

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment for Security

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Millbrook Distribution Services Inc.		02/11/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JP Morgan Chase Bank , N.A., as administrative and collateral agent
<b>Street Address:</b>	1166 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	a New York Banking corporation: NEW YORK

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2025274	MILLBROOK MERCHANDISING FOR EXCELLENCE
Registration Number:	1791834	SPACE SMART
Registration Number:	1546008	VALU STAR
Registration Number:	1435563	FELINE FAIR
Registration Number:	1426619	HAND HANDLER
Registration Number:	1435562	CANINE FAIR
Registration Number:	760818	CARRIAGE TRADE
Registration Number:	2289805	RIGHTSOURCING
Registration Number:	2290809	RIGHTSOURCING
Registration Number:	2516245	M MILLBROOK RETAIL SOLUTIONS
Registration Number:	2551071	EMILLBROOK
Registration Number:	2885933	CARRIAGE TRADE
Registration Number:	2894666	CARRIAGE TRADE

**CORRESPONDENCE DATA**

**900020027**

**TRADEMARK  
 REEL: 003032 FRAME: 0654**

**CH \$340.00 2025274**

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Address Line 2: c/o Kaye Scholer LLP  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Joyce Francis
Signature:	/s/Joyce Francis
Date:	02/18/2005

**Total Attachments: 3**  
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## **SECURITY AGREEMENT**

### **(TRADEMARKS)**

WHEREAS, Millbrook Distribution Services Inc., a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed **Schedule 1** annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to JPMorgan Chase Bank, N.A., as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties, as such term is defined in the Omnibus Pledge and Security Agreement, dated as of February 11, 2005 (as amended, restated, supplemented or otherwise modified, the "Security Agreement") by and among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 1166 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 11th day of February, 2005.

Millbrook Distribution Services Inc.

By:  \_\_\_\_\_

Name: Richard A. Bernstein  
Title: Chairman of the Board

**SCHEDULE I**

**Trademarks And Trademark Applications**

Millbrook Distribution Services Inc.:

<u>Name of Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Issue or Filing Date</u>
MILLBROOK MERCHANDISING FOR EXCELLENCE & Design	US	2025274	12/24/1996
SPACE SMART	US	1791834	09/07/1993
VALU STAR	US	1546008	07/04/1989
FELINE FAIR	US	1435563	04/07/1987
HAND HANDLER	US	1426619	01/27/1987
CANINE FAIR	US	1435562	04/07/1987
CARRIAGE TRADE & Design	US	760818	11/26/1963
RIGHTSOURCING	US	2289805	11/02/1999
RIGHTSOURCING & Design	US	2290809	11/09/1999
M MILLBROOK RETAIL SOLUTIONS & Design	US	2516245	12/11/2001
EMILLBROOK	US	2551071	03/19/2002
CARRIAGE TRADE logo	US	2885933	09/21/2004
CARRIAGE TRADE	US	2894666	10/19/2004