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TO: CYNTHIA STEWART C/O FROST BROWN TODD LLC COMPANY: 400 WEST MARKET STREET, 3

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

03/06/2009
900128744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Robert Allen Group, Inc.		12/29/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 South LaSalle Street, Suite 425		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: / Chicago, Illinois		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2855052	A BEAUTIFUL EXPERIENCE	
Registration Number:	2212828	AMETEX	
Registration Number:	1883145	BEACON HILL	
Registration Number:	1582237	BEACON HILL	
Registration Number:	0362408	BEACON HILL COLLECTION	
Registration Number:	2284027	COLOR LIBRARY	
Registration Number:	2832381	COLORLOGIC	
Registration Number:	2518186	FABRICTRAC	
Registration Number:	2478809		
Registration Number:	2478808		
Registration Number:	2611048		
Registration Number:	2948234	ROBERT ALLEN	
Registration Number:	2282821	ROBERT ALLEN	
Registration Number:	2821910	ROBERT ALLEN	

CH \$480.00 2855052

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Registration Number:	2787918	ROBERT ALLEN @ HOME
Registration Number:	2788627	ROBERT ALLEN @ HOME
Registration Number:	2131269	ROBERT ALLEN FABRICS
Registration Number:	2388284	SUNWEATHER
Registration Number:	2835000	COLORLOGIC

CORRESPONDENCE DATA	
Fax Number:	(502)581-1087
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	cstewart@fbtlaw.com
Correspondent Name:	Cynthia Stewart c/o Frost Brown Todd LLC
Address Line 1:	400 West Market Street, 32nd Floor
Address Line 4:	Louisville, KENTUCKY 40202

NAME OF SUBMITTER:	Cynthia Stewart
Signature:	/cynthia stewart/
Date:	03/06/2009

Total Attachments: 9
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TO: CYNTHIA STEWART C/O FROST BROWN TODD LLC COMPANY: 400 WEST MARKET STREET, 3

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 29, 2005, by THE ROBERT ALLEN GROUP, INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and/or its affiliates have entered into an Assignment, Amendment and Restatement of Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions (the "Lenders") and the Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any

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reissues, continuations or extensions thereof and all goodwill associated therewith;

- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (Items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Credit Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

{signature page follows}

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The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE ROBERT ALLEN GROUP, INC.
as the Grantor

By: *Lonell D. Hester*
Title: Chairman, CEO

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Title: _____

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TO: CYNTHIA STEWART C/O FROST BROWN TODD LLC COMPANY: 400 WEST MARKET STREET, 3

The Grantor has ceased this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer hereunto as of the date first set forth above.

THE ROBERT ALLEN GROUP, INC.
as the Grantor

By: _____
Title: _____

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Title: SVP

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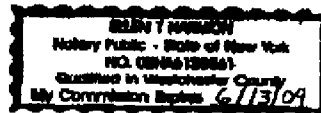
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STATE OF New York)
COUNTY OF New York)

On this 28th day of December 2008 before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Ellen T. Harmon
Notary Public



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SCHEDULE 1

to

PATENT AND TRADEMARK SECURITY AGREEMENT

Registered Trademarks

[REDACTED]				
The Robert Allen Group, Inc.	Australia	COLORLOGIC	749680	07-Mar-01
The Robert Allen Group, Inc.	Australia	COLOUR LIBRARY	727411	31-Mar-98
The Robert Allen Group, Inc.	Australia	NOBODY DELIVERS COLOR BETTER	727098	30-Jan-98
The Robert Allen Group, Inc.	Australia	NOBODY DOES COLOR BETTER	727095	30-Jan-98
The Robert Allen Group, Inc.	Australia	NOBODY KNOWS COLOR BETTER	727094	30-Jan-98
The Robert Allen Group, Inc.	Australia	ROBERT ALLEN	727409	24-Sep-01
Robert Allen Fabrics, Inc.	Bermuda	BEACON HILL	682,796	27-Oct-94
The Robert Allen Group, Inc.	Bermuda	BEACON HILL	684,812	28-Oct-94
Robert Allen Fabrics, Inc.	Canada	BEACON HILL	TMA488, 382	28-Nov-97
The Robert Allen Group, Inc.	Canada	BEACON HILL	687,250	14-Jul-96
The Robert Allen Group, Inc.	Canada	COLOR LIBRARY	TMA857, 271	01-Feb-02
The Robert Allen Group, Inc.	Canada	COLORLOGIC	TMA 830,880	11-May-2006
The Robert Allen Group, Inc.	Canada	NOBODY DELIVERS COLOR BETTER	TMA518, 875	28-Oct-99
The Robert Allen Group, Inc.	Canada	NOBODY DOES COLOR BETTER	818,690	28-Oct-99
The Robert Allen Group, Inc.	Canada	NOBODY KNOWS COLOR BETTER	TMA824, 993	13-Mar-00
The Robert Allen Group, Inc.	Canada	ROBERT ALLEN	TMA886, 398	26-Aug-02
The Robert Allen Group, Inc.	Canada	ROBERT ALLEN HOME		11-Nov-04
The Robert Allen Group, Inc.	European Community	AMETEX & Device 	0008060 85	24-May-00

