

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
Nichols Inc.		02/21/2007	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc., as Administrative Agent		
Street Address:	222 North LaSalle Street		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78926722		
Serial Number:	78926719		
Serial Number:	78926718		
Registration Number:	3161054	PHOTO FABRIC	
Registration Number:	3060039	ENTASI	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher c/o Goldberg Kohn		
Address Line 1:	55 East Monroe Street		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$140.00 78926722

ATTORNEY DOCKET NUMBER:	5125.145
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	02/22/2007
Total Attachments: 5 source=Nichols Trademark Security Agreement#page1.tif source=Nichols Trademark Security Agreement#page2.tif source=Nichols Trademark Security Agreement#page3.tif source=Nichols Trademark Security Agreement#page4.tif source=Nichols Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 21st day of February, 2007 by Nichols Inc., a Utah corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

W I T N E S S E T H

WHEREAS, Moss Inc., a Maine corporation ("Moss"), Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Moss by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, Moss, Moss Holding Company, a Delaware corporation, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Moss under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. To the extent related to the creation, ownership, maintenance or encumbrances of the Trademark Collateral (as defined below), the applicable terms and provisions of the Credit Agreement and Security Agreement are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement and/or the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill


of the business connected with the use of, and symbolized by, each Trademark;
and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark; provided, however, that no security interest shall be granted in any United States "intent-to-use" trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent-to-use" trademark application under applicable federal law.

3. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NICHOLS INC.

By: 
Its: Vice President & Secretary

Agreed and Accepted
as of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Its: _____


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NICHOLS INC.

By: _____
Its: _____

Agreed and Accepted
as of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By:  _____
Its: John M. Stanzi
Vice President

SCHEDULE 1

TRADEMARK APPLICATIONS

Trademark	Serial No.	Date Issued:
Design	78/926722	12/29/2006
Design	78/926719	12/29/2006
Design	78/926718	12/30/2006

TRADEMARK REGISTRATIONS:

Trademark Application	Registration No.	Date:
Photo Fabric	3,161,054	10/17/06
Entasi	3,060,039	2/21/06

TRADEMARK APPLICATIONS

TRADEMARK LICENSES:

NONE