

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lornamead Inc.		07/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GE Corporate Finance Bank SAS, London Branch		
Street Address:	30 Berkeley Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1J 6EW		
Entity Type:	financial institution:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77539026	AQUA NET	
Registration Number:	3536898	FINESSE	
Registration Number:	3537003		
Serial Number:	77381738	SOMETIMES YOU NEED A LITTLE FINESSE, SOMETIMES YOU NEED A LOT	
CORRESPONDENCE DATA			
Fax Number:	(937)449-6405		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	937-449-6400		
Email:	sherrie.hilty@dinslaw.com		
Correspondent Name:	Kimberly Gambrel, Dinsmore & Shohl LLP		
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:	LOU 0040 (A) T5		

OP \$115.00 77539026

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kimberly Gambrel

Signature:

/Kimberly Gambrel/

Date:

07/27/2009

Total Attachments: 34

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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Amendment to Trademark Security Agreement (the "Amendment") is made as of this 23 day of JULY, 2009 by and between **LORNAMEAD INC.**, with an address at 175 Cooper Avenue, Tonawanda, New York 14150 ("Pledgor"), and **GE CORPORATE FINANCE BANK SAS, LONDON BRANCH**, as successor security agent to Kaupthing Bank Hf., as security agent for itself and the Lenders defined below, with an address at 30 Berkeley Square, London W1J 6EW England ("Security Trustee").

WITNESSETH

WHEREAS, Pledgor and Security Trustee are parties to that certain Trademark Security Agreement, dated December 22, 2006 (as amended, modified or restated from time to time, the "Agreement") recorded on November 6, 2008 as Reel/Frame 003883/0554 naming Lomamead Inc., as Assignor, and Kaupthing Bank HF, as Assignee, pursuant to which Assignor granted a security and collateral interest in the trademarks listed on Schedule I attached thereto; and

WHEREAS, the parties desire to amend the Agreement, as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the adequacy of which is hereby acknowledged, and subject to the terms and conditions hereof, the parties hereto agree as follows:

SECTION 1. DEFINITIONS. Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in the Agreement.

SECTION 2. AMENDMENTS TO AGREEMENT.

2.1 The Agreement is hereby amended by deleting the first and second Whereas clauses in their entirety and inserting the following in their stead:

"WHEREAS, Pledgor is a party to (i) the Amended and Restated Agreement dated June 25, 2009 relating to the Amended and Restated Senior Facilities Agreement (as amended, modified or restated from time to time, the "Senior Facilities Agreement") originally dated December 22, 2006, as amended on March 29, 2007 and May 8, 2007 and as amended and restated on December 31, 2007 and as amended and restated on June 25, 2009 among Lomamead Acquisitions Limited, as parent, the companies listed in Part 1 of Schedule 1, as borrowers, the companies listed in Part 1 of Schedule 1, as guarantors, the financial institutions listed in Part 2 of Schedule 1, as Lenders and GE Corporate Finance Bank SAS, London Branch, as Agent and Pledgee and (ii) the Amended and Restated Agreement dated June 25, 2009 relating to the Amended and Restated Mezzanine Facility Agreement originally dated December 31, 2007 and as amended and restated on June 25, 2009 among Lomamead Acquisitions Limited, as parent, the companies listed in Part 1 of Schedule 1, as borrowers, the companies listed in Part 1 of Schedule 1, as guarantors and GE Corporate Finance Bank SAS, London Branch, as Lender, Agent and Pledgee, and all amendments and modifications to the foregoing

and extensions and replacements thereof (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 Agreement");"

2.2 The Agreement is hereby amended by adding the following trademarks to Schedule I:

Official No.	Title
77/539026	AQUA NET
3536898	FINESSE
3537003	Finesse Floral Burst logo (b&w)
77381738	SOMETIMES YOU NEED A LITTLE FINESSE, SOMETIMES YOU NEED A LOT

SECTION 3. **CONDITIONS PRECEDENT**. The effectiveness of this Amendment is expressly conditioned upon satisfaction of the following conditions precedent:

3.1 Security Trustee shall have received copies of this Amendment duly executed by the Pledgor.

3.2 Security Trustee shall have received such other documents, certificates and assurances as it shall reasonably request.

SECTION 4. **FULL FORCE AND EFFECT**. Except as herein amended, the Agreement shall remain in full force and effect.

SECTION 5. **COUNTERPARTS**. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year specified above.


PLEDGOR:

LORNAMEAD INC.

By: _____
Name: _____
Title: _____

SECURITY TRUSTEE:

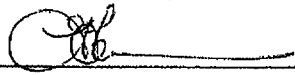
**GE CORPORATE FINANCE BANK
SAS, LONDON BRANCH**

By: 
Name: Max Jessemlyg DOMINIC IN COM
Title: Executive Director AUTOMATIC SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year specified above.

PLEDGOR:

LORNAMEAD INC.

By: 
Name: JEN OSBORNE
Title: DIRECTOR

SECURITY TRUSTEE:

**GE CORPORATE FINANCE BANK
SAS, LONDON BRANCH**

By: _____
Name: _____
Title: _____

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2006, by LORNAMEAD INC. ("**Pledgor**"), in favor of KAUPTHING BANK HF., in its capacity as security agent (the "**Security Trustee**") under the Facilities Agreement (as hereinafter defined), together with any successors for its benefit and the benefit of the Secured Parties (as hereinafter defined).

