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
Fitz and Floyd Enterprises, LLC		08/05/2009	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	119 West 40th Street, 16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3219067	EVERYDAY WHITE
Registration Number:	3228937	EVERYDAY WHITE DINNERWARE
Registration Number:	3506710	EVERYDAY WHITE PORCELAIN
Registration Number:	1070624	FF
Registration Number:	1677664	FF
Registration Number:	1278990	FITZ AND FLOYD
Registration Number:	2882712	GLASS MENAGERIE
Registration Number:	3483388	GLOBAL MARKET
Registration Number:	3277029	GOURMET BY FITZ AND FLOYD
Registration Number:	2769121	ONE LOOK AND YOU KNOW
Registration Number:	2133074	PERENNIALS
Registration Number:	3187366	RICAMO
Registration Number:	1852134	SEASONS

CH $390.00 3219067

Registration Number:	2381534	SEASONS
Registration Number:	2800677	SNACK THERAPY

CORRESPONDENCE DATA

Fax Number: (215)564-8120

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

Phone: (215) 564-8051

Email: crosenbleeth@stradley.com

Correspondent Name: Christopher W. Rosenbleeth, Esq.

Address Line 1: 2600 One Commerce Square

Address Line 2: Stradley Ronon Stevens & Young, LLP

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Christopher Rosenbleeth
Signature:	/Christopher Rosenbleeth/br/
Date:	08/13/2009

Total Attachments: 12

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of August 5, 2009, is made by and between Fitz and Floyd Enterprises, LLC, a Delaware limited liability company having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the

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Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a limited liability company duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates**. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to

execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

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(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

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(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Fitz and Floyd Enterprises, LLC
429 Riverview Plaza
Trenton, New Jersey 08611
Fax: (800) 527-9550
Attention: Jack Miskin, CFO

FITZ AND FLOYD ENTERPRISES, LLC

By _____
Name: Steven R. Baram
Title CEO

Wells Fargo Bank, National Association
119 West 40th Street, 16th Floor
New York, New York 10018
Fax: 646-728-3297
Attn: Relationship Manager for Fitz and Floyd Enterprises, LLC

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Name: Evan Zwerman
Title: Vice President

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THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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Fitz and Floyd Enterprises, LLC
429 Riverview Plaza
Trenton, New Jersey 08611
Fax: (800) 527-9550
Attention: Jack Miskin, CFO

FITZ AND FLOYD ENTERPRISES, LLC

By _____
Name: Steven R. Baram
Title CEO

Wells Fargo Bank, National Association
119 West 40th Street, 16th Floor
New York, New York 10018
Fax: 646-728-3297
Attn: Relationship Manager for Fitz and Floyd Enterprises, LLC

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Name: Evan Zwerman
Title: Vice President

B # 972146 v.2

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

The foregoing instrument was acknowledged before me this 4th day of August, 2009, by STEVEN R. BREAM, the President of Fitz and Floyd Enterprises, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Darlene D. Schneider
Notary Public

DARLENE D. SCHNEIDER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 5, 2013

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of August, 2009, by Evan Zwerman, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

_____
Notary Public

B # 972146 v.2

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of August, 2009, by _____, the President of Fitz and Floyd Enterprises, LLC, a Delaware limited liability company, on behalf of the limited liability company.

_____
Notary Public

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 4th day of August, 2009, by Evan Zwerman, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

Stacey K. Chiu
Notary Public

STACEY CHIU
Notary Public - State of New York
NO. 01CH5069717
Qualified in Queens County
My Commission Expires MAR. 03 2011

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EXHIBIT A

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issue Date

None.

UNITED STATES PATENT APPLICATIONS

Title	Serial Number	Filing Date

None.

FOREIGN ISSUED PATENTS

Title	Country	Patent Number	Issue Date

None.

UNITED STATES PATENT APPLICATIONS

Title	Serial Number	Filing Date

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

UNITED STATES REGISTRATIONS

Mark	Registration Number	Registration Date
EVERYDAY WHITE	3,219,067	March 13, 2007
EVERYDAY WHITE DINNERWARE (and Design)	3,228,937	April 10, 2007
EVERYDAY WHITE PORCELAIN	3,506,710	September 23, 2008
FF	1,070,624	August 2,1977
FF (Design Mark)	1,677,664	March 3, 1992
FITZ AND FLOYD	1,278,990	May 22, 1984
GLASS MENAGERIE	2,882,712	September 7, 2004
GLOBAL MARKET	3,483,388	August 12, 2008
GOURMET BY FITZ AND FLOYD	3,277,029	August 8, 2007
ONE LOOK & YOU KNOW	2,769,121	September 30, 2003
PERENNIALS	2,133,074	January 27, 1998
RICAMO	3,187,366	December 19, 2006
SEASONS	1,852,134	September 6, 1994
SEASONS	2,381,534	August 29, 2000
SNACK THERAPY	2,800,677	December 30, 2003

FOREIGN REGISTRATIONS

Mark	Country	Registration Number	Registration Date
FITZ AND FLOYD	Australia	323,583	October 31, 1978
FITZ AND FLOYD	Australia	368,583	October 31, 1978
FITZ AND FLOYD FF	Australia	372,324	March 3, 1982
FF	Canada	227,430	April 28, 1978
FITZ AND FLOYD	Canada	225,464	January 20, 1978
FF	Benelux	368,559	January 5, 1981
FITZ AND FLOYD	Benelux	368,558	January 5, 1981
FF	France	1,606,613	NA
FITZ AND FLOYD	France	1,606,614	NA
FF FITZ AND FLOYD	Germany	1,030,899	March 16, 1982
FITZ AND FLOYD	Mexico	411,877	NA
FF	Italy	406,809	February 24, 1986
FITZ AND FLOYD	Italy	406,808	February 24, 1986
FITZ AND FLOYD	Italy	981,675	November 3, 2005
FITZ AND FLOYD	Switzerland	310,421	August 17, 1981
FF	United Kingdom	1,450,437	December 13, 1990
FITZ AND FLOYD	United Kingdom	1,450,439	December 13, 1990