TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Substitution of Collateral Agent in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce, as existing Collateral Agent		07/02/2009	a bank under the Bank Act: CANADA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as successor Collateral Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2448437	AROMAE
Registration Number:	1996168	CAMBRIA & TAYLOR
Registration Number:	2272086	D'MUIR
Registration Number:	2304271	FOR YOU. FOR THE EARTH.
Registration Number:	1701293	FRESH 'N' MINTY
Registration Number:	2354021	INNOVATIVE AMENITY SOLUTIONS
Registration Number:	1954582	LORD & MAYFAIR
Registration Number:	1659351	LORD & MAYFAIR
Registration Number:	1819633	
Registration Number:	2168558	PROTERRA
Registration Number:	2340436	
Registration Number:	1898492	SUN & SAND
Serial Number:	78436236	SERENE ELEMENTS

CH $365.00 2448437

Serial Number:	76190269	GLAMOUR-PAK

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	20607-30580
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	02/20/2010

Total Attachments: 4

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NOTICE OF SUBSTITUTION OF COLLATERAL AGENT IN TRADEMARKS

This **NOTICE OF SUBSTITUTION OF COLLATERAL AGENT IN TRADEMARKS** (this "Notice") is executed as of July 2, 2009 (the "Effective Date"), by and among CANADIAN IMPERIAL BANK OF COMMERCE, the existing collateral agent (the "Existing Collateral Agent") under the Credit Agreement, and GENERAL ELECTRIC CAPITAL CORPORATION, as the successor collateral agent under the Credit Agreement pursuant to the Instrument of Resignation and Appointment referred to below (in such capacity, together with its successors and assigns, if any, in such capacity, the "Collateral Agent").

W I T N E S S E T H

WHEREAS, Marietta Corporation, a New York corporation (the "Pledgor") and the Existing Collateral Agent have entered into that certain Security Agreement, dated as of December 17, 2004, among the Pledgor, Marietta Intermediate Holding Corporation, a Delaware corporation, and the Guarantors party thereto in favor of the Existing Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Security Agreement).

WHEREAS, the Pledgor and the Existing Collateral Agent have entered into that certain Trademark Security Agreement dated as of December 17, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Trademark Security Agreement").

WHEREAS, the Existing Collateral Agent and Collateral Agent have entered into that certain Instrument of Resignation and Appointment, dated as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the "Instrument of Resignation and Appointment").

WHEREAS, the Existing Collateral Agent is executing this Notice for the purpose of giving notice of the transfer of its right, title, and interest in the Pledged Collateral to the Collateral Agent pursuant to the Instrument of Resignation and Appointment.

NOW, THEREFORE, the Existing Collateral Agent hereby gives notice that it has transferred and conveyed to the Collateral Agent as set forth in the Instrument of Resignation and Appointment all of its right, title and interest, in and to the Pledged Collateral related to the Trademarks, described on Schedule A attached hereto.

Execution in Counterparts. This Notice may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Notice by facsimile shall be effective as delivery of a manually executed counterpart of this Notice.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Existing Collateral Agent has caused this Notice to be duly executed by its duly authorized officer or representative as of the day and year first above written.

CANADIAN IMPERIAL BANK OF COMMERCE, as Existing Collateral Agent

By: _____

Name: Charles D. Mulkeen
Title: Authorized Signatory

Signature Page to
Notice of Substitution of Collateral Agent in Trademarks
(Marietta Corporation)

GENERAL ELECTRIC CAPITAL CORPORATION, as successor Collateral Agent

By: _____
Duly Authorized Signatory

Signature Page to
Notice of Substitution of Collateral Agent in Trademarks
(Marietta Corporation)

Schedule A
to
Notice Of Substitution Of Collateral Agent In Trademarks

MARK	REG. NO.
AROMAE	2448437
CAMBRIA & TAYLOR	1998168
D'MUIR	2272086
FOR YOU, FOR THE EARTH	2304271
FRESH 'N' MINTY	1701293
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LORD & MAYFAIR	1954582
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PROTERRA & DESIGN	2340436
SUN & SAND	1898492
NATURA	(proposed TM)
SERENE ELEMENTS	78/436236
GLAMOUR-PAK	76/190269