

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lornamead Group Limited		05/14/2008	private limited company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Kaupthing Bank HF
Street Address:	Armula 13
City:	Reykjavik
State/Country:	ICELAND
Postal Code:	IS108
Entity Type:	public limited company: ICELAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2446688	YARDLEY
Registration Number:	1470317	YARDLEY
Registration Number:	3179351	YARDLEY LONDON
Registration Number:	1549739	YARDLEY OF LONDON
Registration Number:	2102103	RAPIDWHITE
Registration Number:	0021085	"LYPSYL"
Registration Number:	1345435	WOODS OF WINDSOR
Serial Number:	77130832	VOSENE
Serial Number:	78952552	VOSENE
Serial Number:	77130850	

CORRESPONDENCE DATA

Fax Number: (937)449-6405
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$265.00 2446688

Phone: 937-449-6400
Email: sherrie.hilty@dinslaw.com
Correspondent Name: Kimberly Gambrel
Address Line 1: One South Main Street, One Dayton Centre
Address Line 2: Suite 1300
Address Line 4: Dayton, OHIO 45402-2023

ATTORNEY DOCKET NUMBER:	LOU0040T5/37908.41
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Kimberly Gambrel
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Signature:	/Kimberly Gambrel/
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Date:	11/06/2008
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of ~~February~~ ^{May} 14, 2008, by LORNAMEAD GROUP LIMITED ("Pledgor"), in favor of KAUPTHING BANK HF., in its capacity as security agent (the "Security Trustee") under the Facilities Agreements (as hereinafter defined), together with any successors for its benefit and the benefit of the Secured Parties (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Senior Term and Revolving Facilities Agreement (as amended, modified or restated from time to time, the "Senior Facilities Agreement") dated December 31, 2007, among (i) Lomamead Acquisitions Limited, as Parent, (ii) the Original Borrowers named therein, (iii) the Original Guarantors named therein, (iv) Kaupthing Bank Hf., as Arranger, Agent, Security Agent and Original Issuing Bank and (v) the Lenders a party thereto (the "Senior Lenders"), the parties amended and restated the Multicurrency Senior Term and Revolving Facilities Agreement dated December 22, 2006, subject to the terms and conditions contained therein;

WHEREAS, on December 31, 2007 (i) Lomamead Acquisitions Limited, as Parent, (ii) the Borrowers named therein, (iii) the Guarantors named therein, (iv) Kaupthing Bank Hf., as Arranger, Agent and Security Agent and (v) the Lenders from me to time a party thereto (the "Mezzanine Lenders," and together with the Senior Lenders, the "Lenders") entered into that certain Mezzanine Facility Agreement (as amended, modified or restated from time to time, the "Mezzanine Facility Agreement," and together with the Senior Facilities Agreement, individually and collectively, the "Facilities Agreements");

WHEREAS, Pledgor is a party to (i) a Group Debenture dated December 22, 2006 in respect of the Senior Facilities Agreement and (ii) a Group Debenture dated December 31, 2007 in respect of the Mezzanine Facility Agreement (collectively, the "Security Agreements") among Pledgor, the other companies named therein and Security Trustee; and

WHEREAS, pursuant to the Facilities Agreements, Pledgor is required to execute and deliver to Security Trustee, for itself and for the Secured Parties (as defined in the Facilities Agreements) (the "Security Beneficiaries"), this Trademark Security Agreement.

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, Pledgor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Pledgor hereby grants to Security Trustee, on behalf of itself and the Security Beneficiaries, a continuing first priority security interest in all of Pledgor'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 ("Trademarks") and licenses for trademarks ("Licenses") 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 each License for Trademarks; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Licenses.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Security Trustee, on behalf of itself and the Security Beneficiaries, pursuant to the Security Agreements. The security interests granted hereunder shall be first priority except to the extent that a security interest has been previously granted in favor of Security Trustee in the Trademark Collateral. Pledgor hereby acknowledges and affirms that the occurrence of an "Event of Default" under the Facilities Agreements shall constitute an Event of Default under this Trademark Security Agreement and entitle Security Trustee to exercise any rights and remedies available to it under applicable law in addition to, and not in lieu of, any rights and remedies expressly granted in the Facilities Agreements, the Security Agreements or in any other Finance Documents and may, without limitation, take possession of any or all of the Trademark Collateral without notice, demand or legal process of any kind.

4. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature page follows]

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.

LORNAMEAD GROUP LIMITED

By: 

Name: IAN OSBORNE

Title: DIRECTOR

ACCEPTED AND ACKNOWLEDGED BY:

KAUPTHING BANK HF., as Security
Trustee

By: 

Name: Rupert Horrocks

Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Pledgor: Lommead Group Limited

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
YARDLEY	2446688	April 24, 2001
YARDLEY	1470317	December 29, 1987
YARDLEY LONDON	3179351	December 5, 2006
YARDLEY OF LONDON	1549739	August 1, 1989
RAPIDWHITE (Word)	2102103	September 30, 1997
LYPSYL (Word)	0021085	May 10, 1892
WOODS OF WINDSOR	1345435	July 2, 1985

PENDING TRADEMARKS

<u>Mark</u>	<u>Official No.</u>	<u>Status</u>
VOSENE (logo)	77/130832	Published- Date Filed March 14, 2007
VOSENE (word)	78/952552	Accepted- Date Filed August 15, 2006
TEAR DROP DEVICE	77130850	Published- Date Filed March 14, 2007
LYPSYL	938759	Examination in Progress – Date Filed July 19, 2007
LYPSYL (logo)		Newly filed application – 4

<u>Mark</u>	<u>Official No.</u>	<u>Status</u>
		February 2008