

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
Nielsen & Bainbridge, LLC		05/21/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	1900 E. 9th Street
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	1055591	BB
Registration Number:	3481733	BB
Registration Number:	3481732	BB BURNES
Registration Number:	3626935	BB BURNES
Registration Number:	3375463	BB BURNES OF BOSTON
Registration Number:	1750065	BURNES
Registration Number:	3723042	BURNES ENVUE
Registration Number:	1057648	BURNES OF BOSTON
Registration Number:	3331196	BURNES OF BOSTON
Registration Number:	1612966	CARR
Registration Number:	1968927	CONNOISSEUR
Registration Number:	1896214	D DECOREL
Registration Number:	1835473	DAX
Registration Number:	2296802	DECOR ESSENTIALS

TRADEMARK

Registration Number:	1800750	DECOREL
Registration Number:	1448540	FRAMES AS SPECIAL AS THE MEMORIES THEY HOLD
Registration Number:	3622888	HEIRLOOM
Registration Number:	1549092	HOLSON
Registration Number:	1673488	I
Registration Number:	1182018	INTERCRAFT
Registration Number:	3514031	LEVEL-LINE
Registration Number:	3313281	LEVEL-LINE
Registration Number:	3099455	LEVEL-LINE
Registration Number:	3077436	MAILABLE MOMENTS
Registration Number:	3743179	NO MORE CROOKED LEDGES!
Registration Number:	3743177	NO MORE CROOKED PICTURES!
Registration Number:	1762894	OLD CRAFTSMAN
Registration Number:	1363411	RARE WOODS
Registration Number:	3447541	STATE STREET
Registration Number:	1079906	TERRAGRAFICS
Registration Number:	1153176	THE FRAME PEOPLE
Registration Number:	1541577	ULTIMIZER
Serial Number:	85189151	BURNES INTERIORS
Serial Number:	85189175	EVERY BUDGET DESERVES A GREAT DESIGN
Serial Number:	85189193	MAKEOVER IN A MINUTE
Serial Number:	85495518	MEMORY MANAGER
Serial Number:	85380214	INTERCRAFT
Serial Number:	85495435	FONE 2 FRAME

CORRESPONDENCE DATA

Fax Number: 2165790212
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 216-586-7024
Email: dawnbrown@jonesday.com
Correspondent Name: Dawn A. Brown/JONES DAY
Address Line 1: 901 Lakeside Ave.
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	879047-121038/DAB
NAME OF SUBMITTER:	Dawn A. Brown

/Dawn A. Brown/

Date:

06/12/2012

Total Attachments: 7

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ACKNOWLEDGMENT AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS ACKNOWLEDGMENT AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2012 (this "*Acknowledgment and Amendment*", by and between, **NIELSEN & BAINBRIDGE, LLC**, a Delaware limited liability company (the "*Assignor*" or the "*US Borrower*"), and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, successor to National City Bank, as Collateral Agent for the benefits of the Secured Creditors referred to below (herein, together with its successors and assigns in such capacity, the "*Collateral Agent*"):

PRELIMINARY STATEMENTS:

