

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
KITTRICH CORPORATION		08/11/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	2 North Lake Avenue, Suite 440
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	2998073	PROMARX
Registration Number:	2987335	NO BUGS
Registration Number:	3525644	SHELF MAGIC
Registration Number:	2810711	MAGIC COVER
Registration Number:	3071689	READI-WRITE
Registration Number:	3101447	CON-TACT CRYSTAL CLING
Registration Number:	3268099	BLUE LEAF
Registration Number:	3279847	ECHOLS
Registration Number:	3032044	MEGABOLD
Registration Number:	3173132	S'COOL STUFF
Registration Number:	3363200	PARTY MAGIC
Serial Number:	77776417	VISCO KIDZ
Serial Number:	77776412	VISCO DREAMZZZ
Serial Number:	77584143	ECO

CH \$1465.00 2998073

Serial Number:	77584132	ECO GRIP
Serial Number:	77467970	CAMPUS
Serial Number:	77454379	CON-TACT
Serial Number:	77444331	GRANNY'S FAVORITE
Serial Number:	77444319	DREAMLAND
Serial Number:	77444304	BEST REST
Serial Number:	77219334	CON-TACTBRAND.COM
Serial Number:	77219323	CONTACTBRAND.COM
Registration Number:	3526354	NO BUGS M'LADY
Serial Number:	77173618	CON-TACT
Serial Number:	77173612	CON-TACT
Registration Number:	3483152	MAGIC COVER
Registration Number:	3447927	MAGIC COVER
Serial Number:	77155499	CON-TACT
Serial Number:	77155485	CON-TACT
Registration Number:	3432328	CON-TACT
Registration Number:	3238745	GOODBYE ROACHES!
Serial Number:	77002742	ZIP-N-FIT
Registration Number:	3199200	METAL FX
Registration Number:	3096155	CEDAR EASE
Registration Number:	3325195	WEAVESCAPES
Registration Number:	2510188	FASHION GRIP
Registration Number:	2479958	MAGIC COVER PREMIUM
Registration Number:	2473723	GRIPRITE
Registration Number:	2522024	MAGIC COVER GRIP
Registration Number:	2401497	CON-TACT GRIP LINER
Registration Number:	2332543	IDEAS BY THE ROOMFUL
Registration Number:	2348722	MAGIC COVER EXTRA
Registration Number:	2377388	FROSTY
Registration Number:	2379384	ASHLEY ROBERTS
Registration Number:	2364614	CLEAR COVER
Registration Number:	2476582	ADHESO
Registration Number:	1885998	MAILPAC
Registration Number:	1433930	KITTRICH
Registration Number:	1448439	ADHESO

Registration Number:	1460427	MAILPAC
Registration Number:	0998439	CON-TACT
Registration Number:	0694252	M'LADY
Registration Number:	0658898	CON-TACT
Registration Number:	0642136	CON-TACT
Registration Number:	0630599	CON-TACT
Registration Number:	0627275	CON-TACT
Registration Number:	0632406	MAGIC-COVER
Registration Number:	0615845	CON-TACT

CORRESPONDENCE DATA

Fax Number: (213)680-6499
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-680-6764
Email: kimberli.walker@bingham.com
Correspondent Name: Kimberli Walker
Address Line 1: 355 South Grand Avenue, Suite 4400
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0000341285
NAME OF SUBMITTER:	Kimberli Walker
Signature:	/kimberli walker/
Date:	08/13/2009

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 11th day of August, 2009, between KITTRICH CORPORATION, a California corporation (the "Borrower"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders referred to below (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") among Borrower, the lenders from time to time party thereto (collectively, the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, the Borrower is required to execute and deliver to Agent, for the benefit of the Lenders, 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, the Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Borrower hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of the Borrower'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 the Borrower's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by the Borrower against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the

Obligations and would be owed by the Borrower, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Borrower.

4. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Borrower shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. The Borrower shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting the Borrower's obligations under this Section 5, the Borrower hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of the Borrower. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the


repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

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

BORROWER:

KITTRICH CORPORATION,
a California corporation

By: 
Name: Robert Friedland
Title: President

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

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

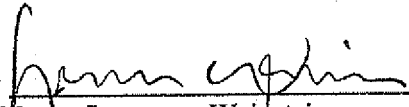
BORROWER:

KITTRICH CORPORATION,
a California corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Lawrence Weinstein
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004043 FRAME: 0681

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS			
MARK	APPLICATION NO. / DATE	REGISTRATION NO. / DATE	STATUS
PROMARX (BLOCK LETTERS)	78-460595 / 08/02/2004	2998073 / 09/20/2005	REGISTERED
NO BUGS (BLOCK LETTERS)	78-353774 / 01/19/2004	2987335 / 08/23/2005	REGISTERED
SHELF MAGIC (BLOCK LETTERS)	78-353779 / 01/19/2004	3525644 / 10/28/2008	REGISTERED
MAGIC COVER (AND DESIGN)	78-225961 / 03/14/2003	2810711 / 02/03/2004	REGISTERED
READI-WRITE	78-193595 / 12/11/2002	3071689 / 03/21/2006	REGISTERED
CON-TACT CRYSTAL CLING	78-192656 / 12/09/2002	3101447 / 06/06/2006	REGISTERED
BLUE LEAF (AND DESIGN)	78-928306 / 07/12/2006	3268099 / 07/24/2007	REGISTERED
ECHOLS (BLOCK LETTERS)	78-927021 / 07/11/2006	3279847 / 08/14/2007	REGISTERED
MEGABOLD (BLOCK LETTERS)	78-506004 / 10/26/2004	3032044 / 12/20/2005	REGISTERED
S'COOL STUFF (BLOCK LETTERS)	78-506276 / 10/26/2004	3173132 / 11/21/2006	REGISTERED
PARTY MAGIC (BLOCK LETTERS)	78-576404 / 02/28/2005	3363200 / 01/01/2008	REGISTERED
VISCO KIDZ (BLOCK LETTERS)	77-776417 / 07/08/2009		PENDING
VISCO DREAMZZZ (BLOCK LETTERS)	77-776412 / 07/08/2009		PENDING
ECO (BLOCK LETTERS)	77-584143 / 10/02/2008		PENDING
ECO GRIP (BLOCK LETTERS)	77-584132 / 10/02/2008		PENDING

U.S. TRADEMARKS			
MARK	APPLICATION NO. / DATE	REGISTRATION NO. / DATE	STATUS
CAMPUS (BLOCK LETTERS)	77-467970 / 05/07/2008		PENDING
CON-TACT (STYLIZED)	77-454379 / 04/22/2008		PENDING
GRANNY'S FAVORITE (BLOCK LETTERS)	77-444331 / 04/09/2008		PENDING
DREAMLAND (BLOCK LETTERS)	77-444319 / 04/09/2008		PENDING
BEST REST (BLOCK LETTERS)	77-444304 / 04/09/2008		PENDING
CON-TACTBRAND.COM (BLOCK LETTERS)	77-219334 / 06/29/2007		PENDING
CONTACTBRAND.COM (BLOCK LETTERS)	77-219323 / 06/29/2007		PENDING
NO BUGS M'LADY (BLOCK LETTERS)	77-200841 / 06/07/2007	3526354 / 11/04/2008	REGISTERED
CON-TACT (BLOCK LETTERS)	77-173618 / 05/04/2007		PENDING
CON-TACT (BLOCK LETTERS)	77-173612 / 05/04/2007		PENDING
MAGIC COVER (AND DESIGN)	77-173574 / 05/04/2007	3483152 / 08/12/2008	REGISTERED
MAGIC COVER (BLOCK LETTERS)	77-173567 / 05/04/2007	3447927 / 06/17/2008	REGISTERED
CON-TACT (BLOCK LETTERS)	77-155499 / 04/12/2007		ABANDONED

