








Schedule A

Mark	Serial No.	Filed	Reg. No.	Issued	Owner of Record
ARTSMART	78/408,919	2004-04-27	3,074,523	2006-03-28	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
MASTER'S SERIES	78/460,268	2004-08-02	3,088,657	2006-05-02	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
Miscellaneous Design 	75/546,067	1998-09-01	2,466,111	2001-07-03	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512
PRIMARY ARTIST and Design* 	76/204,307	2001-02-05	2,661,782	2002-12-17	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
STUDIO SERIES	78/289,207	2003-08-19	2,874,879	2004-08-17	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
SUPREME PROFESSIONAL QUALITY UTRECHT and Design* 	75/324,049	1997-07-14	2,330,580	2000-03-21	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NY 08512
THE TRUSTED RESOURCE	77/096,861	2007-02-01	3,333,834	2007-11-13	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
U-SAVE! and Design* 	78/267,264	2003-06-26	2,928,302	2005-02-22	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
UTRECHT	75/307,350	1997-06-12	2,337,034	2000-04-04	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512

Mark	Serial No.	Filed	Reg. No.	Issued	Owner of Record
UTRECHT and Design 	85/430,395	2011-09-23	Pending		Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512

\*May be abandoned in the future.

GRANT OF TRADEMARK SECURITY INTEREST

GRANT OF TRADEMARK SECURITY INTEREST ("*Grant*"), dated as of October 31, 2011, by and between Utrecht Manufacturing Corporation, a Delaware corporation ("*Grantor*"), in favor of Brookside Mezzanine Fund II, L.P., a Delaware limited partnership (the "*Lender*").

WITNESSETH:

WHEREAS, Grantor, certain of its Affiliates and the Lender are entering into a Note Purchase Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "*Note Purchase Agreement*");

WHEREAS, Grantor, certain of its Affiliates and the Lender are entering into a Pledge and Security Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "*Security Agreement*") in order to induce the Lender to enter into and extend credit to Grantor and certain of its Affiliates under the Note Purchase Agreement and to secure the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is executing and delivering to the Lender this Grant for filing with the United States Patent and Trademark Office;

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

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement or, if not defined therein, in the Security Agreement.
2. **Grant of Security Interest in Trademarks.** Grantor hereby grants to the Lender a security interest in all of its right, title and interest in, to and under all of Grantor's presently existing or hereafter acquired Trademarks, including, without limitation, the Trademarks set forth on **Schedule A** hereto, and all proceeds and products thereof.
3. **Security Agreement.** The security interest granted pursuant to this Grant is granted in conjunction with, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks and related Collateral 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 page follows]



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

UTRECHT MANUFACTURING CORPORATION

By: \_\_\_\_\_

Name: Michael Ippolito

Title: President

ACCEPTED AND ACKNOWLEDGED BY:  
BROOKSIDE MEZZANINE FUND II, L.P.,  
as Lender

By: Corey Sola

Name: Corey Sola

Title: Managing Director

Grant of Trademark Security Interest

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK )

) ss.

COUNTY OF NEW YORK )





On this 26<sup>th</sup> day of October, 2011, before me personally came Michael Ippolito to me known, who, being by me duly sworn, did depose and say that he is the President of Utrecht Manufacturing Corporation, the corporation described in, and which executed the foregoing instrument, and that he is authorized to execute said instrument on behalf of said company.




Notary Public

**DAWN M KAPALSKI**  
Notary Public  
State of New Jersey  
My Commission Expires: 12/20/13

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