WITNESSETH:

WHEREAS, Pledgor is a party to that certain Multicurrency Senior Term and Revolving Facilities Agreement dated December 22, 2006 (as amended on March 29, 2007 and May 8, 2007 and amended and restated on December 31, 2007, the "Facilities Agreement") among (1) Pledgor, (2) Lomamead Acquisitions Limited, as Parent (3) the other Borrowers and Guarantors named therein, (4) the Lenders a party thereto from time to time (collectively, the "Lenders") and (5) Kaupthing Bank HF., as Arranger, Agent, Security Agent and Original Issuing Bank;

WHEREAS, Pledgor is a party to that certain Security Agreement, dated December 22, 2006 (the "Security Agreement") between Pledgor and Security Trustee; and

WHEREAS, pursuant to the Facilities Agreement, Pledgor is required to execute and deliver to Security Trustee, for itself and for the Security Beneficiaries (as defined in the Facilities Agreement), 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 Section 1 thereto to the Security Agreement.

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 License.


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 Agreement. 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 rights and remedies of Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

[signature page follows]

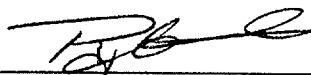
IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LORNAMEAD, INC.

By:  _____
Name: JON 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: Lomamead Inc.

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FINESSE PLUS WORD/WORDS	1919193	September 19, 1995
FINESSE WORD(S) & DEVICE	1486618	May 3, 1988
FINESSE WORD(S) & DEVICE	2112398	November 11, 1997
FINESSE WORD(S) PARTICULAR STYLE	2751188	August 12, 2003
FINESSE WORD/WORDS	1255753	November 1, 1983
FINESSE WORD/WORDS	1256560	November 8, 1983
AQUA NET WORD/WORDS	857632	September 24, 1968



DATED 15 April 2009

- (1) LORNAMEAD ACQUISITIONS LIMITED
(as the Parent)
- (2) THE COMPANIES LISTED IN SCHEDULE 3
(as the Obligors)
- (3) KAUPTHING BANK HF.
(as the Senior Arranger)
- (4) KAUPTHING BANK HF.
(as the Mezzanine Arranger)
- (5) GE CORPORATE FINANCE BANK SAS
(as Senior Lender)
- (6) GE CORPORATE FINANCE BANK SAS
(as Mezzanine Lender)
- (7) KAUPTHING BANK HF.
(as Original Senior Lender)
- (8) KAUPTHING BANK HF.
(as Original Mezzanine Lender)
- (9) KAUPTHING BANK HF.
(as Original Issuing Bank)
- (10) KAUPTHING BANK HF.
(as Hedging Counterparty)
- (11) KAUPTHING BANK HF.
(as the Retiring Security Agent)
- (12) KAUPTHING BANK HF.
(as the Retiring Senior Agent)
- (13) KAUPTHING BANK HF.
(as the Retiring Mezzanine Agent)
- (14) GE CORPORATE FINANCE BANK SAS, LONDON BRANCH
(as Successor Security Agent)
- (15) GE CORPORATE FINANCE BANK SAS, LONDON BRANCH
(as Successor Senior Agent)
- and -
- (16) GE CORPORATE FINANCE BANK SAS, LONDON BRANCH
(as Successor Mezzanine Agent)

**DEED OF RESIGNATION AND
APPOINTMENT AND
TRANSFER OF SECURITY**

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THIS DEED is made on

15 April

2009

BETWEEN:

- (1) LORNAMEAD ACQUISITIONS LIMITED (as the Parent);
- (2) THE COMPANIES LISTED IN SCHEDULE 3 (as the Obligors);
- (3) KAUPTHING BANK HF. (as the Senior Arranger);
- (4) KAUPTHING BANK HF. (as the Mezzanine Arranger);
- (5) GE CORPORATE FINANCE BANK SAS (as Senior Lender);
- (6) GE CORPORATE FINANCE BANK SAS (as Mezzanine Lender);
- (7) KAUPTHING BANK HF. (as Original Senior Lender);
- (8) KAUPTHING BANK HF. (as Original Mezzanine Lender);
- (9) KAUPTHING BANK HF. (as Original Issuing Bank);
- (10) KAUPTHING BANK HF. (as Hedging Counterparty);
- (11) KAUPTHING BANK HF. (as the Retiring Security Agent);
- (12) KAUPTHING BANK HF. (as the Retiring Senior Agent);
- (13) KAUPTHING BANK HF. (as the Retiring Mezzanine Agent);
- (14) GE CORPORATE FINANCE BANK SAS, LONDON BRANCH (as the Successor Security Agent);
- (15) GE CORPORATE FINANCE BANK SAS, LONDON BRANCH (as the Successor Senior Agent); and
- (16) GE CORPORATE FINANCE BANK SAS, LONDON BRANCH (as the Successor Mezzanine Agent).

WHEREAS:

- (A) Pursuant to the terms of a security trust deed dated 22 December 2006 as amended and restated on 31 December 2007 and made between (1) Kaupthing Bank HF. (as the Arranger), (2) Kaupthing Bank HF. (as the Mezzanine Arranger), (3) Kaupthing Bank HF. (as the Agent), (4) Kaupthing Bank HF. (as the Mezzanine Agent), (5) Kaupthing Bank HF. (as the Security Agent), (6) the financial institutions listed in Part 1 of Schedule 1 therein (as Senior Lenders), (7) the financial institutions listed in Part 2 of Schedule 2 therein (as Mezzanine Lenders), (8) Kaupthing Bank HF. (as Original Issuing Bank), (9) Kaupthing Bank HF. (as Hedging Counterparty) and (10) the companies named in Schedule 2 therein (as Original Obligors) (the "Security Trust Deed") the Retiring Security Agent holds the benefit of the security created pursuant to the Transaction Security Documents (as defined in the Security Trust Deed, and hereinafter the "Transaction Security") as more particularly described in

Schedule 1 on trust for itself and the other Secured Parties (as defined in the Security Trust Deed).

