

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
4459296 Canada Inc. (to be known as Como Diffusion (2008) Inc.)		03/17/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	The CIT Group/Commercial Services, Inc.		
Street Address:	11 West 42nd Street, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77403378	COMO	
Serial Number:	77403350	FRED DAVID	
Serial Number:	77403572	COMO DIFFUSION	
Registration Number:	1512767	FRED DAVID	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	33084		

OP \$115.00 77403378

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/25/2008
Total Attachments: 7 source=33084#page1.tif source=33084#page2.tif source=33084#page3.tif source=33084#page4.tif source=33084#page5.tif source=33084#page6.tif source=33084#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement") dated March 17, 2008, is by and between 4459296 CANADA INC. (to be known as Como Diffusion (2008) Inc.), a corporation governed by the federal laws of Canada ("Grantor"), and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation in its capacity as Collateral Agent (in such capacity, "Secured Party") pursuant to the Term Loan Documents (as hereinafter defined).

WITNESSETH:

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to certain trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (the "Trademarks"), including, without limitation, those described in Schedule I hereto and made a part hereof;

WHEREAS, Grantor, certain affiliates thereof, Secured Party and the financial institutions that from time to time are parties to the Term Loan Agreement (as hereinafter defined), as lenders (each individually, a "Term Loan Lender" and collectively, "Term Loan Lenders") have entered into or are about to enter into financing arrangements pursuant to which Secured Party and Term Loan Lenders may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in the Term Loan Agreement, dated of even date herewith, by and among Grantor, certain affiliates of Grantor, Secured Party and Term Loan Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Term Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Term Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Term Loan Documents"); and

WHEREAS, in order to induce Secured Party and Term Loan Lenders to enter into the Term Loan Agreement and the other Term Loan Documents and to make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates pursuant thereto, Grantor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Term Loan Documents.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party, on behalf of itself and the other Secured Parties, to secure the Canadian Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Provided, however, that notwithstanding the foregoing, this Agreement shall not constitute a grant of a security interest in any Trademarks or Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), whereupon such Trademark or Trademark application will be deemed automatically and without further action included in the Trademark Collateral, to the extent that granting the security interest in such Trademark or Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark or Trademark application.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are one and the same as those granted to Secured Party, on behalf of itself and Secured Parties, pursuant to the Term Loan Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Term Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. CANADIAN OBLIGATIONS. Notwithstanding anything to the contrary contained in this Trademark Security Agreement or any other Term Loan Document, each of the parties hereto agrees that (a) the Canadian Grantors shall not guarantee or be deemed to have guaranteed or be liable or responsible in any manner for, directly or indirectly, the payment or performance of any of the US Obligations at any time owing by the US Grantor and (b) in no event shall the assets of any Canadian Grantor or any security interest granted by any Canadian Grantor under this Agreement or any other Term Loan Document secure or be deemed to secure or otherwise support, directly or indirectly, the US Obligations at any time owing by the US Grantor. Each of the Agents, on behalf of each Secured Party, hereby acknowledges and agrees that its remedies under this Agreement and the other Term Loan Documents are subject to the restrictions set forth in this Section 4.

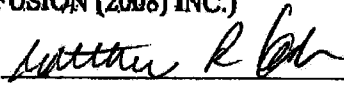
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Trademark Security Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Trademark Security Agreement may be executed and delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING GENERAL OBLIGATIONS LAW 5-1401.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement as of the day and year first above written.

4459296 CANADA INC. (to be known as COMO
DIFUSIÓN (2008) INC.)

By: 

Title: _____

THE CIT GROUP/COMMERCIAL SERVICES, INC., as
Secured Party

By: _____

Title: _____

US Trademark Agreement (Term Loan B)

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement as of the day and year first above written.

4459296 CANADA INC. (to be known as COMO
DIFFUSION (2008) INC.)

By: _____

Title: _____

THE CIT GROUP/COMMERCIAL SERVICES, INC., as
Secured Party

By: Kevin J. Kelly

Title: SVP

US Trademark Agreement (Term Loan B)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

LIST OF UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
FRED DAVID	1512767	November 15, 1988

Trademark Applications

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
COMO	77403378	February 21, 2008
COMO DIFFUSION	77403572	February 22, 2008
FRED DAVID	77403350	February 21, 2008