

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
D'Artagnan Trademarks LLC		08/05/2005	Limited Liability Company: NEW JERSEY

RECEIVING PARTY DATA

Name:	Credit Industriel et Commercial
Street Address:	520 Madison Avenue
Internal Address:	New York Branch
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2106319	D'ARTAGNAN
Registration Number:	2316850	D'ARTAGNAN
Registration Number:	2377192	D'ARTAGNAN
Registration Number:	2579264	D'ARTAGNAN
Registration Number:	2628309	D'ARTAGNAN
Registration Number:	2649374	D'ARTAGNAN
Registration Number:	2291063	THE DUCK STOPS HERE
Registration Number:	2292470	THE DUCK STOPS HERE D'ARTAGNAN
Registration Number:	2204511	LAFAYETTE
Registration Number:	2576246	D'ARTAGNAN
Registration Number:	2847619	D'ARTAGNAN
Registration Number:	2267912	
Serial Number:	78227440	D'ARTAGNAN

CH \$390.00 2106319

Serial Number:	78101472	D'ARTAGNAN
Serial Number:	78431842	IT'S BOAR, NOT BORING!

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	08/22/2005

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 5, 2005, is made between D'Artagnan Trademarks LLC, ("Trademarks"), a New Jersey limited liability company (the "Grantor"), and Credit Industriel et Commercial, New York Branch ("CIC"), as Secured Party.

WITNESSETH:

WHEREAS, pursuant to a Letter Agreement, dated as of August 5, 2005, with Aramis Holdings Inc., the "Letter Agreement"), CIC has committed to extend a Facility to Aramis Holdings Inc;

WHEREAS, in connection with the Letter Agreement, Aramis Holdings Inc. has executed and delivered a Security Agreement, dated as of August 5, 2005, the "Security Agreement";

WHEREAS, as a condition precedent to the making and maintenance of Eurodollar Advances under the Letter Agreement, the Grantor is required to execute and deliver this Agreement and to grant to CIC a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce CIC to make Eurodollar Advances to Aramis Holdings Inc. Inc pursuant to the Letter Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to CIC, and grant to CIC a security interest in all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos and other source of business identifiers referred to in Item A of Schedule I attached hereto (as supplemented from time to time), and all prints, labels and designs on which any of the foregoing have appeared or appear and all adaptations, derivations and combinations of the foregoing (all of the foregoing items in this clause (a) being collectively called the "Trademarks"), whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country;

(b) all Trademark licenses referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor

TRADEMARK

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against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license referred to in Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any such Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the CIC in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to CIC for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of CIC) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the payment in full in cash of all Obligations and the termination of all commitments, CIC shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral (other than proceeds) which has been granted hereunder.

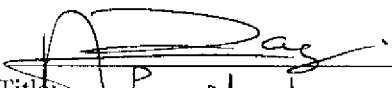
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of CIC with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. etc. This Agreement is a loan document executed pursuant to the Letter Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Letter Agreement.

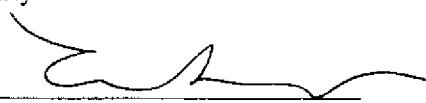
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

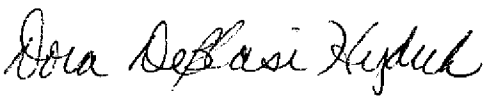
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

D'Artagnan Trademarks LLC, as Grantor

By 
Title: President

Credit Industriel et Commercial, New York Branch,
as Secured Party

By 
Title: Vice President


By Dora Deblasi Hyduk
Title: Vice President & Senior Credit Officer

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

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D'ARTAGNAN TRADEMARKS
TRADEMARK SCHEDULE

MARK	SERIAL NO.	REGISTRATION NO.	INTERNATIONAL CLASS	JURISDICTION
D'ARTAGNAN	75/041276	2,106,319	29	U.S.
D'ARTAGNAN	75/700014	2,316,850	33	U.S.
D'ARTAGNAN and Design	75/700018	2,377,192	33	U.S.
D'ARTAGNAN	75/695465	2,579,264	33	U.S.
D'ARTAGNAN	78/001330	2,628,309	42	U.S.
D'ARTAGNAN and Design	78/001333	2,649,374	35, 42	U.S.
D'ARTAGNAN	1001243	TMA530373		Canada
D'ARTAGNAN and Design	1001244	TMA530371	29	Canada
D'ARTAGNAN and Design	1522010	1522010	29	European Community
THE DUCK STOPS HERE	75/525524	2,291,063	29	U.S.
THE DUCK STOPS HERE and Design	75/525523	2,292,470	29	U.S.
LAFAYETTE	75/282336	2,204,511	29	U.S.
D'ARTAGNAN and Design (Sword Logo)	78/024082	2,576,246	35,42	U.S.
D'ARTAGNAN	75/666287	2,847,619	8	U.S.
D'ARTAGNAN and Design	78/227440		29,31	U.S.
D'ARTAGNAN	78/101472		29	U.S.
PRODUCT CONTAINER CONFIGURATION (Wave Tureen)	75/488547	2,267,912 (supplemental register)	29	U.S.
'IT'S BOAR, NOT BORING!'	78/431842		29	U.S.

* Subject to possible opposition proceeding.

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