

**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>
BRULANT, LLC		07/23/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BROWN BROTHERS HARRIMAN & CO.		
<b>Street Address:</b>	140 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2695623	BRULANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)597-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	973-597-2500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Vanessa A. Ignacio, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler PC		
<b>Address Line 2:</b>	65 Livingston Avenue		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068-1791		
<b>ATTORNEY DOCKET NUMBER:</b>	B5993/17		
<b>NAME OF SUBMITTER:</b>	Vanessa A. Ignacio, Esq.		
<b>Signature:</b>	/Vanessa A. Ignacio/		

CH \$40.00 2695623

Date:

07/25/2008

**Total Attachments: 6**

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## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of July 23, 2008, is executed by **BRULANT, LLC**, a Delaware limited liability company (the "Grantor"), in favor of **BROWN BROTHERS HARRIMAN & CO.**, as the secured party for the benefit of itself and the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "Secured Party").

**WHEREAS**, pursuant to that certain **SECOND AMENDED AND RESTATED CREDIT AGREEMENT**, dated as of July 23 2008, entered into by and among **ROSETTA LLC** ("**RL**"), a Delaware limited liability company, the additional subsidiaries of RL signatory thereto (together with RL, each a "**Borrower**", and, jointly and severally, the "**Borrowers**"), the Lenders (as defined therein), the Secured Party, as the administrative and collateral agent (the "**Agent**"), Siemens Financial Services Inc. as documentation agent, and BMO Capital Markets as syndication agent (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed to extend loans and other financial accommodations to the Grantor and the other Borrowers upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein shall have meanings given to such terms in the Credit Agreement.;

**WHEREAS**, the Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

**WHEREAS**, the Grantor and other entities party thereto from time to time have entered into that certain Amended and Restated Pledge and Security Agreement, dated as of July \_\_, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Secured Party; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to the Secured Party, for the ratable benefit of the Secured Parties (as defined therein), a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Secured Party, for the ratable benefit of the Secured Parties, a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more

fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is:


Brown Brothers Harriman & Co.  
140 Broadway  
New York, NY 10005  
Facsimile: 212 493 7208  
Attn: John Lorenz

With a copy to  
Facsimile: 212 493 8065  
Attn: Senior Credit Officer

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**BRULANT, LLC**

By:   
Name: Kurt E. Holstein  
Title: Chief Operating Officer

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF New Jersey )  
 ) SS.  
COUNTY OF Mercer )

On July 21, 2008, before me, Lisa M. Huff-Morales, Notary Public,  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")  
personally appeared Kurt E. Holstein,  
Name of Signer(s)

personally known to me – **OR** –  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lisa M. Huff-Morales  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY(IES) CLAIMED BY SIGNER(S)**

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)  Limited  General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is Representing:  
Name of Person(s) or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

TRADEMARKS	REGISTRATION NUMBER	DATE
BRULANT	2,695,623	3/11/2003

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST  
TRADEMARK APPLICATIONS

None.