- (B) The Retiring Security Agent wishes to retire as, and the Successor Security Agent wishes to be appointed as, the Security Agent.
- (C) The Parent and the Obligors enter into this Deed to acknowledge and consent to the assumption by the Successor Security Agent of all rights and obligations of the Retiring Security Agent under the Transaction Security Documents.
- (D) Pursuant to the terms of the Senior Facilities Agreement, the Retiring Senior Agent acts as Senior Agent for all the Senior Lenders.
- (E) The Retiring Senior Agent wishes to retire as, and the Successor Senior Agent wishes to be appointed as, the Senior Agent.
- (F) Pursuant to the terms of the Mezzanine Facility Agreement, the Retiring Mezzanine Agent acts as Mezzanine Agent for all the Mezzanine Lenders.
- (G) The Retiring Mezzanine Agent wishes to retire as, and the Successor Mezzanine Agent wishes to be appointed as, the Mezzanine Agent.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this Deed, the terms defined in or by reference to the Intercreditor Agreement (as defined in the Security Trust Deed) shall, unless the contrary intention appears, have the same meanings when used in this Deed (including the recitals).

2. EFFECTIVE DATE

The retirements, appointments and transfers referred to in clause 3 (*Retirement and Appointment and Transfer of Security*) below shall take effect on the date on which each of the Successor Senior Agent, the Successor Security Agent and the Successor Mezzanine Agent has confirmed that it has received, in form and substance satisfactory to each of them, all of the documents and other evidence listed in schedule 2 to this Deed (the "Effective Date").

3. RETIREMENT AND APPOINTMENT AND TRANSFER OF SECURITY

- (a) In accordance with, and pursuant to, the terms of the Senior Facilities Agreement, the Mezzanine Facility Agreement and the Security Trust Deed, the Senior Lender and the Mezzanine Lender (the "Consenting Lenders") have consented to the retirements, appointments and transfers of Security more particularly described in this clause 3.
- (b) From the Effective Date the parties to this Deed (the "Parties") agree to and acknowledge the following:
 - (i) the retirement of the Retiring Senior Agent from its position as Senior Agent under the Intercreditor Agreement and the other Senior Finance Documents;
 - (ii) the appointment of the Successor Senior Agent to the position of Senior Agent under the Intercreditor Agreement and the other Senior Finance Documents;

- (iii) the Successor Senior Agent assuming all the rights and obligations of the Retiring Senior Agent under the Senior Finance Documents (provided that it shall not be liable for any acts or omission of the Retiring Senior Agent);
 - (iv) the retirement of the Retiring Mezzanine Agent from its position as Mezzanine Agent under the Intercreditor Agreement and the other Mezzanine Finance Documents;
 - (v) the appointment of the Successor Mezzanine Agent to the position of Mezzanine Agent under the Intercreditor Agreement and the other Mezzanine Finance Documents;
 - (vi) the Successor Mezzanine Agent assuming all the rights and obligations of the Retiring Mezzanine Agent under the Mezzanine Finance Documents (provided that it shall not be liable for any acts or omission of the Retiring Mezzanine Agent);
 - (vii) the retirement of the Retiring Security Agent from its position as Security Agent under the Security Trust Deed and the other Finance Documents whose retirement will, to the extent required by applicable local law, be further documented in accordance with such local law requirements, including, but not limited to, the execution of the documents set out in Schedule 2;
 - (viii) the appointment of the Successor Security Agent to the position of Security Agent under the Security Trust Deed and the other Finance Documents whose appointment will, to the extent required by applicable local law, be further documented in accordance with such local law requirements, including, but not limited to, the execution of the documents set out in Schedule 2;
 - (ix) the benefit of all the Transaction Security, including, but not limited to, the Transaction Security Documents listed in Schedule 1 will vest in the Successor Security Agent and will, to the extent required by applicable local law, be further documented in accordance with such local law requirements, including, but not limited to, the execution of the documents set out in Schedule 2; and
 - (x) the Successor Security Agent assuming all the rights and obligations of the Retiring Security Agent under the Finance Documents (provided that it shall not be liable for any acts or omission of the Retiring Security Agent) which assumption will, to the extent required by applicable local law, be further documented in accordance with such local law requirements, including, but not limited to, the execution of the documents set out in Schedule 2.
- (c) To the extent that the benefit of any Transaction Security (including, but not limited to the security created pursuant to the Transaction Security Documents listed in Schedule 1) does not (as a result of any applicable local law or otherwise) vest in the Successor Security Agent by virtue of clause 3(b) above or as a result of the execution of the documents set out in Schedule 2, then the Retiring Security Agent hereby:
- (i) assigns and transfers all of its right, title and interest in such Transaction Security to the Successor Security Agent to hold on the terms of the Security Trust Deed and the Intercreditor Agreement;

- (ii) undertakes to the Successor Security Agent that, on request of the Successor Security Agent, the Retiring Security Agent shall be joined in any proceedings with the Successor Security Agent to enforce the Transaction Security or shall take any steps necessary or desirable to enforce the Transaction Security in its name for and on behalf of the Successor Security Agent and the Secured Parties; and
- (iii) irrevocably and by way of security appoints the Successor Security Agent as its attorney (with full power of substitution and delegation) in its name and on its behalf to do anything which it has authorised the Successor Security Agent to do under this Deed and/or is required to do under this Deed but has failed to do within 3 Business Days of request by the Successor Security Agent.
- (d) The Parties hereby acknowledge that the Consenting Lenders have consented to the retirement of the Retiring Security Agent, the Retiring Senior Agent and the Retiring Mezzanine Agent and the appointment of the Successor Security Agent, the Successor Senior Agent and the Successor Mezzanine Agent.