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The Robert Allen Group, Inc.	European Community	BEACON HILL	000517 33	03-Feb-99
The Robert Allen Group, Inc.	European Community	COLORLOGIC	0021191 10	14-Jun-02
The Robert Allen Group, Inc.	European Community	COLOUR LIBRARY	804,997	03-Apr-98
The Robert Allen Group, Inc.	European Community	RA & Devlos <i>RA</i>	000 805150	03-Apr-98
The Robert Allen Group, Inc.	European Community	ROBERT ALLEN	0008050 25	10-May-00
The Robert Allen Group, Inc.	European Community	ROBERT ALLEN @ HOME	0022262 15	24-Feb-03
Robert Allen Fabrics, Inc.	France	BEACON HILL	948546,6 99	22-Nov-04
The Robert Allen Group, Inc.	France	BEACON HILL	04,880,3 10	21-Dec-04
Robert Allen Fabrics Inc.	Germany	BEACON HILL	3940492 0	29-Oct-95
The Robert Allen Group, Inc.	Germany	BEACON HILL	3940492 2.8	06-Jun-95
The Robert Allen Group, Inc.	Germany	BEACON HILL COLLECTION	39,404,0 83	16-Aug-95
Robert Allen Fabrics, Inc.	Italy	BEACON HILL	712301	18-Jun-97
The Robert Allen Group, Inc.	Italy	BEACON HILL	712303	13-Jun-97
The Robert Allen Group, Inc.	Mexico	BEACON HILL	480,461	28-Apr-95
The Robert Allen Group, Inc.	Mexico	COLORLOGIC	?	?
The Robert Allen Group, Inc.	New Zealand	COLORLOGIC	653381	06-Sep-01
The Robert Allen Group, Inc.	New Zealand	COLOUR LIBRARY	290,644	12-Jul-2001
The Robert Allen Group, Inc.	New Zealand	COLOUR LIBRARY	290548	12-Jul-2001
The Robert Allen Group, Inc.	New Zealand	COLOUR LIBRARY	290547	12-Jul-2001
The Robert Allen Group, Inc.	New Zealand	ROBERT ALLEN	280637	08-Aug-01
The Robert Allen Group, Inc.	New Zealand	ROBERT ALLEN	280638	09-Aug-01
The Robert Allen Group, Inc.	New Zealand	ROBERT ALLEN	280639	09-Aug-01
The Robert Allen Group, Inc.	New Zealand	ROBERT ALLEN	689470	17-Dec-01

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Applicant	Country	Trademark	Class	Registration No.	Issue Date
Allen Group, Inc.	Zeland	SHOME			
The Robert Allen Group, Inc.	United Kingdom	BEACON HILL	2,002,550		18-Nov-84
The Robert Allen Group, Inc.	United Kingdom	BEACON HILL COLLECTION	2,002,552		18-Nov-84
The Robert Allen Group, Inc.	United States	A BEAUFUL EXPERIENCE	2655062		6-15-04
The Robert Allen Group, Inc.	United States	ANETEX & Design 	2,212,628		25-Dec-88
The Robert Allen Group, Inc.	United States	BEACON HILL	1,889,145		07-Mar-86
The Robert Allen Group, Inc.	United States	BEACON HILL	1,582,257		24-Oct-89
The Robert Allen Group, Inc.	United States	BEACON HILL COLLECTION 	302,408		30-Nov-87
The Robert Allen Group, Inc.	United States	COLOR LIBRARY	2,264,627		23-Nov-89
The Robert Allen Group, Inc.	United States	COLORLOGIC	2,832,361		13-Apr-04
The Robert Allen Group, Inc.	United States	COLORLOGIC	2,836,000		20-Apr-04
The Robert Allen Group, Inc.	United States	FABRICTRAC	2,518,188		11-Dec-01
The Robert Allen Group, Inc.	United States	Miscellaneous Design 	2,478,608		21-Aug-01
The Robert Allen Group, Inc.	United States	Miscellaneous Design 	2,478,608		21-Aug-01
The Robert Allen Group, Inc.	United States	Miscellaneous Design 	2,811,048		27-Aug-02
The Robert Allen Group, Inc.	United States	ROBERT ALLEN	2,049,234		10-May-06
The Robert Allen Group, Inc.	United States	ROBERT ALLEN	2,282,92		06-Oct-89

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Allen Group, Inc.	States		1	
The Robert Allen Group, Inc.	United States	ROBERT ALLEN	2621910	09-17-02
The Robert Allen Group, Inc.	United States	ROBERT ALLEN @ HOME 	2,787,915	12/2/05
The Robert Allen Group, Inc.	United States	ROBERT ALLEN @ HOME	2,788,827	03/03/06
The Robert Allen Group, Inc.	United States	ROBERT ALLEN FABRICS	2,131,259	20-Jan-05
The Robert Allen Group, Inc.	United States	SUNWEATHER	2,388,224	19-Sep-05

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Registered Patent

<u>Patent Description</u>	<u>Owner</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
Method and System for Product Selection	The Robert Allen Group, Inc.	6,925,196 B2	August 2, 2005

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