04-23-2002

102063972

Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mish Mash LLC 4-10-02

☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership

☐ Corporation-State -Del aware
x Other - Ohio Limited Liability C ompany

Additional name(s) of conveying party(ies) attached? ☐ Yes x No

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank

Internal Address:

Street Address: 270 Park Avenue

City: New York State: New York Zip Code: 10017

☐ Individual(s) citizenship

☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-
x Other Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
x Security Interest ☐ Change of Name
☐ Other

Execution Date: February 11, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/331241	76/175946	78/073757
76/331240	76/175947	76/331225
76/331249	76/175948	76/331248
76/275925	76/175949	

Trademark Registration No.(s)

Additional numbers attached? ☐ Yes x No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved 11

7. Total fee (37 CFR 3.41): . . . . . $ 290.00

x Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Helen Bruno — Name of Person Signing
Signature
April 8, 2002 — Date

Total number of pages comprising cover sheet: 6

04/23/2002 [illegible] 00000007 76331241
01 FC:481 40.00 OP
02 FC:482 250.00 OP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-

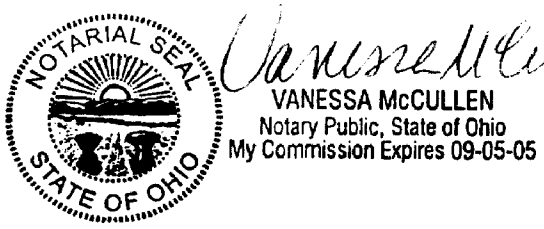
ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MISH MASH, LLC, an Ohio limited liability company (the "Assignor") with principal offices at 3885 Morse Road, Columbus, Ohio 43219, hereby assigns and grants to JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York), as Collateral Agent, with principal offices at 270 Park Avenue, New York, New York 10017 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of August 13, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 11 day of February, 2002.



MISH MASH, LLC, Assignor

By: _____
Michael W. Rayden, President

JPMORGAN CHASE BANK (f/k/a Morgan Guaranty Trust Company of New York), as Collateral Agent, Assignee

By: _____
Name:
Title:

NEWYORK 827766 v2 (2K)

STATE OF OHIO)

) ss.:

COUNTY OF FRANKLIN)

On this 11 day of February before me personally came Michael W. Rayden who, being by me duly sworn, did state as follows: that he is President of Mish Mash, LLC, that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said limited liability company and that he did so by authority of the sole member of said limited liability company.

Vanessa McCullen

Notary Public

VANESSA McCULLEN
Notary Public, State of Ohio
My Commission Expires 09-05-05

NEW YORK 827766 v2 (2K)

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 11 day of February, 2002.

NOTARIAL SEAL
STATE OF OHIO

VANESSA McCULLEN
Notary Public, State of Ohio
My Commission Expires 09-05-05

MISH MASH, LLC, Assignor

By: _____
Michael W. Rayden, President

JPMORGAN CHASE BANK (f/k/a Morgan Guaranty Trust Company of New York), as Collateral Agent, Assignee

By: _____
Name: BARRY K. BERGMAN
Title: VICE PRESIDENT

NEWYORK 827766 v2 (2K)

SCHEDULE OF MARKS

MARK	APPL. NO.	APPL. DATE	REG NO.	REG. DATE
BRONZE WITH ATTITUDE	76/331,241	10/26/01	N/A	N/A
CREAM OF THE CROP	76/331,240	10/26/01	N/A	N/A
CURVESSENCE	76/331,249	10/26/01	N/A	N/A
MISH MASH	76/275,925	12/20/00	N/A	N/A
MISH MASH	76,175,946	12/20/00	N/A	N/A
MISH MASH	76/175,947	12/20/00	N/A	N/A
MISH MASH	76/175,948	12/20/00	N/A	N/A
MISH MASH	76/175,949	12/20/00	N/A	N/A
NAIL IT	78/073,757	10/23/01	N/A	N/A
SHE'S A LOOKER	76/331,225	10/26/01	N/A	N/A
SICKENINGLY PERFECT	76/331/248	10/26/01	N/A	N/A