- (1) The Assignor is a party to a certain Trademark Security Agreement, dated as of May 25, 2006, with the Collateral Agent (the "*Existing Trademark Security Agreement*"; with the terms defined therein, or the definitions of which are incorporated therein, being used herein as so defined) in connection with a certain Credit Agreement dated May 25, 2006, by and among N&B Industries, Inc., a Delaware corporation ("*Holdings*"), the Assignor, W&B Marketing, Inc., a California corporation, Nurre Caxton Company, a Florida corporation, Nielsen & Bainbridge Canada Holdings, Inc., a Delaware corporation, Nielsen & Bainbridge Germany GmbH, a company organized under the laws of Germany (the "*German Borrower*", and, together with the Assignor, collectively, the "*Borrowers*" and, individually each a "*Borrower*"), the financial institutions named as lenders therein, and PNC Bank, National Association, successor to National City Bank, as the Administrative Agent for the Lenders under the Credit Agreement (as amended, restated, supplemented or modified prior to the date hereof, the "*Existing Credit Agreement*").
- (2) This Acknowledgment and Amendment is made pursuant to the Amended and Restated Credit Agreement, dated as of April 12, 2011 (herein, as further amended or otherwise modified, restated or replaced from time to time, the "*Credit Agreement*"), among Holdings, the Borrowers, the financial institutions named as lenders therein (herein, together with any other person that becomes a "Lender" under the Credit Agreement and the respective successors and assigns of such lenders and "Lenders", the "*Lenders*"), the Administrative Agent, and General Electric Capital Corporation, as Syndication Agent.
- (3) The Credit Agreement amends and restates the Existing Credit Agreement in its entirety. The Credit Agreement provides, among other things, for loans or advances or other extensions of credit to or for the benefit of the Borrowers of up to \$92,000,000. The Credit Agreement also provides that one or more Letter of Credit Issuers may issue Letters of Credit for the benefit of the US Borrower and/or any of its Subsidiaries, and that the Lenders will risk participate in such Letters of Credit.
- (4) Holdings or any of its Subsidiaries may from time to time be party to one or more Lender Hedge Agreements (as defined in the Credit Agreement). Any counterparty to Holdings or any of its Subsidiaries or Affiliates pursuant to any such Lender Hedge Agreement is referred to herein individually as a "*Designated Hedge Creditor*" and collectively as the "*Designated Hedge Creditors*".
- (5) This is made for the benefit of the Administrative Agent, the Collateral Agent, each Letter of Credit Issuer, the Lenders and the Designated Hedge Creditors (any or all of the foregoing, together with their respective successors and assigns, individually a "*Secured Creditor*" and collectively, the "*Secured Creditors*").
- (6) It is a condition precedent to the making of Loans and the issuance of, and participation in, Letters of Credit under the Credit Agreement that the Assignor shall have executed and delivered to the Collateral Agent this Acknowledgment and Amendment.
- (7) The undersigned hereby acknowledges that the Existing Trademark Security Agreement grants, and after the execution of this Acknowledgment and Amendment will continue to grant, a security interest in the Trademark Collateral to the Collateral Agent of the Trademark Collateral in the Existing Trademark Security Agreement as well as the Trademark Collateral herein added.

- (8) The undersigned hereby unconditionally and irrevocably desires to acknowledge the terms and provisions of the Existing Trademark Security Agreement and further desires to amend certain of the terms and provisions of the Existing Trademark Security Agreement, all as more fully set forth below.

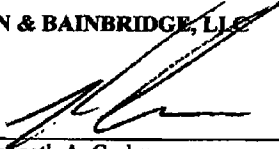
NOW, THEREFORE, the parties hereby agree as follows:

1. **Credit Document.** This Acknowledgment and Amendment is a Credit Document as such term is defined in the Credit Agreement.
2. **Additions to Schedule I.** Schedule I to the Existing Trademark Security Agreement is supplemented by the addition of Schedule I hereto.
3. **Representations and Warranties.** The Assignors hereby represent and warrant to the Administrative Agent, the Lenders and the other Secured Creditors that, after giving effect to this Acknowledgment and Amendment (including the references set forth in paragraphs 3 and 4 above and the updated Annexes), (a) no Default or Event of Default exists under the Credit Agreement or any of the other Credit Documents and (b) all of the representations and warranties set forth in the Existing Trademark Security Agreement are true and correct on and as of the date hereof.
4. **Ratifications.** The terms and provisions set forth in this Acknowledgment and Amendment shall modify and supercede all inconsistent terms and provisions set forth in the Existing Trademark Security Agreement, and except as expressly modified and superceded by this Acknowledgment and Amendment, the terms and provisions of the Existing Trademark Security Agreement are ratified and confirmed and shall continue in full force and effect in connection with the Credit Agreement. This Acknowledgment and Amendment amends the Existing Trademark Security Agreement as provided herein. The execution of this Agreement shall not constitute a novation of any obligations, liabilities or indebtedness existing under the Existing Trademark Security Agreement, which obligations, liabilities and indebtedness shall remain outstanding and shall be governed by the terms of the Existing Trademark Security Agreement as amended by this Acknowledgment and Amendment.

