

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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OP \$440.00 997652

900041599

TRADEMARK
REEL: 003242 FRAME: 0426

Registration Number:	753608	SHIP BRAND
Registration Number:	753563	SHIP BRAND
Registration Number:	1469567	MAG

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0082
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	02/07/2006

Total Attachments: 7

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of January 30, 2006, made by Mafco Worldwide Corporation, a Delaware corporation ("Grantor"), in favor of JP Morgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, the Grantor is the owner of the trademarks and service marks set forth on Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, Grantors have entered into a Credit Agreement, dated as of December 8, 2005 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, Bear Stearns Corporate Lending Inc., as syndication agent, Natexis Banques Populaires and National City Bank, as co-documentation agents, and the Administrative Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of December 8, 2005, by and among Grantor and the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor granted, assigned and conveyed to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, and lien on, certain intellectual property owned by the Grantor, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to Administrative Agent this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Guarantee Collateral Agreement, the Grantor hereby grants, assigns and conveys to Administrative Agent a security interest in, and lien, on the Trademark Collateral, in each case, now existing or hereafter, provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

The Grantor hereby acknowledges the sufficiency and completeness of this Notice to create the security interest in the Trademark Collateral and to grant the same to the Administrative Agent, and the Grantor hereby requests the relevant trademark office and/or governing body to file and record the same together with the annexed Schedule 1.

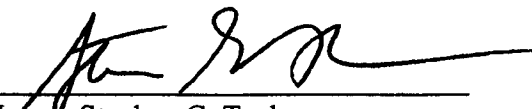
The Grantor and the Administrative Agent hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Guarantee and Collateral Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Notice to be duly executed and delivered as of the date first above written.

MAFCO WORLDWIDE CORPORATION

By: 
Name: Stephen G. Taub
Title: President and Chief Executive Officer

JP MORGAN CHASE BANK, N.A.
As Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Notice to be duly executed and delivered as of the date first above written.

MAFCO WORLDWIDE CORPORATION

By: _____

Name: Stephen G. Taub

Title: President and Chief Executive Officer

JP MORGAN CHASE BANK, N.A.

As Administrative Agent

By: Neil R. Boylan

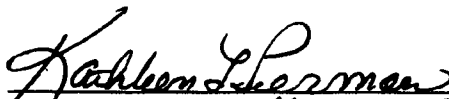
Name:

Title:

Neil R. Boylan
Managing Director

STATE OF New Jersey)
) ss.:
COUNTY OF Camden)

On this 31st day of January, 2006 before me personally came Stephen G. Taub, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the President and Chief Executive Officer of Mafco Worldwide Corporation; he signed the instrument in the name of Mafco Worldwide Corporation; and he had the authority to sign the instrument on behalf of Mafco Worldwide Corporation.



Notary Public # 2209175

KATHLEEN L. PIERMAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 1/27/2008

STATE OF New York)
) ss.:
 COUNTY OF New York)

On this 30th day of January, 2006 before me personally came Neil R. Boylan,
 to me known to be the person who signed the foregoing instrument and who being duly sworn by
 me did depose and state that s/he is the Managing Director
 of JP Morgan Chase Bank, N.A.; s/he signed the instrument in the name of JP Morgan Chase
 Bank, N.A.; and s/he had the authority to sign the instrument on behalf of JP Morgan Chase
 Bank, N.A.

Elsa V. Griffith
 Notary Public

ELSA V. GRIFFITH
 Notary Public, State of New York
 No. 01GR4938119
 Qualified in Kings County
 Commission Expires March 30, 2007

Schedule 1

<u>Mark</u>	<u>Reg No.</u>	<u>Reg. Date</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Type/Status</u>
MAFCO-MAGNASWEET	0997652	11/5/1974	72/462129	7/5/1973	Renewed
COCOA DRESS and design	1060456	3/1/1977	73/080188	3/15/1976	Renewed
MAGNASWEET and design	2331742	3/21/2000	75/605727	12/15/1998	Registered
SME	1017526	8/5/1975	73/027317	7/22/1974	Renewed
MAFCO and design	0612290	9/13/1955	71/676815	9/13/1955	Renewed
MAFCO and design	0856843	9/17/1968	72/291465	2/19/1968	Renewed
RIGHTDRESS	1278230	5/15/1984	73/368993	6/10/1982	Renewed
TRADE MARK and design	0084018	10/31/1911	71/056173	5/4/1911	Renewed
MAFCO and design	0864099	1/28/1969	72/291463	2/19/1968	Renewed
RIGHT DRESS and design	0764149	2/4/1964	72/163953	3/5/1963	Renewed
SHIP BRAND	0753781	7/30/1963	72/144623	5/15/1962	Renewed
S	0635021	10/2/1956	71/699812	12/12/1955	Renewed
BVB and design	0625539	4/17/1956	71/676122	11/5/1954	Renewed
BEAUTY BLANKET	0836186	10/3/1967	72/255712	10/4/1966	Renewed
SHIP BRAND	0753608	7/30/1963	72/144622	5/15/1962	Renewed
SHIP BRAND	0753563	7/30/1963	72/144621	5/15/1962	Renewed
MAG	1469567	12/22/1987	73/619470	9/12/1986	Registered