

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Australian Gold, Inc.		12/27/2007	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	1525 West W.T. Harris Boulevard NC0680
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1046627	AUSTRALIAN GOLD
Registration Number:	2062813	AUSTRALIAN GOLD
Registration Number:	1637325	AUSTRALIAN GOLD
Registration Number:	1807592	AUSTRALIAN GOLD
Registration Number:	3036725	AUSTRALIAN GOLD BEARLY LEGAL
Registration Number:	3124449	AUSTRALIAN GOLD BODY KISSES
Registration Number:	3088491	AUSTRALIAN GOLD FREE SPIRIT
Registration Number:	1626563	CARIBBEAN GOLD
Registration Number:	2232308	CARIBBEAN GOLD
Registration Number:	1928801	SWEDISH BEAUTY
Registration Number:	3213892	SWEDISH BEAUTY ENDLESS
Serial Number:	78399368	SWEDISH BEAUTY INSPIRED
Registration Number:	3046940	SWEDISH BEAUTY RAVISHING
Serial Number:	78443910	SWEDISH BEAUTY UNFORGIVEN

OP \$365.00 1046627

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704 331 5792
Email: dmillard@kennedycovington.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 N Tryon St., Hearst Tower 47th Floor
Address Line 2: Kennedy Covington Lobdell & Hickman, LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13567.193WACHLEVFINANCE
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	01/04/2008

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 27, 2007 by and between AUSTRALIAN GOLD, INC., an Indiana corporation (the "Grantor"), having its chief executive office at 6270 Corporate Drive, Indianapolis, IN 46278, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Boulevard, NC0680, Charlotte, North Carolina 28262 for the ratable benefit of the Secured Parties, as defined in the Credit Agreement, dated as of December 27, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between New Sunshine, LLC, as the Borrower (the "Borrower"), the banks and other financial institutions from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of December 27, 2007 by and among Borrower, certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:


- (i) each Trademark, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark described on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

AUSTRALIAN GOLD, INC., as Grantor

By: 
Name: James S. Adams
Title: Treasurer


ACKNOWLEDGMENT

STATE OF INDIANA

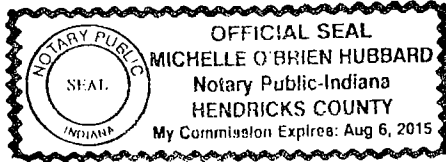
COUNTY OF MARION

I, Michelle O'Brien Hubbard, a Notary Public for said County and State, do hereby certify that James S. Adams personally appeared before me this day and stated that he is the Treasurer of Australian Gold, Inc. and acknowledged, on behalf of Australian Gold, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 27th day of December, 2007.


Notary Public

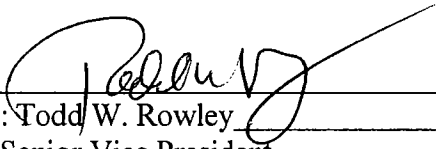
My commission expires:



[Signature Pages Continue]

Agreed and Accepted as of the
27th day of December, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Todd W. Rowley
Title: Senior Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

	<u>Owner</u>	<u>Trademark</u>	<u>Filing Date</u>	<u>Serial #</u>	<u>Status</u>	<u>Registration Date</u>	<u>Registration #</u>
1.	Australian Gold, Inc.	AUSTRALIAN GOLD	1/30/1976	73/075,785	Registered	8/24/1976	1,046,627
2.	Australian Gold, Inc.	AUSTRALIAN GOLD	1/17/1996	75/044,705	Registered	5/20/1997	2,062,813
3.	Australian Gold, Inc.	AUSTRALIAN GOLD	5/11/1989	73/799,225	Registered	3/12/1991	1,637,325
4.	Australian Gold, Inc.	AUSTRALIAN GOLD	7/6/1992	74/292,236	Registered	11/30/1993	1,807,592
5.	Australian Gold, Inc.	AUSTRALIAN GOLD BEARLY LEGAL	4/9/2004	78/399,376	Registered	12/27/2005	3,036,725
6.	Australian Gold, Inc.	AUSTRALIAN GOLD BODY KISSES	5/4/2004	78/412,861	Registered	8/1/2006	3,124,449
7.	Australian Gold, Inc.	AUSTRALIAN GOLD FREE SPIRIT	4/9/2004	78/399,314	Registered	5/2/2006	3,088,491
8.	Australian Gold, Inc.	CARIBBEAN GOLD	12/29/1989	74/015,054	Registered	12/11/1990	1,626,563
9.	Australian Gold, Inc.	CARIBBEAN GOLD & Design	3/26/1998	75/457,290	Registered	3/16/1999	2,232,308
10.	Australian Gold, Inc.	SWEDISH BEAUTY	3/22/1991	74/150,041	Registered	10/24/1995	1,928,801
11.	Australian Gold, Inc.	SWEDISH BEAUTY ENDLESS	5/27/2004	78/426,291	Pending	2/27/2007	3,213,892
12.	Australian Gold, Inc.	SWEDISH BEAUTY INSPIRED	4/9/2004	78/399,368	Pending		
13.	Australian Gold, Inc. Australian Gold, Inc.	SWEDISH BEAUTY RAVISHING	4/9/2004	78/399,370	Registered	1/17/2006	3,046,940
14.	Australian Gold, Inc.	SWEDISH BEAUTY UNFORGIVEN	6/30/2004	78/443,910	Pending		