

Form PTO-1594 (Rev. 07/05)

OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

82000-145 (New)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Rosenthal U.S.A. Limited

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s):

Execution Date(s) March 4, 2008

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Bank of America, N.A., as agent

Internal

Address: _____

Street Address: 355 MadisonCity: New YorkState: New YorkCountry: USA Zip: 10017

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other _____ Citizenship National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura KonrathInternal Address: Winston & Strawn LLPStreet Address: 35 W. Wacker Dr.City: ChicagoState: IL Zip: 60601Phone Number: 312-558-6352Fax Number: 312-558-5700Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 232428Authorized User Name Laura Konrath

9. Signature:

Laura Konrath
Signature

Laura Konrath

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 232428 0956133

Continuation
Item 4

EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT
LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Application/ Registration no.	Application/Registration date
Hutschenreuther (logo)	956.133	March 27, 1973

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into and effective this 4th day of March, 2008, by and between ROSENTHAL U.S.A. LIMITED ("Grantor"), and BANK OF AMERICA, in its capacity as agent ("Secured Party") pursuant to the Facility Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders"). Grantor and Secured Party are sometimes collectively referred to herein as the "Parties".

RECITALS

A. Grantor is the owner of the trademarks set forth in **Exhibit A** attached hereto, including without limitation all registrations therefor, all applications for the registration thereof, all common law rights therein, and all goodwill associated therewith.

B. Grantor, certain affiliates of Grantor (together with Grantor, each individually a "Borrower" and, collectively, "Borrowers"), Secured Party and Lenders have entered into financing arrangements pursuant to which Lenders (or Secured Party on behalf of Lenders) may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in the Facility Agreement, dated December 10, 2005, by and among Grantor, certain affiliates of Grantor, Secured Party and Lenders (as amended to date and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Facility Agreement") and 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 Facility 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 "Facility Documents").

C. Pursuant to that certain General Security Agreement, dated December 20, 2005, among the Parties hereto (as amended to date and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Security Agreement"), Grantor has granted to Secured Party, as agent for the Lenders, a first priority lien on and security interest in and to certain assets of the Grantor, including without limitation the Trademark Collateral (as hereinafter defined).

D. Pursuant to the Security Agreement, the Parties hereto wish to confirm Grantor's grant to Secured Party of a first priority lien on and security interest in and to the Trademark Collateral (as hereinafter defined).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Grantor hereby grants to the Secured Party, for the benefit of the Lenders, and the Secured Party hereby accepts from the Grantor, a first priority lien on and security interest in and to all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) all of the trademarks referred to in **Exhibit A** hereto, including without limitation all common law rights therein, all registrations therefor, all applications for the registration thereof, all renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademarks;
- (b) all licenses associated with the use of any of such trademarks; and
- (c) all products and proceeds of the foregoing, including without limitation any claim by or accruing to Grantor against third parties for the past, present or future infringement, violation, dilution, misuse or misappropriation of any such trademarks, or for injury to the goodwill associated with any such trademarks.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party for the benefit of the Lenders in assets of the Grantor, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Agreement.

4. In the event of any conflict between the terms and provisions of this Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraph 4 hereof, this Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Agreement may only be modified or amended by a further agreement in writing executed by both Parties hereto.

7. This Agreement is governed by the trademark laws of the United States of America and the laws of the State of New York, applicable to contracts executed and fully performed within the State of New York, without regard to conflicts or choice of laws principles.

8. This Agreement is effective as of the date and year above first written, regardless of the actual dates of signature of the Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or "pdf" shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any Party delivering an executed counterpart of this Agreement by telefacsimile or "pdf" shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ROSENTHAL U.S.A. LIMITED,
as Grantor

By: *[Signature]* *March 4th, 2008*
Name: *Duggan*
Title: *CFO*

BANK OF AMERICA, N.A.,
as Secured Party

By: _____
Name: _____
Title: _____

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

ROSENTHAL U.S.A. LIMITED,
as Grantor

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A.,
as Secured Party

March 4, 2003


By: *Robert Scabitti*
Name: Robert Scabitti
Title: Vice President

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STATE OF NEW JERSEY)
) ss.:
COUNTY OF BERGEN)

On the 4th day of MARCH, 2008, before me personally came KLAUS BRUEGGEMANN, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the CFO of ROSENTHAL U.S.A. LIMITED, the company which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such company.


Notary Public

JACOB BAUER
ID # 2324303
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 1/21/2010