U.S. TRADEMARKS			
MARK	APPLICATION NO. / DATE	REGISTRATION NO. / DATE	STATUS
CON-TACT (BLOCK LETTERS)	77-155485 / 04/12/2007		PENDING
CON-TACT (BLOCK LETTERS)	77-152078 / 04/09/2007	3432328 / 05/20/2008	REGISTERED
GOODBYE ROACHES! (BLOCK LETTERS)	77-004730 / 09/21/2006	3238745 / 05/08/2007	REGISTERED
ZIP-N-FIT (BLOCK LETTERS)	77-002742 / 09/19/2006		PENDING
METAL FX (BLOCK LETTERS)	76-586491 / 04/12/2004	3199200 / 01/16/2007	REGISTERED
CEDAR EASE (BLOCK LETTERS)	76-599754 / 06/25/2004	3096155 / 05/23/2006	REGISTERED
WEAVESCAPES (BLOCK LETTERS)	76-609951 / 08/31/2004	3325195 / 10/30/2007	REGISTERED
FASHION GRIP	76-208213 / 02/12/2001	2510188 / 11/20/2001	REGISTERED
MAGIC COVER PREMIUM	76-112715 / 08/21/2000	2479958 / 08/21/2001	REGISTERED
GRIPRITE	76-112040 / 08/21/2000	2473723 / 07/31/2001	REGISTERED
MAGIC COVER GRIP	76-069002 / 06/12/2000	2522024 / 12/25/2001	REGISTERED
CON-TACT GRIP LINER	75-676137 / 04/06/1999	2401497 / 11/07/2000	REGISTERED
IDEAS BY THE ROOMFUL	75-687506 / 04/21/1999	2332543 / 03/21/2000	REGISTERED
MAGIC COVER EXTRA	75-752475 / 07/16/1999	2348722 / 05/09/2000	REGISTERED
FROSTY	75-759955 / 07/26/1999	2377388 / 08/15/2000	REGISTERED
ASHLEY ROBERTS	75-786868 / 08/27/1999	2379384 / 08/22/2000	REGISTERED
CLEAR COVER	75-792388 / 09/03/1999	2364614 / 07/04/2000	REGISTERED

U.S. TRADEMARKS			
MARK	APPLICATION NO. / DATE	REGISTRATION NO. / DATE	STATUS
ADHESO	75-831726 / 10/26/1999	2476582 / 08/07/2001	REGISTERED
MAILPAC	74-440439 / 09/27/1993	1885998 / 03/28/1995	REGISTERED (RENEWED)
KITTRICH	73-614933 / 08/15/1986	1433930 / 03/24/1987	REGISTERED (RENEWED)
ADHESO	73-629156 / 11/07/1986	1448439 / 07/21/1987	REGISTERED (RENEWED)
MAILPAC	73-557462 / 09/09/1985	1460427 / 10/06/1987	REGISTERED (RENEWED)
CON-TACT	73-004205 / 10/23/1973	998439 / 11/19/1974	REGISTERED (RENEWED)
M'LADY (STYLIZED)	72-056180 / 07/28/1958	694252 / 03/08/1960	REGISTERED (RENEWED)
CON-TACT (STYLIZED)	72-026132 / 03/13/1957	658898 / 02/25/1958	REGISTERED (RENEWED)
CON-TACT	72-013886 / 08/13/1956	642136 / 02/26/1957	REGISTERED (RENEWED)
CON-TACT	71-699344 / 12/02/1955	630599 / 07/10/1956	REGISTERED (RENEWED)
CON-TACT (STYLIZED)	71-688978 / 06/06/1955	627275 / 05/22/1956	REGISTERED (RENEWED)
MAGIC-COVER (STYLIZED)	71-688725 / 06/02/1955	632406 / 08/07/1956	REGISTERED (RENEWED)
CON-TACT (STYLIZED)	71-670713 / 07/27/1954	615845 / 11/08/1955	REGISTERED (RENEWED)