

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
E&B Giftware LLC		05/11/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation (as Administrative Agent)
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1137903	LOOK-A-LITE
Registration Number:	2550526	CURLY-Q
Registration Number:	2630291	STICKITY
Registration Number:	2630292	DINERETTES
Registration Number:	2728921	PLANT HUGGERS
Registration Number:	2872118	FIFTH AVENUE
Registration Number:	3151350	GRILL TEK
Registration Number:	3184246	NAPA ESSENTIALS
Registration Number:	2583149	MICRO MOVER
Registration Number:	2696446	TECH TAG
Serial Number:	76627883	COUNTRY PROVENÇAL
Serial Number:	76674501	PERFECT SOLUTIONS
Serial Number:	76673490	VOICEBOX!

TRADEMARK

REEL: 003547 FRAME: 0521

900077527

CH \$390.00 1137903

Serial Number:	76675700	CONTROL-YOUR-MAN
Serial Number:	76675730	CONTROL-YOUR-WOMAN

CORRESPONDENCE DATA

Fax Number: (404)572-4691

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

Phone: 404-572-4691

Email: jhannon@kslaw.com

Correspondent Name: James M. Hannon

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLP - 34th Floor

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.015022
NAME OF SUBMITTER:	James M. annon
Signature:	/James M. Hannon/
Date:	05/22/2007

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 15, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 15, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among E&B Giftware, LLC, a Delaware limited liability company ("E&B"), EB Exercise, LLC, a Delaware limited liability company ("Exercise"), and Sportline Inc., a Delaware corporation ("Sportline" and together with E&B and Exercise, each a "US Borrower" and, collectively, the "US Borrowers"), Star Case (UK) Limited (the "UK Borrower"), the other Persons party hereto that are designated as a "Credit Party", the Agent, as (i) US Agent (x) for the US Lenders (as defined therein) and for itself as a US Lender and L/C Issuer and (y) as to the US Collateral, to the extent it secures the guaranty by the US Credit Parties of the UK Obligations, for the UK Agent and the UK Lenders, and (ii) UK Agent for the UK Lenders (as defined therein) and for itself as a UK Lender, and such UK Lenders, GE Capital, as UK Security Trustee, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of

such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

E&B GIFTWARE LLC

as Grantor

By: _____

Name: _____

Title: _____

FRANK KIRBY
CFO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: BRIANA A. POLOMSKY
Title: DULY AUTHORIZED SIGNATORY

E&B Giftware LLC
Trademark Security Agreement

ACKNOWLEDGMENT OF GRANTOR

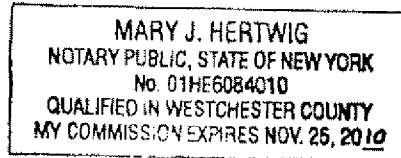
State of NEW YORK)

County of WESTCHESTER)

ss.

On this 11 day of May, 2007 before me personally appeared FRANK KIRBY, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of E&B Giftware LLC, who being by me duly sworn, did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Mary J. Hertwig
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Jurisdiction
LOOK-A-LITE	73/189,068	10/12/1978	1,137,903	7/15/1980	E&B Giftware LLC	U.S.A.
CURLY-Q	75/728,130	6/14/1999	2,550,526	3/19/2002	E&B Giftware LLC	U.S.A.
STICKITY	76/166,627	11/16/2000	2,630,291	10/8/2002	E&B Giftware LLC	U.S.A.
DINERETTES	76/166,630	11/16/2000	2,630,292	10/8/2002	E&B Giftware LLC	U.S.A.
PLANT HUGGERS	76/427,648	7/5/2002	2,728,921	6/24/2003	E&B Giftware LLC	U.S.A.
FIFTH AVENUE	76/278,388	6/29/2001	2,872,118	8/10/2004	E&B Giftware LLC	U.S.A.
GRILL TEK	76/608,058	8/20/04	3,151,350	10/3/2006	E&B Giftware LLC	U.S.A.
NAPA ESSENTIALS	76/608,059	8/20/2004	3,184,246	12/12/2006	E&B Giftware LLC	U.S.A.
MICRO MOVER	75/902,602	1/24/2000	2,583,149	6/18/2002	E&B Giftware LLC	U.S.A.
TECH TAG	76/244,528	4/20/2001	2,696,446	3/11/2003	E&B Giftware LLC	U.S.A.
L'OBJET & LE VIN	1945161	11/8/00	1945161	4/30/2002	E&B Giftware, LLC.	European Union (CTM)

