

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E K Success Ltd.		05/19/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	a Swiss banking corporation: SWITZERLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3341503	CUTTERFLY
Registration Number:	3396017	EK SUCCESS
Registration Number:	3406833	I DO
Registration Number:	3341359	MAPLE LANE
Registration Number:	3389960	CURVY CUTTER
Serial Number:	77295113	EK SUCCESS
Serial Number:	77295109	EK SUCCESS
Serial Number:	77295105	EK SUCCESS
Serial Number:	77295099	EK SUCCESS
Serial Number:	77295095	EK SUCCESS

CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-993-2698

OP \$265.00 3341503

Email: magdalini.rizakos@lw.com  
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins  
Address Line 1: 233 South Wacker Drive, Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	06/03/2008

**Total Attachments: 5**

source=Trademark Security Agreement-E K Success (Second Lien)#page1.tif  
source=Trademark Security Agreement-E K Success (Second Lien)#page2.tif  
source=Trademark Security Agreement-E K Success (Second Lien)#page3.tif  
source=Trademark Security Agreement-E K Success (Second Lien)#page4.tif  
source=Trademark Security Agreement-E K Success (Second Lien)#page5.tif

## Trademark Security Agreement

Trademark Security Agreement, dated as of May 19, 2008, by E K SUCCESS LTD. (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement (Second Lien) dated as of August 1, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto; and
- (b) all Goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

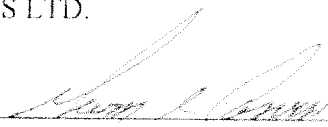
[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

E K SUCCESS LTD.

By: \_\_\_\_\_

  
Name: Thomas G. Kasvin

Title: Chief Financial Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

[Signature Page to Trademark Security Agreement (E K Success)(Second Lien)]

**TRADEMARK**  
**REEL: 003788 FRAME: 0148**

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

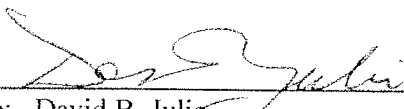
E K SUCCESS LTD.

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

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:   
Name: Inja R. Otsa  
Title: Associate Director

By:   
Name: David B. Julie  
Title: Associate Director

[Signature Page to Trademark Security Agreement (E K Success)(Second Lien)]

**TRADEMARK**  
**REEL: 003788 FRAME: 0149**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
EK Success, Ltd.	3341503	CUTTERFLY
EK Success, Ltd.	3396017	EK SUCCESS
EK Success, Ltd.	3406833	I DO
EK Success, Ltd.	3341359	MAPLE LANE
EK Success, Ltd.	3389960	CURVY CUTTER

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
EK Success, Ltd.	77295113	EK SUCCESS
EK Success, Ltd.	77295109	EK SUCCESS
EK Success, Ltd.	77295105	EK SUCCESS
EK Success, Ltd.	77295099	EK SUCCESS
EK Success, Ltd.	77295095	EK SUCCESS

CH\1025223.2