

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
EK SUCCESS LTD.		07/20/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	The Bank of New York Mellon, as Collateral Agent
Street Address:	600 East Las Colinas Blvd.
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Bank: UNITED STATES

<b>PROPERTY NUMBERS Total: 3</b>		
Property Type	Number	Word Mark
Serial Number:	85644531	JOLEE'S BOUTIQUE
Serial Number:	85644573	EASY IMAGE
Serial Number:	85662569	CIRCLE SCISSOR PRO

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2125646083
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212(947)-7200
Email:	jdougherty@nationalcorp.com
Correspondent Name:	Joseph Dougherty
Address Line 1:	National Corporate Research
Address Line 2:	10 E. 40th Street, 10th FL
Address Line 4:	New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	N355425
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OP \$90.00 85644531

NAME OF SUBMITTER:	Janelle Telesford
Signature:	/Janelle Telesford/
Date:	08/07/2012
Total Attachments: 3 source=Number 3#page2.tif source=Number 3#page3.tif source=Number 3#page4.tif	

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of July 20, 2012, by EK Success Ltd., a New York corporation, (the "Pledgor") in favor of The Bank of New York Mellon, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, each Pledgor is a party to a Security Agreement dated as of August 1, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (d) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (e) all Goodwill associated with such Trademarks; and
- (f) all proceeds of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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

Very truly yours,

EK SUCCESS LTD.

By: Mary Cushing Merfeld  
Mary Cushing Merfeld  
Chief Financial Officer

Accepted and Agreed:  
The Bank of New York Mellon,  
As Collateral Agent

By: Melinda Valentine  
Name: MELINDA VALENTINE  
Title: VICE PRESIDENT

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

**EK SUCCESS LTD.**

<b>Trademark</b>	<b>Appl No</b>	<b>Appl Date</b>
Jolee's Boutique	85644531	06-Jun-12
Easy Image	85644573	06-Jun-12
Circle Scissor Pro	85662569	27-Jun-12