4. EXCLUSION OF LIABILITY

- (a) The Successor Senior Agent requests that each of the Original Senior Lender and the Parent acknowledge by executing this Deed that GE Corporate Finance Bank SAS, London Branch shall not be liable for any acts or omission of Kaupthing Bank HF. in its role as Senior Agent prior to the Effective Date (including, but not limited to, the non payment to the Original Senior Lender of any interest or principal payable to it in accordance with the terms of the Senior Facilities Agreement).
- (b) The Successor Mezzanine Agent requests that each of the Original Mezzanine Lender and the Parent acknowledge by executing this Deed that GE Corporate Finance Bank SAS, London Branch shall not be liable for any acts or omission of Kaupthing Bank HF. in its role as Mezzanine Agent prior to the Effective Date (including, but not limited to, the non payment to the Original Mezzanine Lender of any interest or principal payable to it in accordance with the terms of the Mezzanine Facility Agreement).
- (c) The Successor Security Agent requests that each of the Secured Parties acknowledge by executing this Deed that GE Corporate Finance Bank SAS, London Branch shall not be liable for any acts or omission of Kaupthing Bank HF. in its role as Security Agent prior to the Effective Date.
- (d) Without prejudice to the generality of the other provisions of this Deed, by executing this Deed the Parent and the Obligors acknowledge that Kaupthing Bank HF. shall not be liable, whether in its capacity as Retiring Senior Agent, Retiring Mezzanine Agent, Retiring Security Agent or otherwise, for any acts or omissions of GE Corporate Finance Bank SAS (or any successor to such entity) in any of its roles as Successor Senior Agent, Successor Mezzanine Agent or Successor Security Agent from and after the Effective Date.
- (e) The Parent and the Obligors agree to co-operate with GE Corporate Finance Bank SAS, London Branch in relation to the retirements, appointments and transfer of Security contemplated in this Deed. Without limiting the rights of any Finance Party (as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement) pursuant to clause 5 (*Further Assurance*) below, by executing this Deed GE Corporate Finance Bank SAS, London Branch agrees that no Obligor will be

liable to any Finance Party for any defect in the retirements and appointments set out in or contemplated by this Deed or any defects in the transfer of the Transaction Security contemplated by this Deed unless such defect is caused by the wilful misconduct of that Obligor.

5. **FURTHER ASSURANCE**

Each of the Parties shall, at the reasonable expense of the Parent, as soon as reasonably practicable do all such things as may be reasonably necessary to further give effect to the provisions of this Deed including, but without limitation, any re-registration of any Transaction Security in the name of the Successor Security Agent (acting, where appropriate under applicable legislation, in the name of the Lenders (as defined in the Finance Documents)), and, in the event that the Retiring Security Agent fails to execute any of the documents detailed in schedule 2, the Successor Security Agent shall be entitled to execute such documents as attorney for the Retiring Security Agent pursuant to the provisions of clause 3(c)(iii) above.

6. **CONDITIONS SUBSEQUENT**

- (a) The Parent shall procure within 30 days from the Effective Date the filing of the following documents:
- (i) Notice of transfer of security from Kaupthing Bank HF ("**Kaupthing**") to GE Corporate Finance Bank SAS, London Branch ("**GE**") in the UK trademark registry in respect of trademarks over which Kaupthing's interest has been registered;
 - (ii) Notice of transfer of security from Kaupthing to GE in the German trademark registry in respect of trademarks over which Kaupthing's interest has been registered;
 - (iii) Notice of change of Security Agent signed by Kaupthing and GE in the US Patent and Trademark office in respect of trademarks and patents over which Kaupthing's interest has been registered;
 - (iv) Copies of transfer certificates evidencing transfer of facilities from Kaupthing to GE and this Deed, and certified copies of the Senior Facilities Agreement, Mezzanine Facility Agreement and the Swedish pledge agreements over trademarks dated 16 April 2008 in the Swedish PRV in respect of trademarks over which Kaupthing's interest has been registered; and
 - (v) a copy of this Deed in the Canadian IP office in respect of trademarks over which Kaupthing's interest has been registered.
- (b) The Parent shall procure within seven days from the Effective Date legal opinions from the Finance Parties' counsel as to German law and Ontario law; and
- (c) The Parent shall procure within 30 days from the Effective Date a legal opinion from:
- (i) the Finance Parties' counsel as to Swedish law; and
 - (ii) the Parent's counsel as to New York law.

7. **RELIANCE**

Each of the Retiring Security Agent, the Retiring Senior Agent and the Retiring Mezzanine Agent make no representations or warranties or covenant of any kind regarding the Finance Documents and the condition of the Group. Each of the Successor Security Agent, the Successor Senior Agent and the Successor Mezzanine Agent acknowledge that it is entering into this Deed based solely upon its own appraisals and investigations concerning the Group and the Finance Documents.

8. **CONTINUING PROVISIONS**

Except where inconsistent with the provisions of this Deed, the terms and conditions of the Finance Documents are hereby confirmed and shall remain in full force and effect and the terms of this Deed shall be strictly without prejudice to any of the Finance Parties' rights, powers and discretions under the Finance Documents.

9. **COSTS AND EXPENSES**

The Parent shall, within five Business Days of demand, reimburse GE Corporate Finance Bank SAS, London Branch for (i) the pre-agreed costs, expenses and legal fees reasonably incurred in connection with the negotiation, preparation and execution of this Deed and (ii) the costs, expenses and legal fees reasonably incurred in connection with the conditions subsequent referred to in clause 6 (*Conditions subsequent*) above.

