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	One Chase Square, Tower-25		
<b>Internal Address:</b>	Mail Code: NY3-T251		
<b>City:</b>	Rochester		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14643		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3400531	JAY STRONGWATER	
Registration Number:	2393667	JAY STRONGWATER	
Registration Number:	1669374	JAY STRONGWATER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0052987-000031		

CH \$90.00 3400531

**900199606**

**TRADEMARK  
 REEL: 004604 FRAME: 0044**

NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	08/12/2011
<b>Total Attachments: 3</b> source=jpmorgan-jay strongwater trademark security interest#page1.tif source=jpmorgan-jay strongwater trademark security interest#page2.tif source=jpmorgan-jay strongwater trademark security interest#page3.tif	

**ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS**

August 11, 2011

WHEREAS, JAY STRONGWATER LLC, a Delaware limited liability company ("**Grantor**"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "**Trademarks**");

WHEREAS, Grantor has entered into a Joinder Agreement, dated as of August 11, 2011, whereby Grantor will join and become a party to that certain Pledge and Security Agreement, dated as of March 21, 2011 (by and among Grantor, Lender (as defined below), and certain other loan parties from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Security Agreement**"), in favor of JPMORGAN CHASE BANK, N.A. (the "**Lender**");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Lender a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "**Collateral**"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS]

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

JAY STRONGWATER LLC

By: 

Name: Howard Cohen

Title: Director and Chief Financial Officer

**SCHEDULE 1 TO**  
**ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS**

**REGISTERED AND UNREGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Country / Jurisdiction</b>	<b>Application Number and Filing Date</b>	<b>Registration Number and Date</b>	<b>Class(es)</b>
JAY STRONGWATER	U.S.	76/679504 07/12/2007	3400531 03/25/2008	6, 8, 11, 16, 20, 21, 28
JAY STRONGWATER	U.S.	75/863728 03/12/1999	2393667 10/10/2000	14, 20
JAY STRONGWATER	U.S.	74/131365 01/18/1991	1669374 12/24/1991	14