

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marietta Corporation		12/17/2004	CORPORATION:

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce as Collateral Agent
Street Address:	425 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1996168	CAMBRIA & TAYLOR
Registration Number:	2272086	D'MUIR
Registration Number:	2304271	FOR YOU. FOR THE EARTH.
Registration Number:	1701293	FRESH 'N' MINTY
Registration Number:	1659351	LORD & MAYFAIR
Registration Number:	1954582	LORD & MAYFAIR
Registration Number:	1898492	SUN & SAND
Registration Number:	2448437	AROMAE
Registration Number:	2168558	PROTERRA
Registration Number:	1819633	
Registration Number:	2340436	
Registration Number:	2354021	INNOVATIVE AMENITY SOLUTIONS
Serial Number:	78436236	SERENE ELEMENTS
Serial Number:	76190269	GLAMOUR-PAK

CH \$365.00 1996168

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:	10/25/2005

Total Attachments: 4
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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of December 17, 2004, by Marietta Corporation (the "Pledgor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The 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 its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement and Intercreditor Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 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 Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor

Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MARJETTA CORPORATION

By: 

Name: Richard A. Bloom

Title: Chief Executive Officer

Accepted and Agreed:
CIBC World Markets Corp. As Agent for
CANADIAN IMPERIAL BANK OF COMMERCE,
as Collateral Agent

By: 

Name: Cedric Henley

Title: Executive Director

By: _____

Name:

Title:

(Second Lien Trademark Security Agreement)

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Marietta Corporation	1,996,168	CAMBRIA & TAYLOR
Marietta Corporation	2,272,086	D'MUIR
Marietta Corporation	2,304,271	FOR YOU, FOR THE EARTH
Marietta Corporation	1,701,293	FRESH 'N' MINTY
Marietta Corporation	1,659,351	LORD & MAYFAIR
Marietta Corporation	1,954,582	LORD & MAYFAIR
Marietta Corporation	1,898,492	SUN & SAND
Marietta Corporation	2,448,437	AROMAE
Marietta Corporation	2,168,558	PROTERRA
Marietta Corporation	1,819,633	**DESIGN ONLY**
Marietta Corporation	2,340,436	**DESIGN ONLY**
Marietta Corporation	2,354,021	INNOVATIVE AMENITY SOLUTIONS

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Marietta Corporation	78/436,236	SERENE ELEMENTS
Marietta Corporation	76/190,269	GLAMOUR-PAK