

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ginsey Industries, Inc.		05/17/2007	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1156262	GINSEY	
<b>Serial Number:</b>	76399846	SOFT GIGGLES	
<b>Serial Number:</b>	77156017	SOFT GIGGLES	
<b>Serial Number:</b>	77150043	SOFT GIGGLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8008339848		
<b>Email:</b>	matthew.mayer@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	80 State Street		
<b>Address Line 2:</b>	6th Floor		
<b>Address Line 4:</b>	Albany, NEW YORK 12207		
<b>ATTORNEY DOCKET NUMBER:</b>	CSC # 929098		
<b>NAME OF SUBMITTER:</b>	Matthew Mayer		

**CH \$115.00 1156262**

Signature:	/Matthew Mayer/
Date:	06/05/2007
<b>Total Attachments: 10</b> source=Ginsey_PNC_TM4#page2.tif source=Ginsey_PNC_TM4#page3.tif source=Ginsey_PNC_TM4#page4.tif source=Ginsey_PNC_TM4#page5.tif source=Ginsey_PNC_TM4#page6.tif source=Ginsey_PNC_TM4#page7.tif source=Ginsey_PNC_TM4#page8.tif source=Ginsey_PNC_TM4#page9.tif source=Ginsey_PNC_TM4#page10.tif source=Ginsey_PNC_TM4#page11.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 17th day of May, 2007 by GINSEY INDUSTRIES, INC., a corporation formed under the laws of the Commonwealth of Pennsylvania (the "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

### WITNESSETH

WHEREAS, Grantor, Ginsey Industries Canada Inc. (together with Grantor, the "Borrowers"), Lenders and Agent are parties to a certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, Grantor has granted to Agent, 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 and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers (including Grantor) under the Loan 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 Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") 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 patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor.

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

**GINSEY INDUSTRIES, INC.**

By: *[Signature]*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

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

**GINSEY INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: *John F. Shields, Jr.*  
Name: John F. Shields, Jr.  
Title: Senior V.P.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

TRADEMARK	COUNTRY	REG. NO.	REG. DATE
Ginsey	United States	1,156,262	06/02/1981

**PENDING TRADEMARK APPLICATIONS**

TRADEMARK	COUNTRY	APPLICATION NO.	APPLICATION DATE
Soft Giggles	United States	76/399,846	4/23/2002
Soft Giggles & Design	United States	77/156,017	4/13/2007
Soft Giggles	United States	77/150,043	04/05/2007

**PATENT REGISTRATIONS**

PATENT TITLE	FILING DATE	PATENT NO.	REG. DATE	ASSIGNEE	ATTORNEY OF RECORD

SCHEDULE -1

074658.01238/11666417v.1

**TRADEMARK  
REEL: 003554 FRAME: 0937**

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF *MD* : SS  
COUNTY OF *Baltimore* :

On this 17<sup>th</sup> of May, 2007, before me personally appeared John F. Shields, Jr., to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of PMC Bank; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Carolyn C. Stein  
Notary Public  
My Commission Expires: 2/9/11


(ACKNOWLEDGEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)



**CORPORATE ACKNOWLEDGMENT**

UNITED STATE OF AMERICA :  
STATE OF NORTH CAROLINA : SS  
COUNTY OF MECKLENBURG :

On this 17<sup>th</sup> day of May, 2007, before me personally appeared Matthew E. Malone to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Ginsey Industries, Inc.; that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

  
Notary Public  
My Commission Expires: 5/25/08

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)

## POWER OF ATTORNEY

GINSEY INDUSTRIES, INC. (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, and Grantor and Ginsey Industries Canada Inc. dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Intellectual Property Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

17<sup>th</sup> IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this  
day of May, 2007.

**GINSEY INDUSTRIES, INC.**

By:   
Name: Matthew E. Malone  
Title: Vice President

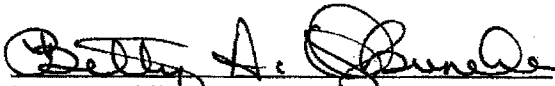
[SIGNATURE PAGE TO POWER OF ATTORNEY TO IP SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003554 FRAME: 0941**

**CORPORATE ACKNOWLEDGMENT**

UNITED STATE OF AMERICA :  
STATE OF NORTH CAROLINA : SS  
COUNTY OF MECKLENBURG :

On this 17<sup>th</sup> day of May, 2007, before me personally appeared Matthew E. Malone to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Ginsey Industries, Inc.; that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

  
Notary Public  
My Commission Expires: 5/25/08

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT)