

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THOIP Unlimited		09/04/2006	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	GE Leveraged Loans Limited		
Street Address:	30 Berkeley Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1J 6EW		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2233157	MR. MEN LITTLE MISS	
Registration Number:	2384581	MR.MEN LITTLE MISS	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 876-7700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	233 S. Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	041392-0001		
DOMESTIC REPRESENTATIVE			
Name:			

OP \$65.00 2233157

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Thomas J. Buettner

Signature:

/tjb/

Date:

10/03/2006

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT ("Agreement"), dated as of 4 September 2006, between **THOIP Unlimited** ("Debtor"), an unlimited company with registered office at 4th Floor Aldwych House, 81 Aldwych, London, WC2B 4HN, England, (Company No. 01610133), and **GE LEVERAGED LOANS LIMITED**, a company incorporated in England and Wales with registered office at 30 Berkeley Square, London W1J 6EW (Company No. 04506546) as agent and trustee for itself and each of the Beneficiaries (as such term is defined in the Debenture referred to below) (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) **Terms Defined in Debenture.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Debenture.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"Collateral" means the assets set out in Section 2(a) whether now or hereafter existing or arising or in which such Debtor now has or hereafter owns, acquires or develops an interest and wherever located.

"Debenture" means the debenture dated 4 September 2006 between, among others, the Debtors and the Secured Party;

"PTO" means the United States Patent and Trademark Office;

"Secured Obligations" has the meaning set out in the Debenture;

"UCC" means the Uniform Commercial Code as in effect in the State of New York, United States of America

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Debenture shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) (i) **Grant of Security Interest.** As security for the payment and performance of the Secured Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of such Debtor's right, title and interest in, to and under all state (including common law), federal trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) (including such marks, names and applications as described in Schedule A), whether registered or unregistered and all reissues, extensions and renewals thereof; and

(ii) so far as permitted under the relevant documents pursuant to which it derives title, all proceeds of any and all of the foregoing Collateral (including royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty, or guaranty payable by reason or loss or damage to or otherwise with respect to the foregoing Collateral.

(b) **Continuing Security Interest.** Debtor agrees that this Agreement shall create a continuing first interest in the Collateral which shall remain in effect until terminated in accordance with Section 10 hereof.

(c) **Intercreditor Deed.** This security interest shall be in addition to the security interest granted by that certain Trademark Security Agreement between Debtor and Secured Party dated as of July 17, 2006 and recorded with the PTO at reel 003361, frame 0511 (the "Existing Agreement") and all security interests over the Collateral pursuant to this Agreement and the Existing Agreement shall be regulated by, and exercised in accordance with, the terms of that certain Intercreditor Deed dated 23 February 2006, as amended and restated on or about the date hereof.

SECTION 3. Supplement to Debenture. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Debenture. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Debenture or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Further Acts. Subject to the provisions of the Debenture, on a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party (acting reasonably) to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and

remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of the Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party.

SECTION 5. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 5, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtor, Secured Party and their respective successors and assigns in accordance with the provisions of the Debenture. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Finance Documents (as defined in the Intercreditor Deed).

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 8. Entire Agreement; Amendment. This Agreement and the Debenture, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Debenture. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 5 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Debenture, the terms of the Debenture shall prevail, it being understood that the purpose of this Agreement is to validate, and not detract from, the rights granted to Secured Party under the Debenture.

SECTION 9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed

counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 10. Termination. Upon payment and performance in full of all Secured Obligations, the security interests created by this Agreement shall terminate and Secured Party (at the Debtor's expense) shall promptly execute and deliver to the Debtor such documents and instruments reasonably requested by the Debtor as shall be necessary to evidence termination of all such security interests given by the Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 11. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 12. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 13. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Debenture.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THOIP Unlimited

By: Sam

Title: DIRECTOR

GE LEVERAGED LOANS LIMITED

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THOIP Unlimited

By: _____

Title: _____

GE LEVERAGED LOANS LIMITED

MICHELLE LEE

By: Michelle Lee

Title: authorized signatory

SCHEDULE A
to the Trademark Security Agreement

U.S. Trademarks of Debtor (THOIP Unlimited)

Registration No.	Registration Date	Mark
2233157	March 23, 1999	MR MEN LITTLE MISS (and Design)
2384581	September 12, 2000	MR MEN LITTLE MISS (and Design)