

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Millbrook Distribution Services Inc.		02/22/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	530 Fifth Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	Banking Institution:

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2025274	MILLBROOK MERCHANDISING FOR EXCELLENCE
Registration Number:	1791834	SPACE SMART
Registration Number:	1546008	VALU STAR
Registration Number:	1435563	FELINE FAIR
Registration Number:	1426619	HAND HANDLER
Registration Number:	1435562	CANINE FAIR
Registration Number:	760818	CARRIAGE TRADE
Registration Number:	2289805	RIGHTSOURCING
Registration Number:	2290809	RIGHTSOURCING
Registration Number:	2516245	M MILLBROOK RETAIL SOLUTIONS
Registration Number:	2551071	EMILLBROOK
Registration Number:	2885933	CARRIAGE TRADE
Registration Number:	2894666	CARRIAGE TRADE

**CORRESPONDENCE DATA**

**900070102**

**TRADEMARK  
 REEL: 003487 FRAME: 0745**

**CH \$340.00 2025274**

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Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP  
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Address Line 2: 16-06  
Address Line 4: New York, NEW YORK 10022-3598

NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	02/23/2007

**Total Attachments: 3**  
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## SECURITY AGREEMENT

### (TRADEMARKS)

WHEREAS, Millbrook Distribution Services Inc., a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed **Schedule 1** annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to JPMorgan Chase Bank, N.A., as administrative agent (referred to herein as the "Grantee") and the other Secured Parties, as such term is defined in the Omnibus Pledge and Security Agreement, dated as of February 22, 2007 (as amended, restated, supplemented or otherwise modified, the "Security Agreement") by and among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Credit Agreement (as defined in the Security Agreement)); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations;

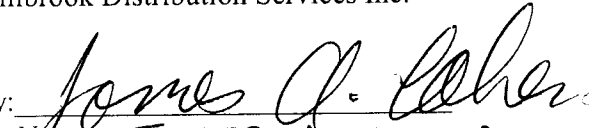
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 530 Fifth Avenue, New York, New York 10036.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 22 day of February, 2007.

Millbrook Distribution Services Inc.

By:   
Name: JAMES A. COHEN  
Title: SENIOR VICE PRESIDENT

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

<b>Name of Mark</b>	<b>Jurisdiction</b>	<b>Filing or Registration Number</b>
MILLBROOK MERCHANDISING FOR EXCELLENCE & Design	US	2025274
SPACE SMART	US	1791834
VALU STAR	US	1546008
FELINE FAIR	US	1435563
HAND HANDLER	US	1426619
CANINE FAIR	US	1435562
CARRIAGE TRADE & Design	US	760818
RIGHTSOURCING	US	2289805
RIGHTSOURCING & Design	US	2290809
M MILLBROOK RETAIL SOLUTIONS & Design	US	2516245
BB Logo (Positioned back to back in oval)	OH	TM14090
EMILLBROOK	US	2551071
CARRIAGE TRADE logo	US	2885933
CARRIAGE TRADE	US	2894666