

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
Taylor-Wharton International LLC		06/15/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-5201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2197016	TAYLOR-WHARTON	
Registration Number:	1239170	TW	
Registration Number:	0307759	TW	
Serial Number:	85027249	NOVO	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda R. Kastner		

OP \$115.00 2197016

900164962

TRADEMARK
REEL: 004227 FRAME: 0046

Signature:	/lk/
Date:	06/17/2010
Total Attachments: 6 source=Amended and Restated TSA Term B - TWI#page1.tif source=Amended and Restated TSA Term B - TWI#page2.tif source=Amended and Restated TSA Term B - TWI#page3.tif source=Amended and Restated TSA Term B - TWI#page4.tif source=Amended and Restated TSA Term B - TWI#page5.tif source=Amended and Restated TSA Term B - TWI#page6.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (TERM B)

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (TERM B), dated as of June 15, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as collateral agent for the Secured Parties referred to in the Guaranty and Security Agreement (as defined below) (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, TWI as Borrower Representative, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as agent for the Lenders and the L/C Issuers, the Term B Lenders, the other Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Amended and Restated Guaranty and Security Agreement (Term B) of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined therein) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Amended and Restated Trademark Security Agreement (Term B);

WHEREAS, Grantor previously executed that certain Trademark Security Agreement, dated as of December 7, 2007 (the "Prior Trademark Security Agreement");

WHEREAS, the parties hereto desire to amend and restate the Prior Trademark Security Agreement on the terms set forth herein and agree that (i) this Amended and Restated Trademark Security Agreement (Term B) amends and restates the Prior Trademark Security Agreement in its entirety and secures only Term Loan B, and (ii) a second Amended and Restated Trademark Security Agreement (Revolver and Term A) dated as of the date hereof by and from Grantor to Agent amends and restates the Prior Trademark Security Agreement in its entirety and secures only the Revolving Loan and Term Loan A; and

NOW, THEREFORE, in consideration of the premises and to induce the Term B Lenders and the Agent to enter into the Credit Agreement and to induce the Term B Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement (Term B) is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Amended and Restated Trademark Security Agreement (Term B) may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

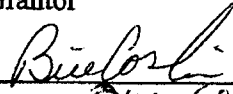
Section 6. Governing Law. This Amended and Restated Trademark Security Agreement (Term B) and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Trademark Security Agreement (Term B) to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

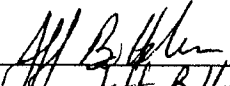
TAYLOR-WHARTON
INTERNATIONAL LLC,
as Grantor

By: 
Name: BILL CORBIN, CEO

[Signature Page to Amended and Restated
Trademark Security Agreement - Taylor-Wharton International LLC
(Term B)]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: J. H. Butler
Title: Its Duly Authorized Signatory

[Signature Page to Amended and Restated
Trademark Security Agreement - Taylor-Wharton International LLC
(Term B)]

Schedule I

Taylor-Wharton International LLC - Trademarks

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
Taylor-Wharton International LLC	TW LOGO	AUSTRALIA	568221	A568221	11/27/1991	02/17/1995
Taylor-Wharton International LLC	TAYLOR-WHARTON	AUSTRALIA	568220	A568220	11/27/1991	07/14/1994
Taylor-Wharton International LLC	TAYLOR-WHARTON	UNITED STATES	75/190,755	2,197,016	10/31/1996	10/20/1998
Taylor-Wharton International LLC	TW LOGO	INDONESIA	312448	IDM000053751	02/08/1992	02/08/1992
Taylor-Wharton International LLC	TAYLOR-WHARTON	INDONESIA	311843	IDM000053923	02/08/1992	02/08/1992
Taylor-Wharton International LLC	TW LOGO	MALAYSIA	91001448	91001448	03/08/1991	10/06/2005
Taylor-Wharton International LLC	TW & DESIGN	GERMANY	39645380.5	396 45 380	10/18/1996	04/23/1997
Taylor-Wharton International LLC	TW & DESIGN	UNITED STATES	73/354,524	1,239,170	03/15/1982	05/24/1983
Taylor-Wharton International LLC	TW & DESIGN	UNITED STATES	71/338,761	307,759	06/10/1933	10/31/1933
Taylor-Wharton International LLC	NOVO	UNITED STATES	85/027,249		4/30/2010	Pending

A&R Guaranty and Security Agreement Schedules