

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement pursuant to Senior Subordinated Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Perfect Timing, Inc.	FORMERLY LHI Enterprises, Inc.	02/22/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Sun Perfect Timing Finance, LLC, as agent,
Street Address:	5200 Town Center Circle
Internal Address:	c/o Sun Capital Partners, Inc., Suite 600
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

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 \$690.00 3223080

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
Serial Number:	77294797	TURNER LICENSING
Serial Number:	77294905	TL TURNER LICENSING
Serial Number:	77918163	PERFECT TIMING
Serial Number:	77918185	PERFECT TIMING

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 Street
Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	10724-2 DRG
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/Donna Gasiorowski/
Date:	02/24/2010

Total Attachments: 7

source=second priority trademark security agmt - perfect timing refinancing - 2-22-10#page1.tif
source=second priority trademark security agmt - perfect timing refinancing - 2-22-10#page2.tif
source=second priority trademark security agmt - perfect timing refinancing - 2-22-10#page3.tif
source=second priority trademark security agmt - perfect timing refinancing - 2-22-10#page4.tif
source=second priority trademark security agmt - perfect timing refinancing - 2-22-10#page5.tif
source=second priority trademark security agmt - perfect timing refinancing - 2-22-10#page6.tif
source=second priority trademark security agmt - perfect timing refinancing - 2-22-10#page7.tif

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THE SUBORDINATION AGREEMENT DESCRIBED IN SECTION 7 HEREOF.

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 22nd day of February, 2010, by PERFECT TIMING, INC. (f/k/a LHI Enterprises, Inc.) ("Grantor"), in favor of SUN PERFECT TIMING FINANCE, LLC ("Sun PT"), in its capacity as administrative and collateral agent for the Second Priority Subordinated Lenders (together with its successors and assigns in such capacity, "Second Priority Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Subordinated Security Agreement dated as of February 22, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Senior Subordinated Security Agreement") among Grantor, Second Priority Subordinated Lenders, Second Priority Agent and certain other entities and that certain Subordination Agreement dated as of February 22, 2010 among Grantor, Second Priority Agent and certain other entities, the Second Priority Subordinated Lenders agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Senior Subordinated Security Agreement, Grantor is required to execute and deliver to Second Priority Agent, for the benefit of the Second Priority Subordinated Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Second Priority Agent hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Senior Subordinated Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt payment and performance to the Secured Parties of the Obligations, Grantor hereby grants to Second Priority Agent, for the benefit of the Second Priority Subordinated Lenders, a continuing second priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of the trademarks, trademark applications, service marks and trade names that are owned by Grantor and constitute Collateral and associated goodwill (collectively, "Trademarks"), including those U.S. trademark registrations and U.S. trademark applications referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark.

3. SENIOR SUBORDINATED SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Second Priority Agent, for the benefit of the Second Priority Subordinated Lenders, pursuant to the Senior Subordinated Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Second Priority Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Senior Subordinated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain ownership of any new Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Second Priority Agent with respect to any new U.S. trademark registrations or U.S. trademark applications included in such new Trademarks. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Second Priority Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademark registrations or U.S. trademark applications owned by Grantor (to the extent provided in the Senior Subordinated Security Agreement). Except as expressly permitted by the immediately preceding sentence, Second Priority Agent may not unilaterally modify this Trademark Security Agreement and neither this Trademark Security Agreement nor any portion or provisions hereof may be modified or amended in any manner other than by an agreement in writing, signed by Grantor and Second Priority Agent. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Second Priority Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations,

amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein).

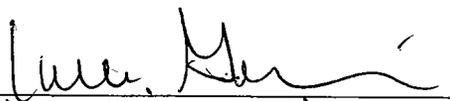
7. EFFECT OF SUBORDINATION AGREEMENT. This Trademark Security Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement (the "Subordination Agreement"), dated as of the date hereof, by and among Grantor, LHI Intermediate Holding Corp., LHI Lang Holding Corp., PNC Bank, National Association, in its capacity as agent for the Senior Lenders (as defined therein), Second Priority Agent, and Sun PT, in its capacity as agent for the Third Priority Subordinated Lenders (as defined therein), to the indebtedness and other obligations owed by Grantor pursuant to that certain Revolving Credit and Security Agreement (the "Senior Credit Agreement"), dated as of the date hereof, by and among Grantor, the Senior Agent and the lenders from time to time party thereto and related agreements, instruments and documents, as such Senior Credit Agreement and related agreements, instruments and documents may be amended, restated, supplemented or otherwise modified from time to time, in each case to the extent permitted by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

PERFECT TIMING, INC.,
a Delaware corporation

By: 
Name: LAURIE GILNER
Title: PRESIDENT

SECOND PRIORITY AGENT:

SUN PERFECT TIMING FINANCE, LLC,
as Second Priority Agent

By: 
Name: Melissa Klaffer
Title: Vice President and Asst. Treasurer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
U.S. Trademark Registrations and Applications

Description of Trademark	Application/ Registration Number	Application/ Registration Date
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

SCOREBOARD PUBLISHING	77771305	6/30/2009
SUN RIVER PUBLICATIONS	77771259	6/30/2009
TURNER LICENSING	77294797	10/3/2007
TL TURNER LICENSING	77294905	10/3/2007
PERFECT TIMING	77/918163	1/22/2010
PERFECT TIMING	77/918185	1/22/2010

A/73271267.4

RECORDED: 02/24/2010

**TRADEMARK
REEL: 004155 FRAME: 0212**