10. **NOTICES**

The address for notices of the Successor Security Agent, the Successor Senior Agent and the Successor Mezzanine Agent for the purposes of the Finance Documents is as follows:

(a) Successor Security Agent and Successor Senior Agent:

Address: 30 Berkeley Square
London W1J 6EW

Facsimile No: +44 (0)207 907 2646

Attention: Veronica Irlam

(b) Successor Mezzanine Agent

Address: 30 Berkeley Square
London W1J 6EW

Facsimile No: +44 (0)207 907 2646

Attention: Veronica Irlam

11. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who not party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause shall not affect any right or remedy of a person which exists or is available otherwise than by operation of that Act.

12. FINANCE DOCUMENT

This Deed is a Finance Document for the purposes of the Senior Facilities Agreement and the Mezzanine Facility Agreement.

13. COUNTERPARTS

This Deed may be executed in any number of counterparts and all or such counterparts taken together shall be deemed to constitute one and the same instrument.

14. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

15. ENFORCEMENT

15.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed (a "Dispute").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 15.1 is for the benefit of GE and Kaupthing (in their various capacities under this Deed) only. As a result, neither GE nor Kaupthing shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, GE and Kaupthing may take concurrent proceedings in any number of jurisdictions.

15.2 Jurisdiction of English courts

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Obligor (other than an Obligor incorporated in England and Wales) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed (and the Parent by its execution of this Deed accepts that appointment);
- (b) Each Party agrees that failure by an agent for service of process to notify the relevant Party of the process will not invalidate the proceedings concerned.
- (c) If any person appointed as an agent for service of process for any of the Obligors is unable for any reason to act as agent for service of process, the Parent (on behalf of all the Obligors), must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the other Parties. Failing this, the other Parties may appoint another agent for this purpose.
- (d) If any person appointed as an agent for service of process for Kaupthing is unable for any reason to act as agent for service of process, Kaupthing must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the other Parties. Failing this, the other Parties may appoint another agent for this purpose.

- (e) Each Party expressly agrees and consents to the provisions of this clause 15 and clause 14 (*Governing law*).

IN WITNESS whereof this Deed has been duly executed and delivered on the date first written above.

SCHEDULE 1

Transaction Security Documents

1. England and Wales

- (a) Debenture creating fixed and floating charges over all the assets of Lornamead Acquisitions Limited and Lornamead UK Limited dated 22 December 2006.
- (b) Assignment of key-man policies by Lornamead Acquisitions Limited dated 25 April 2007.
- (c) Accession deed by Lornamead Group Limited (relating to a Debenture dated 22 December 2006) dated 8 May 2007.
- (d) Accession deed by Lornamead Group Limited (relating to a Debenture dated 22 December 2006) dated 12 June 2007.
- (e) Accession deed by Lornamead Group Limited (relating to a Debenture dated 22 December 2006) dated 6 August 2007.
- (f) Debenture creating fixed and floating charges over all the assets of Lornamead Acquisitions Limited, Lornamead UK Limited and Lornamead Group Limited dated 31 December 2007.
- (g) Assignment of key-man policy by Lornamead Acquisitions Limited dated 4 March 2008.

2. Germany

- (a) Share Pledge Agreement by Lornamead Acquisitions Limited over the shares in Lornamead GmbH dated 20 December 2006.
- (b) Intellectual Property Security Assignment Agreement by Lornamead GmbH dated 22 December 2006.
- (c) Pledge over Bank Accounts by Lornamead GmbH dated 22 December 2006.
- (d) Share Pledge Assumption Agreement by Lornamead Group Limited (relating to Share Pledge Agreement dated 20 December 2006) dated 6 July 2007.
- (e) Security Purpose Expansion Agreement by Lornamead Group Limited (relating to a Share Pledge Agreement dated 20 December 2006, as amended by a Share Pledge Assumption Agreement dated 6 July 2007) dated 29 January 2008.
- (f) Security Purpose Expansion and Amendment Agreement by Lornamead GmbH (relating to an Intellectual Property Security Assignment Agreement and Pledge over Bank Accounts each dated 22 December 2006) dated 29 January 2008.
- (g) Intellectual Property Security Assignment Agreement by Lornamead Inc. dated 19 June 2008.
- (h) Intellectual Property Security Assignment Agreement by Lornamead Group Limited dated 19 June 2008.

3. USA

- (a) Share Pledge Agreement by Lornamead Acquisitions Limited over the shares in Lornamead Inc. (then known as Lornamead Brands, Inc.) dated 22 December 2006.
- (b) Security Agreement over all property of Lornamead Inc. (then known as Lornamead Brands, Inc.) dated 22 December 2006.
- (c) Deposit Account Control Agreement relating to deposit account with Bank of America by Lornamead Inc. (then known as Lornamead Brands, Inc) dated 22 December 2006.
- (d) Trademark Security Agreement by Lornamead Inc. (then known as Lornamead Brands, Inc) dated 22 December 2006.
- (e) Patent Security Agreement by Lornamead Inc. (then known as Lornamead Brands, Inc) dated 22 December 2006.
- (f) Amended and Restated Share Pledge Agreement by Lornamead Group Limited (relating to a Share Pledge Agreement dated 22 December 2006) dated 6 August 2007.
- (g) First Amendment to Security Agreement by Lornamead Inc. (relating to a Security Agreement dated 22 December 2006) dated 30 January 2008.
- (h) First Amendment to Deposit Account Control Agreement by Lornamead Inc. (relating to a Deposit Account Control Agreement dated 22 December 2006) dated 30 January 2006.
- (i) First Amendment to Trademark Security Agreement by Lornamead Inc. (relating to a Trademark Security Agreement dated 22 December 2006) dated 30 January 2008.
- (j) First Amendment to Patent Security Agreement by Lornamead Inc. (relating to a Patent Security Agreement dated 22 December) dated 30 January 2008.
- (k) First Amendment to Amended and Restated Share Pledge Agreement by Lornamead Group Limited (relating to Share Pledge Agreement dated 22 December 2006 and as amended and restated on 6 August 2007) dated 25 January 2008.
- (l) Trademark Security Agreement by Lornamead Group Limited dated 14 May 2008.
- (m) Pledge Security Agreement over shares in Lornamead Inc. dated 9 April 2008 by Mitesh Devshi Jatania.
- (n) Pledge Security Agreement over shares in Lornamead Inc. dated 9 April 2008 by George Russell.
- (o) Pledge Security Agreement over shares in Lornamead Inc. dated 7 April 2008 by Scott Emerson.
- (p) Pledge Security Agreement over shares in Lornamead Inc. dated 17 April 2008 by Jeff Lokken.
- (q) Pledge Security Agreement over shares in Lornamead Inc. dated 9 April 2008 by James A. Nass.

