

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Notice of Substitution of Collateral Agent in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce		07/02/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2625529	TROGG	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	20607-30580		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH \$40.00 2625529

Date:

07/08/2009

Total Attachments: 4

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NOTICE OF SUBSTITUTION OF COLLATERAL AGENT IN TRADEMARKS

This **NOTICE OF SUBSTITUTION OF COLLATERAL AGENT IN TRADEMARKS** (this “Notice”) is executed as of July 2, 2009 (the “Effective Date”), by and among CANADIAN IMPERIAL BANK OF COMMERCE, the existing collateral agent (the “Existing Collateral Agent”) under the Credit Agreement, and GENERAL ELECTRIC CAPITAL CORPORATION, as the successor collateral agent under the Credit Agreement pursuant to the Instrument of Resignation and Appointment referred to below (in such capacity, together with its successors and assigns, if any, in such capacity, the “Collateral Agent”).

W I T N E S S E T H

WHEREAS, JR Creations, Inc., an Illinois corporation (the “Pledgor”) and the Existing Collateral Agent have entered into that certain Security Agreement, dated as of December 17, 2004, among the Pledgor, Marietta Intermediate Holding Corporation, a Delaware corporation, and the Guarantors party thereto in favor of the Existing Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Security Agreement).

WHEREAS, the Pledgor and the Existing Collateral Agent have entered into that certain First Lien Trademark Security Agreement dated as of May 1, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the “Existing Trademark Security Agreement”).

WHEREAS, the Existing Collateral Agent and Collateral Agent have entered into that certain Instrument of Resignation and Appointment, dated as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the “Instrument of Resignation and Appointment”).

WHEREAS, the Existing Collateral Agent is executing this Notice for the purpose of giving notice of the transfer of its right, title, and interest in the Pledged Collateral to the Collateral Agent pursuant to the Instrument of Resignation and Appointment.

NOW, THEREFORE, the Existing Collateral Agent hereby gives notice that it has transferred and conveyed to the Collateral Agent as set forth in the Instrument of Resignation and Appointment all of its right, title and interest, in and to the Pledged Collateral related to the Trademarks, described on Schedule A attached hereto.

Execution in Counterparts. This Notice may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Notice by facsimile shall be effective as delivery of a manually executed counterpart of this Notice.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Existing Collateral Agent has caused this Notice to be duly executed by its duly authorized officer or representative as of the day and year first above written.

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as Existing Collateral Agent

By: 

Name: **Charles D. Mulkeen**
Title: **Authorized Signatory**

*Signature Page to
Notice of Substitution of Collateral Agent in Trademarks
(JR Creations, Inc.)*

**TRADEMARK
REEL: 004018 FRAME: 0335**

**GENERAL ELECTRIC CAPITAL
CORPORATION, as successor Collateral Agent**

By: 
Duly Authorized Signatory

*Signature Page to
Notice of Substitution of Collateral Agent in Trademarks
(JR Creations, Inc.)*

**TRADEMARK
REEL: 004018 FRAME: 0336**

Schedule A
to
Notice Of Substitution Of Collateral Agent In Trademarks

MARK	REG. NO.
TROGG	2625529