

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
Clement Pappas and Company, Inc.		04/26/2013	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue, 12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85337615	DELSEA FARMS	
Serial Number:	85705242	KIDS ON THE GO	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-326-3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	Evan C. Palenschst, Esq.		
Address Line 1:	222 East 41st Street		
Address Line 2:	Jones Day		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	175274-636056		
NAME OF SUBMITTER:	Evan C. Palenschat		

CH \$65.00 85337615

Signature:	/Evan C. Palenschat/
Date:	04/26/2013
Total Attachments: 7 source=Trademark Security Agr. (LuxCo) (Jefferies_Clement Pappas)#page1.tif source=Trademark Security Agr. (LuxCo) (Jefferies_Clement Pappas)#page2.tif source=Trademark Security Agr. (LuxCo) (Jefferies_Clement Pappas)#page3.tif source=Trademark Security Agr. (LuxCo) (Jefferies_Clement Pappas)#page4.tif source=Trademark Security Agr. (LuxCo) (Jefferies_Clement Pappas)#page5.tif source=Trademark Security Agr. (LuxCo) (Jefferies_Clement Pappas)#page6.tif source=Trademark Security Agr. (LuxCo) (Jefferies_Clement Pappas)#page7.tif	

Trademark Security Agreement

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of April 26, 2013, by each person listed on Schedule 1 hereto (collectively, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the LuxCo Loan Agreement, dated as of August 12, 2011, as amended, amended and restated, supplemented or otherwise modified from time to time (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a LuxCo Security Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "LuxCo Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to comply with the terms of the LuxCo Security Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the LuxCo Security Agreement and used herein have the meaning given to them in the LuxCo 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 the right, title and interest of such Pledgor in, to and under all the following Collateral of such Pledgor (collectively, the "Trademark Collateral"):

(a) the Trademarks of such Pledgor listed on Schedule 2 hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law);

(b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and 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 LuxCo Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the LuxCo 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 be inconsistent with or in conflict with the LuxCo Security Agreement, the provisions of the LuxCo Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the LuxCo Security Agreement, upon written request of any Pledgor, the Collateral Agent shall execute, acknowledge, and deliver to the applicable Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 9. Subordination Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY HEREUNDER (INCLUDING UNDER ARTICLE IX HEREOF) ARE SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

**CLEMENT PAPPAS AND COMPANY,
INC., as a Pledgor**

By: 

Name: Marc Friedant

Title: Treasurer

Accepted and Agreed:

**JEFFERIES FINANCE LLC,
as Collateral Agent**

By: _____

Name:

Title:

IN WITNESS WHEREOF, each 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.

**CLEMENT PAPPAS AND COMPANY,
INC., as a Pledgor**

By: _____

Name: Marc Friedant

Title: Treasurer

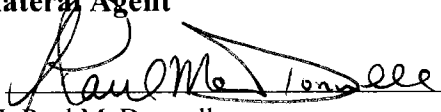
Accepted and Agreed:

**JEFFERIES FINANCE LLC,
as Collateral Agent**

By:

Name: J. Paul McDonnell

Title: Managing Director

A handwritten signature in black ink, appearing to read "J. Paul McDonnell", is written over a horizontal line. The signature is cursive and somewhat stylized.

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

PLEDGORS

NAME	ADDRESS
Clement Pappas and Company, Inc.	1 Collins Drive, Suite 200 Carneys Point, NJ 08069-3600

**SCHEDULE 2
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.	APPLICATION NO.	FILING DATE	ISSUE DATE
Clement Pappas and Company, Inc.	Delsea Farms	USA	4207242	85337615	6/3/2011	9/11/2012

Trademark Applications:

PLEDGOR OWNER	MARK	COUNTRY	APPLICATION NO.	FILING DATE
Clement Pappas and Company, Inc.	Kids On The Go	USA	85705242	8/16/2012

Schedule 2 to Trademark Security Agreement