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IN WITNESS WHEREOF, the parties hereto have caused this Acknowledgment and Amendment to be executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

NIELSEN & BAINBRIDGE, LLC

By: 
Name: Kenneth A. Corby
Title: Executive Vice President and
Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: _____
Title: _____

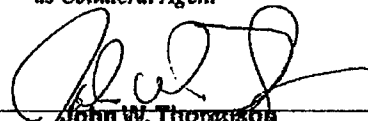
[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Acknowledgment and Amendment to be executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

NIELSEN & BAINBRIDGE, LLC

By: _____
Name: Kenneth A. Corby
Title: Executive Vice President and
Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: John W. Thompson
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

Schedule 1
to Acknowledgement and Amendment to Trademark Security Agreement

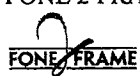
Registered Trademarks

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
1.	BB (Stylized) 	US Federal	73-085803 May 3, 1976	1,055,591 January 4, 1977	Nielsen & Bainbridge, LLC	Registered
2.	BB and Design 	US Federal	77-188663 May 23, 2007	3,481,733 August 5, 2008	Nielsen & Bainbridge, LLC	Registered
3.	BB BURNES and Design  BURNES	US Federal	77-188647 May 23, 2007	3,481,732 August 5, 2008	Nielsen & Bainbridge, LLC	Registered
4.	BB BURNES and Design  BURNES	US Federal	77-616971 November 18, 2008	3,626,935 May 26, 2009	Nielsen & Bainbridge, LLC	Registered
5.	BB BURNES OF BOSTON and Design  	US Federal	77-188007 May 23, 2007	3,375,463 January 29, 2008	Nielsen & Bainbridge, LLC	Registered
6.	BURNES	US Federal	74-077542 July 12, 1990	1,750,065 February 2, 1993	Nielsen & Bainbridge, LLC	Registered
7.	BURNES ENVUE and Design 	US Federal	77-395100 February 12, 2008	3,723,042 December 8, 2009	Nielsen & Bainbridge, LLC	Registered
8.	BURNES OF BOSTON	US Federal	73-085802 May 3, 1976	1,057,648 February 1, 1977	Nielsen & Bainbridge, LLC	Registered
9.	BURNES OF BOSTON BURNES OF BOSTON	US Federal	78-661461 June 30, 2005	3,331,196 November 6, 2007	Nielsen & Bainbridge, LLC	Registered
10.	CARR	US Federal	73-827601 September 25, 1989	1,612,966 September 11, 1990	Nielsen & Bainbridge, LLC	Registered
11.	CONNOISSEUR	US Federal	74-550691 July 18, 1994	1,968,927 April 16, 1996	Nielsen & Bainbridge, LLC	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
12.	D DECOREL and Design 	US Federal	74-533913 June 6, 1994	1,896,214 May 30, 1995	Nielsen & Bainbridge, LLC	Registered
13.	DAX	US Federal	74-417340 July 26, 1993	1,835,473 May 10, 1994	Nielsen & Bainbridge, LLC	Registered
14.	DECOR ESSENTIALS	US Federal	75-419805 January 20, 1998	2,296,802 November 30, 1999	Nielsen & Bainbridge, LLC	Registered
15.	DECOREL	US Federal	74-365504 March 8, 1993	1,800,750 October 26, 1993	Nielsen & Bainbridge, LLC	Registered
16.	FRAMES AS SPECIAL AS THE MEMORIES THEY HOLD	US Federal	73-635136 December 12, 1986	1,448,540 July 21, 1987	Nielsen & Bainbridge, LLC	Registered
