

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
TRU-KAY MANUFACTURING CO.		12/03/2008	CORPORATION: RHODE ISLAND

RECEIVING PARTY DATA

Name:	SOVEREIGN BANK
Street Address:	One Financial Plaza
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	A FEDERAL SAVINGS BANK: RHODE ISLAND

Name:	SOVEREIGN PRECIOUS METALS, LLC
Street Address:	One Financial Plaza
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3516339	TRU-KAY
Registration Number:	1684392	SMALL WONDERS
Registration Number:	2190663	THE PHOTO ALBUM LOCKET
Registration Number:	1941186	MOTHER'S DEVOTION
Registration Number:	1267889	TRU-KAY
Registration Number:	0785185	P
Registration Number:	0765478	MA

CH \$190.00 3516339

CORRESPONDENCE DATA

Fax Number: (703)467-9002

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-467-9001

Email: jbrowning@ashepc.com

Correspondent Name: Jill M. Browning

Address Line 1: 11440 Isaac Newton Sq. North

Address Line 2: Suite 210

Address Line 4: Reston, VIRGINIA 20190

ATTORNEY DOCKET NUMBER:	1017-M002
NAME OF SUBMITTER:	Jill M. Browning
Signature:	/Jill M. Browning/
Date:	12/30/2008

Total Attachments: 7

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TWELFTH AMENDMENT TO TRADEMARK SECURITY AGREEMENTS

THIS AGREEMENT (the "Agreement") is entered into as of the 3rd day of December, 2008, between **TRU-KAY MANUFACTURING CO.**, a Rhode Island corporation with its principal place of business at 2 Carol Drive, Lincoln, Rhode Island 02865 (the "Borrower") and **SOVEREIGN BANK**, a federal savings bank, as successor-in-interest to Fleet National Bank, as successor-in-interest to BankBoston, N.A., as successor-in-interest by merger to Rhode Island Hospital Trust National Bank, with its principal place of business at One Financial Plaza, Providence, Rhode Island 02903 (the "Bank") and **SOVEREIGN PRECIOUS METALS, LLC**, a Pennsylvania limited liability company, with a principal place of business at One Financial Plaza, Providence, Rhode Island 02903 ("SPM"; collectively referred to herein with the Bank as the "Lenders").

RECITALS

Pursuant to that certain Revolving Credit Agreement dated as of June 3, 1991, as amended from time to time between the Bank and the Borrower, and as amended and restated on October 10, 2001, by that certain Amended and Restated Revolving Credit and Term Loan Agreement (collectively, as amended, the "Revolving Credit and Term Loan Agreement"), the Bank made and extended a revolving credit loan and certain term loans to the Borrower.

Pursuant to that certain Consignment Agreement between SPM and the Borrower dated as of July 27, 1988, as amended, and as amended and restated from time to time, and as further amended and restated on October 10, 2001, by that certain Second Amended and Restated Consignment Agreement (collectively, as so amended, the "Consignment Agreement"), SPM made and will make certain consignments available to the Borrower, subject to the terms of the Consignment Agreement.

The indebtedness of the Borrower to the Bank under the Revolving Credit and Term Loan Agreement is evidenced by, among other things, that certain Amended and Restated Revolving Credit Promissory Note Secured by Security Agreement and Other Collateral dated October 10, 2001, in the principal amount of Twenty One Million Eight Hundred Twenty Thousand Dollars (\$21,820,000.00) (that Note as amended up to the date of this Agreement is referred to hereinafter as the "Line Note"), and that certain Amended and Restated Machinery and Equipment Term Loan Note dated October 10, 2001, in the original principal amount of One Million Four Hundred Forty-Six Thousand and No/100 Dollars (\$1,446,000.00) (that Note as amended up to the date of this Agreement is referred to hereinafter as the "Term Note").

Both of the Consignment Agreement and the Revolving Credit and Term Loan Agreement were amended by that certain First Amendment Agreement dated as of July 24, 2002; that certain Second Amendment Agreement dated as of April 14, 2003; that certain Third Amendment Agreement dated as of September 8, 2003; that certain Fourth Amendment Agreement dated as of June 1, 2004; that certain Letter Agreement dated

May 3, 2005; that certain Fifth Amendment Agreement dated as of July 1, 2005; that certain Sixth Amendment Agreement dated as of October 28, 2005; that certain Seventh Amendment Agreement dated as of May 16, 2006; that certain Eighth Amendment Agreement dated as of September 21, 2006; that certain Ninth Amendment Agreement dated as of March 31, 2007; that certain Letter Agreement dated May 30, 2007; that certain Tenth Amendment Agreement dated as of July 1, 2007; that certain Eleventh Amendment Agreement dated as of October 10, 2007; that certain Twelfth Amendment Agreement dated as of January 31, 2008; that certain Thirteenth Amendment Agreement dated as of February 29, 2008; that certain Waiver Letter dated April 15, 2008; that certain Notification Letter dated May 28, 2008; and that certain Fourteenth Amendment Agreement dated as of June 26, 2008 (collectively, the Amendment Agreements, together with the Revolving Credit and Term Loan Agreement and the Consignment Agreement, as referred to herein as the "Credit Agreements") (individual references to the Revolving Credit and Term Loan Agreement and the Consignment Agreement shall mean those agreements as amended by the Amendment Agreements),

In connection with the execution and delivery of the Credit Agreements, the Borrower and the predecessors to the Lenders entered into certain collateral documents including, but not limited to the following agreements:

(a) Security Agreement-Trademarks, dated January 5, 1998, as amended from time to time, recorded on January 29, 1998 with the United States Patent and Trademark Office in Reel/Frame 1685/0989