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Jurisdiction
STARCASE	1293446	11/22/1986	1293446	8/30/1988	StarCase (UK) Limited	United Kingdom
STARCASE	1293447	11/22/1986	1293447	10/7/1988	StarCase (UK) Limited	United Kingdom
STARCASE	1293448	11/22/1986	1293448	11/4/1988	StarCase (UK) Limited	United Kingdom
GRAND PRIX	1408787	11/28/1989	1408787	7/26/1991	StarCase (UK) Limited	United Kingdom
GRAND PRIX	1408788	11/28/1989	1408788	6/21/1991	StarCase (UK) Limited	United Kingdom
SHAKESPEARE	1556776	12/15/1993	1556776	2/9/1996	StarCase (UK) Limited	United Kingdom
PERFECT SOLUTIONS	2300429	5/14/2002	2300429	8/8/2003	StarCase (UK) Limited	United Kingdom
PERFECT SOLUTIONS (Word & Device)	2322723	2/4/2003	2322723	2/6/2004	StarCase (UK) Limited	United Kingdom
THE PERFECT HUSBAND	2351905	12/19/2003	2351905	5/28/2004	StarCase (UK) Limited	United Kingdom
SOUL MATES SOULMATES	2351906	12/19/2003	2351906	5/28/04	StarCase (UK) Limited	United Kingdom
YOUR PERFECT PARTNER	2351910	12/19/2003	2351910	5/28/2004	StarCase (UK) Limited	United Kingdom
BACTIVE	2376819	10/28/2004	2376819	8/19/2005	StarCase (UK) Limited	United Kingdom
WAVE RUNNER	2379460	12/2/2004	2379460	5/20/2005	StarCase (UK) Limited	United Kingdom

2. TRADEMARK APPLICATIONS

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Jurisdiction
COUNTRY PROVENCAL (Stylized)	76/627,883	1/13/2005	n/a	n/a	E&B Giftware LLC	U.S.A.
PERFECT SOLUTIONS	76/674,501	3/2/2007	n/a	n/a	E&B Giftware LLC	U.S.A.
VOICEBOX! (Stylized)	76/673,490	3/2/2007	n/a	n/a	E&B Giftware LLC	U.S.A.
CONTROL-YOUR-MAN	76/675,700	4/19/2007	n/a	n/a	E&B Giftware LLC	U.S.A.
CONTROL-YOUR-WOMAN	76/675,730	4/19/2007	n/a	n/a	E&B Giftware LLC	U.S.A.
SCHILDKRAUT	1245559	7/6/1985	n/a	n/a	StarCase (UK) Limited	United Kingdom
STARCASE	1245560	7/6/1985	n/a	n/a	StarCase (UK) Limited	United Kingdom

3. IP LICENSES

1. GMNAO License Agreement, effective January 1, 2004, between General Motors Corporation and E&B Giftware LLC for use of certain Hummer marks (including emblems and vehicle body designs, models and other marks) in connection with the Licensed Products.
2. Trademark License Agreement for Canada, dated July 1, 1993, between Samsonite Corporation and E&B Giftware, as amended, for use of various Samsonite, Royal Traveller [and American Tourister] marks in connection with the Approved Products. [Third Amendment (April 1, 1999) amends and restates Agreement and Schedule 1.21 to include American Tourister marks.]
3. Trademark License Agreement, dated July 1, 1993, between Samsonite Corporation and E&B Giftware, Inc., as amended, for use of various Samsonite, Royal Traveller, EZ Go [and American Tourister] marks in connection with the Approved Products [First Amendment (October 5, 1998) amends and restates Schedule 1.14 to include American Tourister

marks, and Fourth Amendment (November 25, 2003) amends and restates Schedule 1.14, which includes the American Tourister marks.]

4. Trademark License Agreement for the United Kingdom and France, dated January 1, 1995, between Samsonite Corporation and E&B Giftware, Inc., as amended, for use of various Samsonite, Royal Traveller [and American Tourister] marks in connection with the Approved Products [First Amendment (January 1, 1999) terminates May 1, 1997 American Tourister agreement and amends and restates Schedule 1.1, which includes American Tourister marks for use in the UK.]
5. Agreement, dated April 28, 1995, between Salutron, Inc. and E&B Giftware LLC, where Salutron, Inc. will supply E&B Giftware LLC with heart rate watches based on Salutron's proprietary ECG technology for sales and distribution.
6. Trademark License Agreement dated December 29, 2003 between Travel Sentry, LLC and E&B Giftware LLC for use of certain Travel Sentry trademarks.
7. Trademark License Agreement dated January 1, 2006 between Samsonite Corporation and E&B Giftware LLC for use of certain Samonsite, Royal Traveller and American Tourister trademarks.
8. Trademark License Agreement dated April 11, 2005 between MTV Networks and E&B Giftware LLC for use of certain SpongeBob Squarepants trademarks.
9. Trademark License Agreement dated January 1, 2007 between Masterfoods USA, a Division of Mars, Incorporated and E&B Giftware LLC for use of certain M&M's trademarks.
10. Patent and Trademark License Agreement dated January 17, 2006 between HydraCoach, Inc. and E&B Giftware LLC for the right to produce and sell products based on Patent #6,212,959 and all foreign patents, divisions, continuations, continuations-in-part, reissues and reexaminations and the right to use HydraCoach Hydration Monitors (and design) trademarks.