- (r) Pledge Security Agreement over shares in Lornamead Inc. dated 9 April 2008 by Jonathan J. Osborne.
- (s) Pledge Security Agreement over shares in Lornamead Inc. dated 9 April 2008 by Lornamead Group Limited.
- (t) Pledge Security Agreement dated 31 July 2008 over shares in Lornamead Inc. by Lornamead Group Limited.

4. Dubai

- (a) Debenture creating fixed and floating charges over all the assets of, and a charge over the shares in, Lornamead FZE dated 22 December 2006.
- (b) Accession deed by Lornamead Group Limited (relating to a Debenture dated 22 December 2006) dated 8 May 2007.
- (c) Accession deed by Lornamead Group Limited (relating to a Debenture dated 22 December 2006) dated 12 June 2007.
- (d) Accession deed by Lornamead Group Limited (relating to a Debenture dated 22 December 2006) dated 6 August 2007.
- (e) Accession Deed to a debenture dated 31 December 2007 creating fixed and floating charges over all of the assets of Lornamead FZE dated 7 February 2008.
- (f) Charge over shares by Lornamead Group Limited over the shares in Lornamead FZE dated 5 March 2008.

5. Sweden

- (a) First Priority Pledge Agreement relating to certain trademarks by Lornamead Group Limited dated 16 April 2008.
- (b) First Priority Pledge Agreement relating to certain trademarks by Lornamead Inc. dated 16 April 2008.

6. Canada

- (a) Security Agreement over all the property and undertaking of Lornamead Group Limited dated 31 July 2008.
- (b) Security Agreement over all the property and undertaking of Lornamead Inc. dated 31 July 2008.

SCHEDULE 2

Documents list in respect of:

1. the resignation of Kaupthing Bank Hf. as Agent and Security Agent; and
2. the appointment of GE Corporate Finance Bank SAS as Agent under the Senior Facilities Agreement and the Mezzanine Facility Agreement and as Security Agent.

UNITED KINGDOM

1. Letter from the Parent confirming requests to be made to each of the Senior and Mezzanine facility syndicates.
2. Deed of Resignation and Appointment and Transfer of Security.
3. Evidence satisfactory to the Successor Senior Agent that Kaupthing Bank HF. has authority to sign this Deed in its various capacities.
4. Process agent appointment letter from Kaupthing.
5. Board resolutions for each of Lornamead Acquisitions Limited, Lornamead Group Limited and Lornamead UK Limited approving the Deed of Resignation and Appointment and Transfer of Security and any related documents.
6. Legal opinion from the Finance Parties' counsel as to English law.
7. Agency fee letter between the Successor Security Agent, Successor Senior Agent, Successor Mezzanine Agent and the Parent.

GERMANY

1. Security purpose expansion agreement by Lornamead Group Limited relating to a share pledge agreement over the shares in Lornamead GmbH dated 20 December 2006, as amended by a share pledge assumption agreement dated 6 July 2007 and as further amended by a security purpose expansion agreement dated 29 January 2008.
2. Security purpose expansion agreement by Lornamead GmbH relating to a pledge over bank accounts dated 22 December 2006, as amended by a security purpose expansion agreement dated 29 January 2008.
3. Security assignment and assumption agreement by Lornamead GmbH relating to an intellectual property security assignment agreement dated 22 December 2006, as amended by a security purpose expansion and amendment agreement dated 29 January 2008.
4. Security assignment and assumption agreement by Lornamead Inc. relating to an intellectual property security assignment agreement dated 19 June 2008.
5. Security assignment and assumption agreement by Lornamead Group Limited relating to an intellectual property security assignment agreement dated 19 June 2008.
6. A written shareholders' resolution of Lornamead GmbH's shareholder(s) resolving approval of and entering into the German security documents to which Lornamead GmbH is a party.

USA

1. UCC filing for Lornamead Inc. amended to show GE Corporate Finance Bank SAS as Security Agent.
2. Notices of change of Security Agent signed by Kaupthing Bank HF. and GE Corporate Finance Bank SAS, London Branch (to be filed with US Patent and Trademark Office in respect of security over patents and trademarks).