(b) Security Agreement-Trademarks – Barrows, dated December 4, 1998, as amended from time to time, recorded on December 21, 1998, with the United States Patent and Trademark Office in Reel/Frame 1835/0935;

(c) Security Agreement-Trademarks, dated November 29, 1999, as amended from time to time, recorded on December 17, 1999, with the United States Patent and Trademark Office in Reel/Frame 002004/0069;

(d) First Amendment to Trademark Security Agreements, dated October 10, 2001, recorded on October 26, 2001, with the United States Patent and Trademark Office in Reel/Frame 002392/0451, with a corrected Notice of Recordation recorded by the United States Patent and Trademark Office on January 29, 2002;

(e) Second Amendment to Trademark Security Agreements dated June 1, 2004;

(f) Third Amendment to Trademark Security Agreements dated October 28, 2005;

(g) Fourth Amendment to Trademark Security Agreements, dated May 16, 2006;

- (h) Fifth Amendment to Trademark Security Agreements dated September 21, 2006;
- (i) Sixth Amendment to Trademark Security Agreements dated March 31, 2007;
- (j) Seventh Amendment to Trademark Security Agreements dated July 1, 2007;
- (k) Eighth Amendment to Trademark Security Agreements dated October 10, 2007;
- (l) Ninth Amendment to Trademark Security Agreements dated January 31, 2008;
- (m) Tenth Amendment to Trademark and Security Agreements dated February 29, 2008; and
- (n) Eleventh Amendment to Trademark and Security Agreements dated June 26, 2008;

(all of the foregoing documents are sometimes hereinafter referred to collectively as the "Existing Security Documents").

The parties hereto have entered into that certain First Forbearance Agreement dated October 23, 2008, to further amend the Consignment Agreement, the Revolving Credit Term Loan Agreement, the Line Note, and related documents, instruments, and agreements, among other things, to adjust the rate of interest and the consignment fees to be paid by the Borrower. The Forbearance Agreement has been amended by a letter agreement of even date herewith. (The Forbearance Agreement as amended is hereinafter referred to as the "Forbearance Agreement".)

The parties hereto are entering into this Agreement to confirm, ratify and amend the Existing Security Documents consistent with the amendments effected on even date to the Credit Agreement and the Line Note pursuant to the Forbearance Agreement, as amended.

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

1. All references to the Line Note appearing in the Existing Security Documents and any and all other documents executed in connection therewith, as the Line Note may be otherwise defined or referred to therein, shall be deemed to mean the Line Note as amended by the Forbearance Agreement.

2. In addition to the Collateral appearing on Schedule A to the Existing Security Documents, the intellectual property identified on Exhibit A attached hereto is hereby added to Schedule A of the Existing Security Documents.

3. All references to the Credit Agreements contained in the Existing Security Documents and any and all other documents executed in connection therewith, as the Credit Agreements may be otherwise defined or referred to therein, shall be deemed to mean the Credit Agreements as amended by the Forbearance Agreement.

4. Except as provided herein, all of the terms and conditions of the Existing Security Documents and any and all other documents executed in connection therewith shall remain in full force and effect and are hereby ratified and confirmed in all respects.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal all as of the day and year first above written:

SOVEREIGN BANK

Menda C. Battini
WITNESS

By: Kathryn L. Fraser
Name: Kathryn L. Fraser
Title: Vice President

SOVEREIGN PRECIOUS METALS, LLC

Menda C. Battini
WITNESS

By: Kathryn L. Fraser
Name: Kathryn L. Fraser
Title: Vice President

TRU-KAY MANUFACTURING CO.

[Signature]
WITNESS

By: Alan M. Kaufman
Name: Alan M. Kaufman
Title: President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 3rd day of December, 2008, before me personally appeared the above-named Kathryn L. Fraser, Vice President of Sovereign Bank, to me known and known by me to be the party executing the foregoing instrument on behalf of Sovereign Bank and acknowledged said instrument to be her free act and deed in said capacity and the free act and deed of Sovereign Bank.


[Signature]
Notary Public
My Commission Expires:

STEPHANIE PELTIER THOMAS
NOTARY PUBLIC
State of Rhode Island
My Commission Expires 8/23/2012

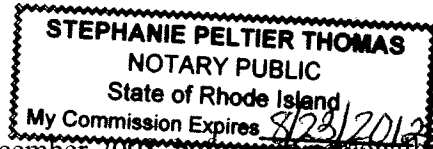
STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 3rd day of December, 2008, before me personally appeared the above-named Kathryn L. Fraser, Vice President of Sovereign Precious Metals, LLC, to me known and known by me to be the party executing the foregoing instrument on behalf of Sovereign Precious Metals, LLC, and acknowledged said instrument to be her

free act and deed in said capacity and the free act and deed of Sovereign Precious Metals, LLC.


Notary Public
My Commission Expires: _____

STATE OF RHODE ISLAND
COUNTY OF Providence



In Providence, on the 3rd day of December 2008, before ~~me personally~~
appeared the above-named Alan M. Kaufman, President of Tru-Kay Manufacturing Co.,
to me known and known by me to be the party executing the foregoing instrument on
behalf of Tru-Kay Manufacturing Co. and acknowledged said instrument to executed to
be his free act and deed in said capacity and the free at and deed of Tru-Kay
Manufacturing Co.



Notary Public Alan M. Kaufman
My Commission Expires: 7/20/09

Exhibit A

	Serial Number	Reg. Number	Word Mark
1.	77431071	3516339	TRU-KAY (block letters)
2.		1684392	SMALL WONDERS
3.	75308168	2190663	THE PHOTO ALBUM LOCKET
4.	74623767	1941186	MOTHER'S DEVOTION
5.	73402759	1267889	TRU-KAY (in script)
6.		785185	PYRAMID WITH A P
7.	72164984	0765478	MA