

**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>
Reveille LLC		04/20/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as administrative agent		
<b>Street Address:</b>	270 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77602557	THE BIGGEST LOSER	
<b>Serial Number:</b>	77602567	THE BIGGEST LOSER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-739-5652		
<b>Email:</b>	chowell@morganlewis.com		
<b>Correspondent Name:</b>	Catherine R. Howell, Senior Paralegal		
<b>Address Line 1:</b>	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
<b>Address Line 2:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	066397-0389		
<b>NAME OF SUBMITTER:</b>	Catherine R. Howell, Senior Paralegal		
<b>Signature:</b>	/Catherine R. Howell/		

CH \$65.00 77602557

**900132817**

**TRADEMARK**  
**REEL: 003977 FRAME: 0711**

Date:

04/28/2009

**Total Attachments: 9**

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FORM OF SUPPLEMENT NO. 1  
TO THE TRADEMARK SECURITY AGREEMENT  
DATED AS OF APRIL 20, 2009

WHEREAS, pursuant to the terms of that certain Credit and Guaranty Agreement dated as of February 13, 2008 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among Shine Limited, as Borrower (the "Borrower"), Revielle LLC, Reveille Two, LLC and the other guarantors referred to therein (the "Guarantors", and together with the Borrower, the "Credit Parties"), the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") and as Issuing Bank, and J.P. Morgan Europe Limited, as Sterling Agent, the Lenders have agreed to make loans to, and participate in Letters of Credit issued for the account of, the Borrower;

WHEREAS, pursuant to the terms of the Security Agreement dated as of February 13, 2008 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement") between the Credit Parties and the Administrative Agent, the Credit Parties have granted to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders) a security interest in all personal property of the Credit Parties whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Credit Parties in, to and under any copyright or copyright license, whether now existing or hereafter arising, acquired or created, and all proceeds thereof or income therefrom, to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, certain of the Credit Parties are a party to a Trademark Security Agreement dated as of February 13, 2008 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which each such Credit Party (each, a "Pledgor", and collectively, the "Pledgors") has granted to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent and the Lenders) a security interest in and to all personal property of the Pledgors, including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks (as defined below) and Trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action that exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations, all as more fully set forth in the Trademark Security Agreement;

WHEREAS, the Pledgors have registered or otherwise adopted or acquired additional Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or

hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) and Trademark licenses since the date of execution of the Trademark Security Agreement and the most recent Supplement thereto and hold certain additional Trademarks and Trademark licenses;

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect (i) all Trademarks registered, adopted or acquired by the Pledgors since the date of execution of the Trademark Security Agreement and the most recent Supplement thereto or (ii) all the Trademarks and Trademark licenses held by the Pledgors;

THEREFORE,

A. Each of the Pledgors does hereby grant to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders), all personal property of the Pledgors, including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses being added to Schedule A to the Trademark Security Agreement pursuant to paragraph B below, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action that exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations, all as more fully set forth in the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A thereof so as to reflect all of the Trademarks and Trademark licenses in and to which any Pledgor has granted a security interest to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders) pursuant to the terms of the Trademark Security Agreement and the Security Agreement.

The following Trademarks and Trademark licenses are hereby added to Schedule A to the Trademark Security Agreement:

Trademark	Status Case Number/ SubCase	App Number/ Reg Number	App Date Reg Date	Client Ref Number Next Action(s)	Due Dates
MY DAD IS BETTER THAN YOUR DAD Country: Australia Classes: 41 Int.	Registered 790093- 215PAU/	967273	19-Mar- 2008 19-Mar- 2008		

<b>Trademark</b>	<b>Status Case Number/ SubCase</b>	<b>App Number/ Reg Number</b>	<b>App Date Reg Date</b>	<b>Client Ref Number Next Action(s)</b>	<b>Due Dates</b>
<b>MY DAD IS BETTER THAN YOUR DAD</b> Country: Canada Classes: 41 Int.	Pending 790093- 218CA/	1388102	19-Mar- 2008	Office Action	06-May- 2009
<b>MY DAD IS BETTER THAN YOUR DAD</b> Country: European Community Classes: 41 Int.	Registered 790093- 215PCT/	967273	19-Mar- 2008 19-Mar- 2008		
<b>MY DAD IS BETTER THAN YOUR DAD</b> Country: Int'l Registration - Madrid Protocol Only Classes: 41 Int.	Registered 790093- 215WP/	967273	19-Mar- 2008 19-Mar- 2008	5 Year Dependency Deadline	19-Mar- 2013 First Renewal 19-Mar- 2018 First Renew- Grace Period 19-Sep- 2018
<b>MY DAD IS BETTER THAN YOUR DAD</b> Country: New Zealand Classes: 41 Int.	Pending 790093-217NZ/	786383	25-Mar- 2008	Office Action	25-Mar- 2009
<b>MY DAD IS BETTER THAN YOUR DAD</b> Country: South Africa Classes: 41 Int.	Pending 790093-219ZA/	2008/0652 6	25-Mar- 2008		
<b>THE BIGGEST LOSER</b> Country: United States of America Classes: 35 Int.	Pending 790093-220/	77/602557	28-Oct- 2008	Foreign Filing Office Action / Goes Abandoned!	28-Apr- 2009 28-Jul- 2009

<b>Trademark</b>	<b>Status Case Number/ SubCase</b>	<b>App Number/ Reg Number</b>	<b>App Date Reg Date</b>	<b>Client Ref Number Next Action(s)</b>	<b>Due Dates</b>
<b>THE BIGGEST LOSER</b> Country: United States of America Classes: 41 Int.	Pending 790093-221/	77/602567	28-Oct- 2008	<b>Foreign Filing Office Action / Goes Abandoned!</b>	<b>28-Apr- 2009 28-Jul- 2009</b>

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by any Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by any Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.


**THIS TRADEMARK SECURITY AGREEMENT SHALL BE  
CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE  
STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF  
LAWS.**

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of this 27<sup>th</sup> day of April, 2009.

**PLEDGORS:**


**REVEILLE TWO, LLC  
REVEILLE LLC**

By:   
\_\_\_\_\_  
Name: Lee Rierson  
Title: Manager

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of this 2<sup>nd</sup> day of April, 2009.

**PLEDGORS:**

**REVEILLE TWO, LLC  
REVEILLE LLC**

By:   
Name: Lee Rierson  
Title: Manager




IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of this 7<sup>th</sup> day of April, 2009.

**PLEDGORS:**

**REVEILLE TWO, LLC  
REVEILLE LLC**


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

  
Name: Lee Rierson  
Title: Manager

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of this 7<sup>th</sup> day of April, 2009.

**PLEDGORS:**

**REVEILLE TWO, LLC  
REVEILLE LLC**

By:   
Name: Lee Rierson  
Title: Manager

ACKNOWLEDGMENT

STATE OF California )  
COUNTY OF Los Angeles )

On April 20 2009, before me,  
M. Leticia Corzantes, Notary Public, personally  
appeared Lee William Riperson, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.





[SEAL]