

EXHIBIT A
TO
SUPPLEMENTAL TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>
Pure Expressions	2,992,837

SUPPLEMENTAL TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated December ~~22~~ 2009, is by and between Crimzon Rose International, LLC, a Rhode Island limited liability company ("Debtor"), with its chief executive office at 4 Warren Avenue, North Providence, Rhode Island 02911, and Wachovia Capital Finance Corporation (New England), a Massachusetts corporation ("Secured Party"), having an office at One Post Office Square, Boston, Massachusetts 02109.

W I T N E S S E T H :

WHEREAS, Secured Party has entered into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated July 7, 2009, by and between Secured Party and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, pursuant to the Trademark Collateral Assignment and Security Agreement, dated July 7, 2009, by and between Debtor and Secured Party (the "Existing Trademark Agreement"), Debtor granted to Secured Party a valid first priority security interest in all of Debtor's then existing or thereafter acquired trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and all other Collateral, including, but not limited to, all of the foregoing described in Exhibit A to the Existing Trademark Agreement;

WHEREAS, Debtor, in addition to being the owner of the entire right, title and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs and applications therefor described in Exhibit A to the Existing Trademark Agreement, has also adopted, used and is using, and is also the owner of the entire right, title, and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs and applications therefor described in Exhibit A hereto and made a part hereof (collectively, the "New Trademarks");

WHEREAS, in order to induce Secured Party to continue to make loans and advances and provide other financial accommodations to Debtor pursuant to the Financing Agreements, Debtor hereby acknowledges and reaffirms the security interests

heretofore granted by Debtor to Secured Party pursuant to the Existing Trademark Agreement and, as a supplement thereto has agreed to confirm the grant to Secured Party of certain collateral security as set forth herein.

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

1. Grant of Security Interest.

(a) In addition, and not in limitation, of the security interests and other interests granted to Secured Party pursuant to the Existing Trademark Agreement, as collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Loan Agreement), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment, and hereby confirms, reaffirms and restates the prior grant thereof to Secured Party pursuant to the Existing Trademark Agreement, of the following (being collectively referred to herein as the "Collateral"): (i) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (A) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (B) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (iii) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (iv) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (v) the right to sue for past, present and future infringements thereof; (vi) all rights corresponding thereto throughout the world; and (vii) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

(b) The foregoing is to confirm and restate the grant to Secured Party of the security interest in and general lien upon, and collateral assignment of, the New Trademarks and related assets as described above (collectively, together with the New Trademarks, the "Additional Collateral").

2. Obligations Secured. The security interest, lien and other interests granted and confirmed, reaffirmed and restated pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. Representations, Warranties and Covenants. Each of the representations, warranties and covenants set forth in the Existing Trademark Agreement are deemed to be restated herein and a part hereof and shall apply to the Additional Collateral granted herein with the same force and effect as the Trademarks and other assets constituting Collateral described in the Existing Trademark Agreement.

4. Exhibits. Exhibit A to the Existing Trademark Agreement is hereby amended to include the information set forth on Exhibit A hereto and the Trademarks listed on Exhibit A hereto are deemed to be included within the definition of Trademarks set forth in the Existing Trademark Agreement.

5. Special Power of Attorney. Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder upon the occurrence of an Event of Default (as defined in the Loan Agreement) and for so long as same is continuing.

6. Miscellaneous.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising hereunder, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Massachusetts, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Massachusetts.

(b) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(c) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(d) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each of Debtor and Secured Party. Secured Party has not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such

waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(e) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CRIMZON ROSE INTERNATIONAL,
LLC

By: Crimzon Rose Holdings, Inc., its sole member

By: 
Steven J. O'Neil
Chief Financial Officer

WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND)

By: 
Margaret A. Byrne
Title: Director

STATE OF RHODE ISLAND)
) ss.
COUNTY OF PROVIDENCE)

On this 22nd day of December 2009, before me personally came Steven J. O'Neil, to me known, who being duly sworn, did depose and say, that he is the chief financial officer of Crimzon Rose Holdings, Inc., the sole member of Crimzon Rose International, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the sole member of said limited liability company.

(Handwritten signature)
Notary Public
(Krishna Tucker)
My commission Expires: April 8, 2012

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2009, before me personally came _____, to me known, who, being duly sworn, did depose and say, that he is the _____ of Wachovia Capital Finance Corporation (New England), the entity described in and which executed the foregoing instrument; and that he/she signed his or her name thereto by order of the Board of Directors of said entity.

Notary Public

EXHIBIT B
TO
SUPPLEMENTAL TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that CRIMZON ROSE INTERNATIONAL, LLC, a Rhode Island limited liability company (“Debtor”), having an office at 4 Warren Avenue, North Providence, Rhode Island 02911, hereby appoints and constitutes, severally, Wachovia Capital Finance Corporation (New England) (“Secured Party”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Supplemental Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: _____, 2009

CRIMZON ROSE INTERNATIONAL,
LLC

By: Crimzon Rose Holdings, Inc., its sole
member

By: _____

Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of _____ 2009, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of CRIMZON ROSE INTERNATIONAL, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of said limited liability company.

Notary Public