

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spencer Gifts LLC		04/16/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	The Bank of New York Mellon Trust Company, N.A.
Street Address:	525 William Penn Plaza, 38th Floor
Internal Address:	as Collateral Agent
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15259
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Serial Number:	85363996	HOTT LOVE EXTREME COLOR
Serial Number:	85413673	PIERCED NATION
Serial Number:	85380003	SECRET SENSATIONS
Serial Number:	85304804	SPENCER'S
Serial Number:	85462479	SPIRIT
Serial Number:	85549090	SUPER SKINS

CORRESPONDENCE DATA	
Fax Number:	6096455360
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	609-645-5475
Email:	vince.piccone@spencergifts.com
Correspondent Name:	Vincent Piccone
Address Line 1:	6826 Black Horse Pike

OP \$165.00 85363996

Address Line 2: Legal Department
Address Line 4: Egg Harbor Township, NEW JERSEY 08234

NAME OF SUBMITTER:	Vincent Piccone
Signature:	/Vincent Piccone/
Date:	04/20/2012

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

SUPPLEMENT NO. 1 (this "Supplement") dated as of April 16, 2012, to the Intellectual Property Security Agreement (as such may be amended, modified, supplemented or restated hereafter, the "Intellectual Property Security Agreement") dated as of April 14, 2011 among each of the grantors listed on Schedule I thereto (the "Grantors"), and The Bank of New York Mellon Trust Company, N.A., a national association, as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties.

A. Reference is made to the Security Agreement dated as of April 14, 2011 (as such may be amended, modified, supplemented or restated hereafter, the "Security Agreement") with, among others, (i) Spencer Spirit Holdings Inc., a Delaware corporation, Spencer Gifts LLC, a Delaware limited liability company, and Spirit Halloween Superstores LLC, a Delaware limited liability company (the "Issuers"), (ii) the Guarantors named therein and (iii) the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Intellectual Property Security Agreement.

C. Section 5(b) of the Intellectual Property Security Agreement provides that the Grantors shall pledge to the Collateral Agent for the benefit of the Secured Parties, any additional federally registered or applied for Copyrights, Patents and Trademarks referred to in a noticed delivered pursuant to Section 4(h) thereof by execution and delivery of an instrument in the form of this Supplement. The undersigned Grantor (the "Subject Grantor") is executing this Supplement in accordance with the requirements of the Intellectual Property Security Agreement.

Accordingly, the Subject Grantor covenants as follows:

SECTION 1. In accordance with Section 5(b) of the Intellectual Property Security Agreement, the Subject Grantor by its signature below hereby represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof (except to the extent such representation and warranty is made as of an earlier date). In furtherance of the foregoing, the Subject Grantor, as security for the payment and performance in full of the Secured Obligations does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the Subject Grantor's right, title and interest in and to the IP Collateral listed on Schedule I hereto (the "Subject IP Collateral").

SECTION 2. The Subject Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable

bankruptcy, insolvency, conservatorship, assignment for the benefit of creditors, moratorium, receivership, reorganization or similar debtor relief laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the Subject Grantor. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. [Reserved]

SECTION 5. [Reserved]

SECTION 6. The grant of the security interest in the Subject IP Collateral by the Subject Grantor under this Supplement secures the payment or performance, as the case may be, in full of the Secured Obligations. Without limiting the generality of the foregoing, this Supplement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Subject Grantor to any Secured Party under the Indenture but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 7. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The Subject Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Subject IP Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern

SECTION 8. The Subject Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patent, the Commissioner for Trademarks or any other applicable government officer record this Supplement with respect to the Subject IP Collateral, as applicable.

SECTION 9. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property

Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

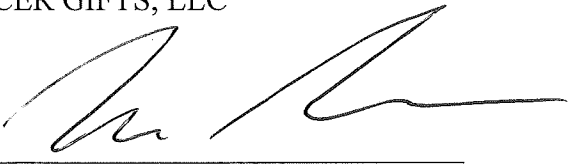
SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 13.2 of the Indenture.

SECTION 13. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Intellectual Property Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Subject Grantor has duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

SPENCER GIFTS, LLC

By: 
Name: Isaac M. Silvera
Title: Chief Operating Officer and CFO

SCHEDULE I
TO SUPPLEMENT NO. 1 TO THE
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property

Trademark Registrations and Applications

Trademark	Country	Owner	Serial No.	Registration No.	Registration Date
Hott Love Extreme Color	United States	Spencer Gifts LLC	85363996		
Pierced Nation	United States	Spencer Gifts LLC	85413673		
Secret Sensations	United States	Spencer Gifts LLC	85380003		
Spencer's	United States	Spencer Gifts LLC	85304804		
Spirit	United Kingdom	Spencer Gifts LLC	2604403	2604403	3/9/2012
Spirit Grim Reaper Logo	United States	Spencer Gifts LLC	85462479		
Spirit Halloween	United Kingdom	Spencer Gifts LLC	2604407	2604407	3/9/2012
Spirit Halloween Superstores	United Kingdom	Spencer Gifts LLC	2604409	2604409	3/9/2012
Superskins	United States	Spencer Gifts LLC	85549090		