DUBAI

1. A copy (certified by an officer of Lornamead FZE to be true, complete, correct and up to date) of a notarised general power of attorney of the directors of Lornamead FZE dated 16 December 2005 authorising Mike Jatania, JJ Osborne and RGS Raman to undertake all acts on behalf of Lornamead FZE.
2. A copy (certified by an officer of Lornamead FZE to be true, complete, correct and up to date) of the certificate of formation of Lornamead FZE with registration number 0256.
3. A copy (certified by an officer of Lornamead FZE to be true, complete, correct and up to date) of the current trade licence of Lornamead FZE.
4. A copy (certified by an officer of Lornamead FZE to be true, complete, correct and up to date) of the memorandum and articles of association of Lornamead FZE.
5. Up to date original resolutions of the board of directors of Lornamead FZE authorising the execution of the Deed of Resignation and Appointment and Transfer of Security (to be filed at DAFZA within seven days of execution).
6. Up to date original resolutions of Lornamead Group Limited as sole shareholder of Lornamead FZE authorising the execution of the Deed of Resignation and Appointment and Transfer of Security (to be filed at DAFZA within seven days of execution).
7. A letter from GE Corporate Finance Bank SAS, London Branch to DAFZA notifying DAFZA of the change of Agent and Security Agent and authorising DLA Piper to represent them before DAFZA (to be filed at DAFZA within seven days of execution).
8. A copy of the executed Deed of Resignation and Appointment and Transfer of Security (to be filed at DAFZA within seven days of execution).
9. Legal opinion from the Finance Parties' counsel as to Dubai law.

SWEDEN

Notarised power of attorney in favour of DLA Nordic from GE Corporate Finance Bank SAS, London Branch.

CANADA

Filing of all relevant personal property statements in Canada.

SCHEDULE 3

The Obligors

Loramead Acquisitions Limited	England and Wales (05279065)
Loramead Group Limited	England and Wales (06221527)
Loramead UK Limited	England and Wales (01766292)
Loramead GmbH	Germany (local court of Hamburg) HRB 90953
Loramead, Inc.	Delaware 74-3071353
Loramead FZE	United Arab Emirates DAFZ/0256

EXECUTION PAGES

The Parent (for itself and as agent for the Obligor)

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
LORNAMEAD ACQUISITIONS)
LIMITED by a director in the presence of a)
witness:

Signature [Handwritten Signature]

Name (block capitals) JONATHAN OGBORN
Director

Witness signature [Handwritten Signature]

Witness name SUE ROBINSON
(block capitals)

Witness address S. HOULTON COURT
BAGSHOT, SURREY
GU19 5AA

The Obligor

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
LORNAMEAD ACQUISITIONS)
LIMITED by a director in the presence of a)
witness:

Signature [Handwritten Signature]

Name (block capitals) JONATHAN OGBORN
Director

Witness signature [Handwritten Signature]

Witness name SUE ROBINSON
(block capitals)

Witness address S. HOULTON COURT
BAGSHOT, SURREY
GU19 5AA

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
LORNAMEAD GROUP LIMITED by a)
director in the presence of a witness:)

Signature 


Name (block capitals) JONATHAN OSBORNE
Director

Witness signature 

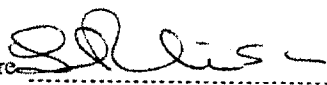
Witness name SUE ROBINSON
(block capitals)

Witness address 5 HOULTON COURT
BAGSHOT, SURREY
GU19 5QQ

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
LORNAMEAD UK LIMITED by a director)
in the presence of a witness:)

Signature 

Name (block capitals) JONATHAN OSBORNE
Director

Witness signature 

Witness name SUE ROBINSON
(block capitals)

Witness address 5 HOULTON COURT
BAGSHOT, SURREY
GU19 5QQ

EXECUTED as a **DEED** by)
LORNAMEAD GMBH)
acting by:)



EXECUTED as a DEED by)
LORNAMEAD, INC.)
acting by:)



Executed as a deed, but not delivered until the)
first date specified on page 1, by)
LORNAMEAD FZE by a director in the)
presence of a witness:)

Signature  _____

Name (block capitals) JONATHAN OSBORNE,
Director

Witness signature  _____

Witness name SUE ROBINSON
(block capitals)

Witness address 5 HOUSTON COURT
BAGSHOT, SURREY
GU19 5QR

The Senior Arranger

EXECUTED and delivered as a deed)
for and on behalf of)
KAUPTHING BANK HF.)
acting by a majority of its Resolution)
Committee)

The Mezzanine Arranger

EXECUTED and delivered as a deed)
for and on behalf of)
KAUPTHING BANK HF.)
acting by a majority of its Resolution)
Committee)

EXECUTED as a DEED by)
LORNAMEAD, INC.)
acting by:)

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
LORNAMEAD FZE by a director in the)
presence of a witness:)

Signature

Name (block capitals)

Director

Witness signature

Witness name)
(block capitals))

Witness address)
.....)
.....)
.....)

The Senior Arranger

EXECUTED and delivered as a deed)
for and on behalf of)
KAUPTHING BANK HF.)
acting by a majority of its Resolution)
Committee)

The Mezzanine Arranger

EXECUTED and delivered as a deed)
for and on behalf of)
KAUPTHING BANK HF.)
acting by a majority of its Resolution)
Committee)

[Handwritten signatures for Senior Arranger: J. J. O. and J. J. O.]
[Handwritten signatures for Mezzanine Arranger: J. J. O. and J. J. O.]

The Senior Lender

EXECUTED and delivered as a deed for and)
on behalf of **GE CORPORATE FINANCE**)
BANK SAS)

) Signature *[Handwritten Signature]*

) *[Handwritten Signature]*
) Signature

Address: C/O GE Corporate Finance
Bank SAS
30 Berkeley Square
London W1J 6EW

Facsimile No: +44 (0)207 302 6833

Attention: Julia Gnezdilova

The Mezzanine Lender

EXECUTED and delivered as a deed for and)
on behalf of **GE CORPORATE FINANCE**)
BANK SAS)

) Signature *[Handwritten Signature]*

) *[Handwritten Signature]*
) Signature

Address: C/O GE Corporate Finance
Bank SAS
30 Berkeley Square
London W1J 6EW

Facsimile No: +44 (0)207 302 6833

Attention: Julia Gnezdilova

The Original Senior Lender

EXECUTED and delivered as a deed)
for and on behalf of)
KAUPTHING BANK HF.)
acting by a majority of its Resolution Committee)
)
)

