

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
Fetco Home Decor, Inc.		02/25/2013	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Patriarch Partners Agency Services, LLC		
Street Address:	1 Broadway		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3036806	THROUGH THE EYES OF A CHILD	
Registration Number:	3107830	FUNTOGRAPHY	
Registration Number:	3784642	ECO-ELEMENTS	
Registration Number:	4043439	ECO WOODS	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4045818052		
Email:	rcampbell@jonesday.com		
Correspondent Name:	Richard U. Campbell		
Address Line 1:	1420 Peachtree St. NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		

CH \$115.00 3036806

ATTORNEY DOCKET NUMBER:	223194-620001
NAME OF SUBMITTER:	Richard U. Campbell
Signature:	/Richard U. Campbell/
Date:	05/09/2013
Total Attachments: 6 source=TM Security Agreement Fully Executed#page1.tif source=TM Security Agreement Fully Executed#page2.tif source=TM Security Agreement Fully Executed#page3.tif source=TM Security Agreement Fully Executed#page4.tif source=TM Security Agreement Fully Executed#page5.tif source=TM Security Agreement Fully Executed#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February __, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Patriarch Partners Agency Services, LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Loan and Security Agreement referred to below).

WITNESSETH:

WHEREAS, each Grantor entered into a Second Amended and Restated Credit Agreement dated as of December 7, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), with Patriarch Partners Agency Services, LLC, as Agent, and the lenders party thereto.

WHEREAS, as a condition precedent to the making of advances under the Loan and Security Agreement, each Grantor granted a security interest in certain trademarks to the Agent for the ratable benefit of the Lenders.

WHEREAS, the Grantors have acquired additional trademarks and are required under the terms of the Loan and Security Agreement to execute and deliver this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Lenders, and grants to the Administrative Agent for the benefit of the Lenders a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its trademarks and all License Agreements providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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 Administrative Agent pursuant to the Loan and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and License Agreements subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor 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,

FETCO HOME DECOR, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:


PATRIARCH PARTNERS AGENCY SERVICES, LLC
as Administrative Agent

By:  _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor 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,

FETCO HOME DECOR, INC.
as Grantor

By: 
Name: Michael A Ricciorelli
Title: CFO

ACCEPTED AND AGREED
as of the date first above written:

PATRIARCH PARTNERS AGENCY SERVICES, LLC
as Administrative Agent

By: _____
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF Rhode Island)
COUNTY OF Bristol) ss.

On this 25 day of February, 2013 before me personally appeared Michael A. Ricciardi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FETCO HOME DECOR, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Adrienne L. LeVasseur
Notary Public

Term Expires on 5/5/15

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Jurisdiction of Filing</u>
Through the Eyes of a Child	3,036,806	December 27, 2005	December 27, 2015	US
Funtography	3,107,830	June 20, 2006	June 20, 2016	US
Eco Woods!	71928	11-3-2009	11-3-2014	Massachusetts
Eco-Elements	3784642	5-4-2010	5-4-2020	US
Eco Woods	4043439	10-18-2011	10-18-2021	US

B. TRADEMARK APPLICATIONS

None other than United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith.

C. TRADEMARK LICENSES

None

2176453.2