

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
AAMP of Florida, Inc.		09/03/2009	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
Internal Address:	6th Floor		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-5201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1475721	PHOENIX GOLD	
Registration Number:	2298667	PG PHOENIX GOLD	
Registration Number:	3138925	RYVAL	
Registration Number:	3138926	RYVAL DESIGNS	
Serial Number:	78909078	PHOENIX GOLD	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		

OP \$140.00 1475721

ATTORNEY DOCKET NUMBER:	025646-0371
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	09/04/2009
Total Attachments: 7 source=AAMP Trademark Security Agreement#page1.tif source=AAMP Trademark Security Agreement#page2.tif source=AAMP Trademark Security Agreement#page3.tif source=AAMP Trademark Security Agreement#page4.tif source=AAMP Trademark Security Agreement#page5.tif source=AAMP Trademark Security Agreement#page6.tif source=AAMP Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 3, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 16, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated November 16, 2006 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

AAMP OF FLORIDA, INC.,
as Grantor

By: 

Name: *Donald G. Bramley*
Title: *Vice President*

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004057 FRAME: 0031

ACKNOWLEDGMENT OF GRANTOR

State of Massachusetts)
) ss.
County of Suffolk)

On this 26th day of August, 2009 before me personally appeared _____
Donald G. Bramley, proved to me on the basis of satisfactory evidence to be the
person who executed the foregoing instrument on behalf of AAMP of Florida, Inc., who being by
me duly sworn did depose and say that he is an authorized officer of said corporation, that the
said instrument was signed on behalf of said corporation as authorized by its Board of Directors
and that he acknowledged said instrument to be the free act and deed of said corporation.

Lori A. Cardarelli
Notary Public Lori A. Cardarelli
November 8, 2013

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Registered Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Class</u>	<u>Status</u>	<u>App./Reg. No.</u>
AAMP of Florida, Inc.	Phoenix Gold	Federal TM	9	Registered	1475721
AAMP of Florida, Inc.	Phoenix Gold (stylized)	Federal TM	9	Registered	2298667
AAMP of Florida, Inc.	Phoenix Gold	Federal TM	9	Pending	78/909,078
AAMP of Florida, Inc.	Ryval	Federal TM	9	Registered	3138925
AAMP of Florida, Inc.	Ryval Designs	Federal TM	9	Registered	3138926
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (Australia)	9	Registered	645209
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (Benelux)	9	Registered	563237
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (Canada)	NA	Registered	341728
AAMP of Florida, Inc.	Phoenix Gold (stylized)	Foreign TM (China)	9	Registered	1048297
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (China)	9	Pending	4798497
AAMP of Florida, Inc.	Phoenix Gold (stylized)	Foreign TM (China)	9	Pending (has been rejected)	4798498
AAMP of Florida, Inc.	Phoenix Gold (stylized)	Foreign TM (China)	9	Pending (has been rejected)	4798459
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (European Union)	9	Registered	38810
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (Germany)	9	Registered	2071880
AAMP of Florida, Inc.	Phoenix Gold (stylized)	Foreign TM (Germany)	9	Registered	1190297
AAMP of Florida, Inc.	Phoenix Gold (stylized)	Foreign TM (Hong Kong)	9	Registered	300231768
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (Italy)	9	Registered	1049403
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (Japan)	9	Registered (expired)	4228727
AAMP of Florida, Inc.	Phoenix Gold (stylized)	Foreign TM (Japan)	9	Registered (expired)	4228728
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (Korea)	9	Registered	443647
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (Madrid covering: Belarus, Bulgaria, China,	9	Registered	913755

<u>Registered Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Class</u>	<u>Status</u>	<u>App./Reg. No.</u>
		Norway and Ukraine)			
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (Malaysia)	9	Registered	93002561
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (New Zealand)	9	Registered	242792
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (Russia)	9	Pending	2006735364
AAMP of Florida, Inc.	Phoenix Gold (stylized)	Foreign TM (Russia)	9	Registered	310615
AAMP of Florida, Inc.	Phoenix Gold (stylized)	Foreign TM (Russia)	9	Registered	317668
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (Switzerland)	9	Registered	453486
AAMP of Florida, Inc.	Phoenix Gold (stylized)	Foreign TM (Taiwan)	9	Registered	01026683
AAMP of Florida, Inc.	Phoenix Gold (stylized)	Foreign TM (Taiwan)	9	Registered	01026682
AAMP of Florida, Inc.	Phoenix Gold (stylized)	Foreign TM (Taiwan)	9	Registered	00546053
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (Thailand)	9	Registered	75527
AAMP of Florida, Inc.	Phoenix Gold	Foreign TM (United Kingdom)	9	Registered	1528348
AAMP of Florida, Inc.	Ryval	Foreign TM (Madrid covering Russia)	9	Registered	915167