

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
Raggs LLC		11/09/2009	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	301 S. College St.		
Internal Address:	Mailcode NC0760		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3566078	RAGGS RAZZLES PIDO TRILBY B. MAX	
Serial Number:	77715807	THUMPADOO	
CORRESPONDENCE DATA			
Fax Number:	(704)339-3476		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-377-8176		
Email:	lperes@rbh.com		
Correspondent Name:	Laura A. Peres		
Address Line 1:	101 N. Tryon St.		
Address Line 2:	Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
ATTORNEY DOCKET NUMBER:	20696.00022		
NAME OF SUBMITTER:	Laura A. Peres		

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TRADEMARK
REEL: 004092 FRAME: 0956

Signature:	/Laura A. Peres/
Date:	11/09/2009
Total Attachments: 2 source=Raggs LLC - Grant of Security Interest in TMs#page1.tif source=Raggs LLC - Grant of Security Interest in TMs#page2.tif	

**GRANT OF SECURITY INTEREST
IN TRADEMARKS**

WHEREAS, RAGGS LLC (the "Pledgor") is the owner of the trademark registrations and applications in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademark registrations and applications collectively, the "Trademarks"); and

WHEREAS, the Pledgor has entered into a Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of February 14, 2007, in which the Pledgor has agreed with **WACHOVIA BANK, NATIONAL ASSOCIATION** as Administrative Agent (the "Administrative Agent"), with offices in Charlotte, North Carolina, to execute this Grant of Security Interest;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Administrative Agent a security interest in all its right, title and interest in and to the Trademarks, and the use thereof, together with all proceeds and products thereof and the goodwill of the business symbolized by the Trademarks. This Security Grant has been given in conjunction with the interest granted to the Administrative Agent under the Security Agreement, and the provisions of this Security Grant are without prejudice and in addition to the Security Agreement, which are incorporated herein by this reference.

DATED this 9th day of November, 2009.

**RAGGS LLC, a North Carolina
Limited Liability Company**

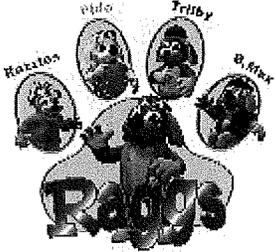
By: Stedman

Title: President

Date: 11/9/09

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Mark	Registration No.	Country	Reg. Date
Raggs LLC		3566078	USA	1/20/09
Raggs LLC	THUMPADOO	77715807	USA	4/16/09