

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SUPPLEMENT TO THE TRADEMARK SECURITY AGREEMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Reveille Two, LLC</td> <td></td> <td>02/10/2010</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> <tr> <td>Reveille LLC</td> <td></td> <td>02/10/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Reveille Two, LLC		02/10/2010	LIMITED LIABILITY COMPANY: CALIFORNIA	Reveille LLC		02/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
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Reveille Two, LLC		02/10/2010	LIMITED LIABILITY COMPANY: CALIFORNIA										
Reveille LLC		02/10/2010	LIMITED LIABILITY COMPANY: DELAWARE										
RECEIVING PARTY DATA													
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent												
Street Address:	270 Park Avenue												
City:	New York												
State/Country:	NEW YORK												
Postal Code:	10017												
Entity Type:	National Association: UNITED STATES												
PROPERTY NUMBERS Total: 2													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3636033</td> <td>MY DAD IS BETTER THAN YOUR DAD</td> </tr> <tr> <td>Registration Number:</td> <td>3624682</td> <td>THE BIGGEST LOSER</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Registration Number:	3636033	MY DAD IS BETTER THAN YOUR DAD	Registration Number:	3624682	THE BIGGEST LOSER			
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Registration Number:	3636033	MY DAD IS BETTER THAN YOUR DAD											
Registration Number:	3624682	THE BIGGEST LOSER											
CORRESPONDENCE DATA													
Fax Number:	(202)739-3001												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	202-739-5950												
Email:	ateixeira@morganlewis.com, trademarks@morganlewis.com												
Correspondent Name:	Antonio Cesar Teixeira												
Address Line 1:	1111 Pennsylvania Avenue, NW												
Address Line 2:	Attention: TMSU												
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004												
ATTORNEY DOCKET NUMBER:	066397-0389												
NAME OF SUBMITTER:	Antonio C. Teixeira, Paralegal												

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TRADEMARK
REEL: 004178 FRAME: 0362

Signature:	/Antonio Teixeira/
Date:	04/01/2010
Total Attachments: 4 source=Supplement to the Trademark Security Agreement#page1.tif source=Supplement to the Trademark Security Agreement#page2.tif source=Supplement to the Trademark Security Agreement#page3.tif source=Supplement to the Trademark Security Agreement#page4.tif	

SUPPLEMENT
TO THE TRADEMARK SECURITY AGREEMENT
DATED AS OF APRIL 20, 2009

WHEREAS, pursuant to the terms of that certain Credit and Guaranty Agreement dated as of February 13, 2008 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among Shine Limited, as Borrower (the "Borrower"), Revielle LLC, Reveille Two, LLC and the other guarantors referred to therein (the "Guarantors", and together with the Borrower, the "Credit Parties"), the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") and as Issuing Bank, and J.P. Morgan Europe Limited, as Sterling Agent, the Lenders have agreed to make loans to, and participate in Letters of Credit issued for the account of, the Borrower;

WHEREAS, pursuant to the terms of the Security Agreement dated as of February 13, 2008 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement") between the Credit Parties and the Administrative Agent, the Credit Parties have granted to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders) a security interest in all personal property of the Credit Parties whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Credit Parties in, to and under any copyright or copyright license, whether now existing or hereafter arising, acquired or created, and all proceeds thereof or income therefrom, to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, certain of the Credit Parties are a party to a Trademark Security Agreement dated as of February 13, 2008 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which each such Credit Party (each, a "Pledgor", and collectively, the "Pledgors") has granted to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent and the Lenders) a security interest in and to all personal property of the Pledgors, including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks (as defined below) and Trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action that exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations, all as more fully set forth in the Trademark Security Agreement;

WHEREAS, the Pledgors have registered or otherwise adopted or acquired additional Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or

hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) and Trademark licenses since the date of execution of the Trademark Security Agreement and the most recent Supplement thereto and hold certain additional Trademarks and Trademark licenses;

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect (i) all Trademarks registered, adopted or acquired by the Pledgors since the date of execution of the Trademark Security Agreement and the most recent Supplement thereto or (ii) all the Trademarks and Trademark licenses held by the Pledgors;

THEREFORE,

A. Each of the Pledgors does hereby grant to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders), all personal property of the Pledgors, including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses being added to Schedule A to the Trademark Security Agreement pursuant to paragraph B below, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action that exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations, all as more fully set forth in the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A thereof so as to reflect all of the Trademarks and Trademark licenses in and to which any Pledgor has granted a security interest to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders) pursuant to the terms of the Trademark Security Agreement and the Security Agreement.

The following Trademarks and Trademark licenses are hereby added to Schedule A to the Trademark Security Agreement:

Trademark	App Number/ Reg Number	App Date/ Reg Date
MY DAD IS BETTER THAN YOUR DAD Country: United States Classes: 41 Int.	Registered 77/283 809	9 June 2009
THE BIGGEST LOSER Country: United States Classes: 25 Int.	Registered 78/617393	19 May 2009

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by any Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by any Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.


**THIS TRADEMARK SECURITY AGREEMENT SHALL BE
CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE
STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF
LAWS.**

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of this 10 day of February, 2010.

PLEDGORS:

**REVEILLE TWO, LLC
REVEILLE LLC**

By: 
Name: Lee Rierson
Title: Manager