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
Brand Services, LLC		02/07/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co. Incorporated
Street Address:	1585 Broadway
Internal Address:	2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2077847	ALUMA SURE LOCK
Registration Number:	2571877	ALUMASYSTEMS
Registration Number:	3061631	ALUMA-DEK
Registration Number:	1356223	ALUMACS
Registration Number:	1815144	BRAND
Registration Number:	2707666	BRANDBLOC
Registration Number:	2800144	BRANDEZ
Registration Number:	2801042	BRANDGRAB
Registration Number:	2668926	BRANDNET
Registration Number:	2663054	BRANDNOW
Registration Number:	2663042	BRANDPLAN
Registration Number:	2599004	BRANDWEB
Registration Number:	3142524	HI-FLYER

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Registration Number:	2579333	M
Registration Number:	3087888	PROFIELD
Serial Number:	76637833	ALUMA SYSTEMS
Serial Number:	78776098	SAFESPACE

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 8002210770

Email: matthew.mayer@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

ATTORNEY DOCKET NUMBER:	CSC # 765543
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	03/06/2007

Total Attachments: 8

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Schedule A

U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK APPLICATIONS

Registered Trademark	Owner	Registration Number
ALUMA SURE LOCK	Brand Services, LLC	2077847
ALUMA SYSTEMS	Brand Services, LLC	2571877
ALUMA-DEK	Brand Services, LLC	3061631
ALUMACS	Brand Services, LLC	1356223
BRAND	Brand Services, LLC	1815144
BRANDBLOC	Brand Services, LLC	2707666
BRANDEZ	Brand Services, LLC	2800144
BRANDGRAB	Brand Services, LLC	2801042
BRANDNET	Brand Services, LLC	2668926
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BRANDWEB	Brand Services, LLC	2599004
HI-FLYER	Brand Services, LLC	3142524
M	Brand Services, LLC	2579333
PROFIELD	Brand Services, LLC	3087888

Trademark Application	Owner	Application Number
ALUMA SYSTEMS and Design	Brand Services, LLC	76/637,833
SAFESPACE	Brand Services, LLC	78/776,098

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LENDERS
SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Lenders Second Lien Trademark Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") dated February 7, 2007 is made by Brand Services, LLC, a Delaware limited liability company (the "**Grantor**"), in favor of Morgan Stanley& Co. Incorporated, as collateral agent (the "**Collateral Agent**") for the Lenders (as defined in the Loan Agreement referred to below).

WHEREAS, the Grantor has entered into a Second Lien Term Loan Agreement dated as of February 7, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time (the "**Loan Agreement**") among FR Brand Holdings Corp., a Delaware corporation ("**Holdings**"), FR Brand Acquisition Corp., a Delaware corporation (the "**Company**"), Aluma Systems Inc., a Canadian corporation (the "**Canadian Borrower**"), the Grantor, the lenders party thereto from time to time (the "**Lenders**"), Morgan Stanley Senior Funding, Inc. ("**Morgan Stanley**"), as Administrative Agent, the Collateral Agent, Credit Suisse Securities (USA) LLC ("**Credit Suisse**"), as Syndication Agent, Morgan Stanley and Credit Suisse, as Joint Lead Arrangers and Joint Book Managers, and Natexis Banques Populaires and General Electric Capital Corporation, as Co-Documentation Agents.

WHEREAS, as a condition precedent to the extension of credit by the Lenders under the Loan Agreement, the Grantor has executed and delivered that certain Second Lien Guarantee and Collateral Agreement dated February 7, 2007 made by the Holdings, the Company, the Grantor and certain of their subsidiaries to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Loan Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement or the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, each Trademark of the Grantor now held or hereafter acquired, and has agreed as a condition thereof to execute this Lenders Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. *Grant of Security*. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest

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in all of such Grantor's 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 acquired or arising:

(i) each U.S. Trademark owned by the Grantor, including, without limitation, each U.S. Trademark registration and application therefore, referred to in Schedule A hereto (*provided* that no security interest shall be granted in U.S. intent-to-use trademark applications 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), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Section 2. *Security for Obligations*. The grant of continuing security interest in the Trademark Collateral by each Grantor under this Lenders Trademark Security Agreement secures the payment of all Guaranteed Obligations of such Grantor, now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. *Recordation*. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 4. *Execution in Counterparts*. This Lenders Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. *Grants, Rights and Remedies*. This Lenders Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Lenders Security Agreement and is

expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto.

Section 6. *GOVERNING LAW.* THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Lenders Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BRAND SERVICES, LLC

By: _____

Name: Anthony Rabb

Title: Vice President

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MORGAN STANLEY & CO.
INCORPORATED, as Collateral Agent

By: _____
Name: Henry F. D'Alessandro
Title: Managing Director

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

I, Allen Gleckner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Anthony Rabb, _____ of Brand Services, LLC (the "**Company**"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 7 day of February, 2007.

[Seal]

Allen Gleckner

Signature of notary public
My Commission expires 10/3/09

ALLEN GLECKNER
NOTARY PUBLIC, State of New York
No. [illegible]
Qualified in [illegible]
Commission Expires [illegible]

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Schedule A
to Lenders Trademark Security Agreement

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