The Senior Lender

EXECUTED and delivered as a deed for and)
on behalf of **GE CORPORATE FINANCE**)
BANK SAS)

) Signature
)
)

) Signature

Address: C/O GE Corporate Finance
Bank SAS
30 Berkeley Square
London W1J 6EW

Facsimile No: +44 (0)207 302 6833

Attention: Julia Gnezdilova



The Mezzanine Lender

EXECUTED and delivered as a deed for and)
on behalf of **GE CORPORATE FINANCE**)
BANK SAS)

) Signature
)
)

) Signature

Address: C/O GE Corporate Finance
Bank SAS
30 Berkeley Square
London W1J 6EW

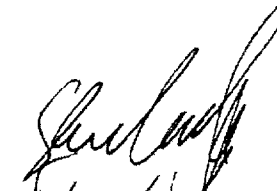
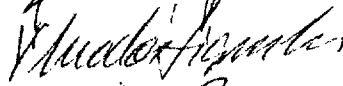
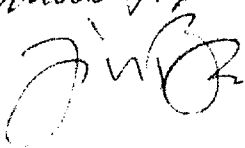
Facsimile No: +44 (0)207 302 6833

Attention: Julia Gnezdilova



The Original Senior Lender

EXECUTED and delivered as a deed)
for and on behalf of)
KAUPTHING BANK HF.)
acting by a majority of its Resolution Committee)

) 
) 
) 
)

The Original Mezzanine Lender

EXECUTED and delivered as a deed
for and on behalf of
KAUPTHING BANK HF.
acting by a majority of its Resolution Committee

)
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[Handwritten signature]
[Handwritten signature]
[Handwritten initials]

The Original Issuing Bank

EXECUTED and delivered as a deed
for and on behalf of
KAUPTHING BANK HF.
acting by a majority of its Resolution Committee

)
)
)
)
)
[Handwritten signature]
[Handwritten signature]
[Handwritten initials]

The Hedging Counterparty

EXECUTED and delivered as a deed
for and on behalf of
KAUPTHING BANK HF.
acting by a majority of its Resolution Committee

)
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)
)
)
[Handwritten signature]
[Handwritten signature]
[Handwritten initials]

The Retiring Security Agent

EXECUTED and delivered as a deed
for and on behalf of
KAUPTHING BANK HF.
acting by a majority of its Resolution Committee

)
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[Handwritten signature]
[Handwritten signature]
[Handwritten initials]


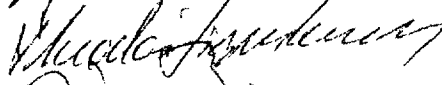
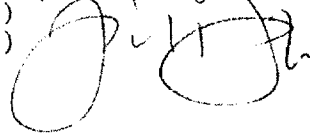
The Retiring Senior Agent

EXECUTED and delivered as a deed
for and on behalf of
KAUPTHING BANK HF.
acting by a majority of its Resolution Committee

)
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)
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[Handwritten signature]
[Handwritten signature]
[Handwritten initials]

The Retiring Mezzanine Agent

EXECUTED and delivered as a deed
for and on behalf of
KAUPTHING BANK HF.
acting by a majority of its Resolution Committee

) 
) 
) 

The Successor Security Agent

EXECUTED and delivered as a deed for and)
on behalf of **GE CORPORATE FINANCE**)
BANK SAS, LONDON BRANCH)

) _____
) Signature
)
) _____
) Signature

Address: 30 Berkeley Square
London W1J 6EW

Facsimile No: +44 (0)207 907 2646

Attention: Veronica Irlam
The Successor Senior Agent

EXECUTED and delivered as a deed for and)
on behalf of **GE CORPORATE FINANCE**)
BANK SAS, LONDON BRANCH)

) _____
) Signature
)
) _____
) Signature

Address: 30 Berkeley Square
London W1J 6EW

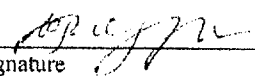
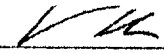
Facsimile No: +44 (0)207 907 2646

Attention: Veronica Irlam

The Retiring Mezzanine Agent

EXECUTED and delivered as a deed)
for and on behalf of)
KAUPTHING BANK HF.)
acting by a majority of its Resolution Committee)
)
)

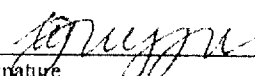
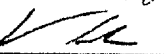
The Successor Security Agent

EXECUTED and delivered as a deed for and)
on behalf of GE CORPORATE FINANCE)
BANK SAS, LONDON BRANCH)
) )
) Signature)
) )
) Signature)

Address: 30 Berkeley Square
London W1J 6EW

Facsimile No: +44 (0)207 907 2646

Attention: Veronica Irlam
The Successor Senior Agent

EXECUTED and delivered as a deed for and)
on behalf of GE CORPORATE FINANCE)
BANK SAS, LONDON BRANCH)
) )
) Signature)
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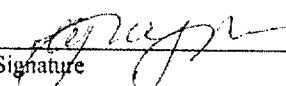
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London W1J 6EW

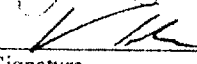
Facsimile No: +44 (0)207 907 2646

Attention: Veronica Irlam

The Successor Mezzanine Agent

EXECUTED and delivered as a deed for and)
on behalf of **GE CORPORATE FINANCE**)
BANK SAS, LONDON BRANCH)

) 
Signature

) 
Signature

Address: 30 Berkeley Square
London W1J 6EW

Facsimile No: +44 (0)207 907 2646

Attention: Veronica Irlam

