

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Waldo's Holdings, LLC		10/02/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A.		
<b>Street Address:</b>	388 Greenwich Street		
<b>Internal Address:</b>	14th floor, Attn: Agency and Trust		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2524488	QPV	
Registration Number:	2540911	WALDO'S	
Registration Number:	2559384	WALDO'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)822-5423		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-530-5000		
<b>Email:</b>	jnici@milbank.com		
<b>Correspondent Name:</b>	Milbank, Tweed, Hadley & McCloy LLP		
<b>Address Line 1:</b>	One Chase Manhattan Plaza		
<b>Address Line 2:</b>	Rm. 4640		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>ATTORNEY DOCKET NUMBER:</b>	47000.20200		

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NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	10/09/2007
Total Attachments: 3 source=Waldo SA#page1.tif source=Waldo SA#page2.tif source=Waldo SA#page3.tif	

## TRADEMARK SECURITY AGREEMENT

WHEREAS, WALDO'S HOLDINGS, LLC (the "Grantor") has adopted, used, is using, and is the owner of the Trademarks listed in the attached Schedule of Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Trademark Security Agreement entered into the Pledge and Security Agreement dated as of October 2, 2007 (as may be modified from time to time, the "Security Agreement"; capitalized terms are used herein with the respective meanings given to such terms in the Security Agreement), in which the Grantor has granted certain interests in favor of Citibank, N.A., as U.S. collateral agent (the "U.S. Collateral Agent") for the benefit of the First Priority Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the U.S. Collateral Agent and the First Priority Secured Parties to execute this Trademark Security Agreement;

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

Section 1. Grant of Security Interest. As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the First Priority Secured Obligations, the Grantor hereby pledges and grants to the U.S. Collateral Agent for the benefit of the First Priority Secured Parties a security interest in all of the Grantor's right, title and interest in, to and under all the Trademarks, whether now owned or hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including without limitation the Trademarks listed on the attached Schedule of Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would adversely affect the validity or enforceability of the resulting trademark registration or application).

Section 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

Section 3. Acknowledgment. The Grantor acknowledges and agrees that (i) the security interest granted hereby has been granted to the First Priority Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof, (ii) the rights and remedies of the First Priority Secured Parties with respect to the security interest granted hereby are more fully set forth in the Security Agreement, (iii) the Security Agreement (including all rights and remedies of the First Priority Secured Parties

thereunder) shall remain in full force and effect in accordance with its terms and (iv) in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Date: October 2, 2007

WALDO'S HOLDINGS, LLC

By: 

Name: SCOTT A. BECK  
Title: CEO

SCHEDULE OF  
TRADEMARKS

Holder	Trademark	Country	App #	Reg. Date	Reg. #	Status	Class
Waldo's Holdings, LLC	QPV	United States	76/062,107	1/1/2002	2,524,488	Registered	08
Waldo's Holdings, LLC	Waldo's	United States	75/595,527	2/19/2002	2,540,911	Registered	35
Waldo's Holdings, LLC	Waldo's (Stylied)	United States	75/685,810	4/9/2002	2,559,384	Registered	35

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