

**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
LHI Enterprises, Inc.		10/13/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Sun Lang Finance, LLC
Street Address:	5200 Town Center Circle
Internal Address:	Suite 600
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	3223080	JOURNALS FOR LIFE
Registration Number:	3223043	JOURNAL PLUS
Registration Number:	3223001	LISTMAKER
Registration Number:	3574356	PLAN - IT
Registration Number:	3022827	AVALANCHE PUBLISHING
Registration Number:	3022826	NOTE NOOK
Registration Number:	3108495	FILE · IT
Registration Number:	2885518	GIRL THING
Registration Number:	3155419	MOM'S PLAN-IT
Registration Number:	3209531	LANG
Registration Number:	2878494	BOB'S BOXES
Registration Number:	2953180	AUGUST MOON
Registration Number:	2711308	DOOR COUNTY CANDLE CO.

CH \$590.00 3223080

**900145701**

**TRADEMARK  
 REEL: 004081 FRAME: 0271**

Registration Number:	3197642	SHREDDED WORDZ
Registration Number:	3613616	WELLS STREET BY LANG
Registration Number:	3610096	WELLS STREET
Registration Number:	3644895	TL TURNER LICENSING
Registration Number:	3644894	TURNER LICENSING
Registration Number:	3146620	BLOOMIN' BUDDIES
Registration Number:	2920421	LANG
Registration Number:	2978498	AUGUST MOON
Serial Number:	77771305	SCOREBOARD PUBLISHING
Serial Number:	77771259	SUN RIVER PUBLICATIONS

**CORRESPONDENCE DATA**

Fax Number: (312)862-2200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-862-2000  
Email: dgasiorowski@kirkland.com  
Correspondent Name: Kirkland & Ellis LLP  
Address Line 1: 300 North LaSalle  
Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.  
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	10724-3 DRG
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/Donna Gasiorowski/
Date:	10/20/2009

**Total Attachments: 7**  
source=TM security interest 10-13-09 LHI to Sun Lang Finance#page1.tif  
source=TM security interest 10-13-09 LHI to Sun Lang Finance#page2.tif  
source=TM security interest 10-13-09 LHI to Sun Lang Finance#page3.tif  
source=TM security interest 10-13-09 LHI to Sun Lang Finance#page4.tif  
source=TM security interest 10-13-09 LHI to Sun Lang Finance#page5.tif  
source=TM security interest 10-13-09 LHI to Sun Lang Finance#page6.tif  
source=TM security interest 10-13-09 LHI to Sun Lang Finance#page7.tif

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") dated October 13, 2009, between LHI Enterprises, Inc. (the "*Grantor*") and Sun Lang Finance, LLC, as collateral agent (the "*Collateral Agent*") for the Secured Parties.

WHEREAS, Grantor has entered into a Senior Bridge Loan Agreement dated as of October 13, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Sun Lang Finance, LLC, as Administrative Agent and Collateral Agent, the Grantors party thereto, and the lenders party thereto from time to time. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated October 13, 2009 among the Grantors party thereto and the Collateral Agent (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the prompt and complete payment and performance when due of all of its Secured Obligations, Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in and to the following, except to the extent any applicable law or regulation prohibits the creation of a security interest therein or would otherwise invalidate Grantor's right, title or interest therein (the "*Trademark Collateral*"):

- (i) all Trademarks, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;
- (ii) all extensions and renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

- (iii) all claims for damages and injunctive relief for past, present and future infringement, dilution, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (iv) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to or arising from any of the foregoing.

SECTION 2. Supplement to Trademark Security Agreement. Grantor shall execute and deliver to the Collateral Agent Supplements to Trademark Security Agreement in the form of Attachment 1 hereto in accordance with Section 12(c) of the Security Agreement.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademark Collateral by Grantor under this Trademark Security Agreement secures the payment of all Obligations of Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 6. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

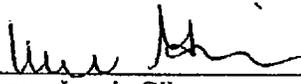
SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

**LHI ENTERPRISES, INC.**

by



Name: Laurie Gilner

Title: Chief Executive Officer, President & Secretary

**SUN LANG FINANCE, LLC, as Collateral Agent,**

by



Name: Mark Hajduch

Title: Vice President and Asst. Secretary

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

**LHI ENTERPRISES, INC.**

by

\_\_\_\_\_  
Name: Laurie Gilner  
Title: Chief Executive Officer, President &  
Secretary

**SUN LANG FINANCE, LLC, as Collateral Agent,**

by

  
\_\_\_\_\_  
Name: Mark Hasduch  
Title: Vice President and Asst. Secretary

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
JOURNALS FOR LIFE®	3223080	3/27/2007
JOURNAL PLUS®	3223043	3/27/2007
LISTMAKER®	3223001	3/27/2007
PLAN - IT®	3574356	2/17/2009
AVALANCHE PUBLISHING®	3022827	12/6/2005
NOTE NOOK®	3022826	12/6/2005
FILE IT®	3108495	6/27/2006
GIRL THING®	2885518	9/21/2004
MOM'S PLAN-IT®	3155419	10/17/2006
LANG AND DESIGN®	3209531	2/13/2007
BOB'S BOXES®	2878494	8/31/2004
AUGUST MOON®	2953180	5/17/2005
DOOR COUNTY CANDLE CO. ®	2711308	4/29/2003
SHREDDED WORDZ®	3197642	1/9/2007
WELLS STREET BY LANG®	3613616	4/28/2009
WELLS STREET®	3610096	4/21/2009
TL TURNER LICENSING®	3644895	6/23/2009
TURNER LICENSING®	3644894	6/23/2009
BLOOMIN' BUDDIES®	3146620	9/19/2006
LANG®	2920421	1/25/2005
AUGUST MOON & DESIGN®	2978498	7/26/2005

**U.S. TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
SCOREBOARD PUBLISHING	77771305	6/30/2009
SUN RIVER PUBLICATIONS	77771259	6/30/2009

**STATE TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>State</u>
THE LANG COMPANIES™	5601111	1/3/1996	Wisconsin