17.	HEIRLOOM HEIRLOOM	US Federal	77-592970 October 15, 2008	3,622,888 May 19, 2009	Nielsen & Bainbridge, LLC	Registered
18.	HOLSON	US Federal	73-719889 March 31, 1988	1,549,092 July 25, 1989	Nielsen & Bainbridge, LLC	Registered
19.	I and Design 	US Federal	74-155068 April 8, 1991	1,673,488 January 28, 1992	Nielsen & Bainbridge, LLC	Registered - In Grace Period For Renewal
20.	INTERCRAFT	US Federal	73-198736 January 2, 1979	1,182,018 December 15, 1981	Nielsen & Bainbridge, LLC	Registered - In Grace Period For Renewal
21.	LEVEL-LINE	US Federal	78-308242 October 1, 2003	3,514,031 October 7, 2008	Nielsen & Bainbridge, LLC	Registered
22.	LEVEL-LINE LEVEL-LINE	US Federal	77-015584 October 6, 2006	3,313,281 October 16, 2007	Nielsen & Bainbridge, LLC	Registered
23.	LEVEL-LINE LEVEL-LINE	US Federal	78-976815 October 1, 2003	3,099,455 May 30, 2006	Nielsen & Bainbridge, LLC	Registered
24.	MAILABLE MOMENTS	US Federal	78-324469 November 7, 2003	3,077,436 April 4, 2006	Nielsen & Bainbridge, LLC	Registered
25.	NO MORE CROOKED LEDGES! <small>NO MORE CROOKED LEDGES!</small>	US Federal	77-596718 October 21, 2008	3,743,179 January 26, 2010	Nielsen & Bainbridge, LLC	Registered
26.	NO MORE CROOKED PICTURES! <small>NO MORE CROOKED PICTURES!</small>	US Federal	77-596706 October 21, 2008	3,743,177 January 26, 2010	Nielsen & Bainbridge, LLC	Registered
27.	OLD CRAFTSMAN	US Federal	74-278805 May 27, 1992	1,762,894 April 6, 1993	Nielsen & Bainbridge, LLC	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
28.	RARE WOODS	US Federal	73-497669 September 4, 1984	1,363,411 October 1, 1985	Nielsen & Bainbridge, LLC	Registered
29.	STATE STREET STATE STREET	US Federal	77-100540 February 6, 2007	3,447,541 June 17, 2008	Nielsen & Bainbridge, LLC	Registered
30.	TERRAGRAFICS	US Federal	73-121800 April 6, 1977	1,079,906 December 20, 1977	Nielsen & Bainbridge, LLC	Registered
31.	THE FRAME PEOPLE	US Federal	73-201562 January 25, 1979	1,153,176 May 5, 1981	Nielsen & Bainbridge, LLC	Registered
32.	ULTIMIZER	US Federal	73-748001 August 24, 1988	1,541,577 May 30, 1989	Nielsen & Bainbridge, LLC	Registered

Pending Trademark Applications¹

	MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS	OWNER
1.	BURNES INTERIORS* <small>BURNES INTERIORS</small>	85-189151	December 2, 2010			Nielsen & Bainbridge, LLC	Pending
2.	EVERY BUDGET DESERVES A GREAT DESIGN* <small>EVERY BUDGET DESERVES A GREAT DESIGN</small>	85-189175	December 2, 2010			Nielsen & Bainbridge, LLC	Pending
3.	MAKEOVER IN A MINUTE* <small>MAKEOVER IN A MINUTE</small>	85-189193	December 2, 2010			Nielsen & Bainbridge, LLC	Pending
4.	MEMORY MANAGER* <small>MEMORY MANAGER</small>	85-495518	December 14, 2011			Nielsen & Bainbridge, LLC	Pending
5.	INTERCRAFT INTERCRAFT	85-380214	July 25, 2011			Nielsen & Bainbridge, LLC	Pending
6.	FONE 2 FRAME and Design* 	85-495435	December 14, 2011			Nielsen & Bainbridge, LLC	Pending

¹ * denotes an intent-to-use trademark application.