

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pim Brands LLC		06/17/2010	LIMITED LIABILITY COMPANY: NEW JERSEY
Promotion in Motion, Inc.		06/17/2010	CORPORATION: DELAWARE
Promotion in Motion Canada, Inc.		06/17/2010	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	500 First Avenue
<b>Internal Address:</b>	Commercial Loan Service Center/DCC
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 81**

Property Type	Number	Word Mark
Registration Number:	1787577	JELLY LOOPS
Registration Number:	1783568	FROSTERS
Registration Number:	1813914	SOUR JACKS
Registration Number:	1853229	BUBBLE GUMMI
Registration Number:	2211324	THE ORIGINAL DYNABITES
Registration Number:	2079628	STRIP-O-MINTS
Registration Number:	2057884	STRAWBERRY TWISTEROOS
Registration Number:	2026062	CHOCOLATE PEANUT PERFECTION!
Registration Number:	2072390	THE MAGIC OF CHOCOLATE ... THE GOODNESS OF NATURE
Registration Number:	2141882	CHERRY TWISTEROOS

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Registration Number:	2071631	DO THE TWIST!
Registration Number:	2355641	REFRESHMINTS
Registration Number:	2087543	PROMOTION IN MOTION INC.
Registration Number:	2162698	TUXEDOS BLACK TIE
Registration Number:	2168353	THE SWEET FINALE
Registration Number:	2304487	TRICKERTREATS
Registration Number:	2172399	TOGGI
Registration Number:	2186684	MONSTER MALTS
Registration Number:	2127406	MOVING AT THE SPEED OF CANDY
Registration Number:	2404491	KNUCKLEHEADS
Registration Number:	2286650	STOCKINGSTUFFERS
Registration Number:	2286653	P'NUT FLUFFER
Registration Number:	2220571	BUDDY BEARS
Registration Number:	2359173	AMERICA'S FAVORITE CANDIES
Registration Number:	2232389	PROMOTION IN MOTION INC.
Registration Number:	2493239	FIRST FRUITS
Registration Number:	2820119	BEST LICK ON A STICK
Registration Number:	2893702	FAMOUS SQWISH CANDY FISH
Registration Number:	2594155	ALL STARS
Registration Number:	2678924	HOT HEADS
Registration Number:	2889705	SWISSKISS
Registration Number:	2848508	JUICEHEADS
Registration Number:	2918366	BUBBLEHEAD
Registration Number:	2971718	LUCKY CHERRIES
Registration Number:	2980294	JUICY SNACKS
Registration Number:	2946251	WE'VE GOT YOUR FRUIT
Registration Number:	2983187	MAIN STREET SWEET SHOPPE
Registration Number:	3172635	WHITE MICE
Registration Number:	3088959	JUICY ROLLS
Serial Number:	74498706	THE ORIGINAL BERRY FISHY CANDIES
Serial Number:	74584711	ORIGINAL FRUIT PARFAITS
Serial Number:	75265886	AMAZING FISH
Serial Number:	75451565	BEAR HUGS
Serial Number:	75521579	STOCKINSTUFF'RS BRAND
Serial Number:	75566587	SCHOOLTIME SACK

Serial Number:	75622240	KAGI FRET
Serial Number:	76067247	TWISTS 'N CREAM
Serial Number:	76133465	THE ORIGINAL SWISH CANDY FISH
Serial Number:	78302682	THE 7 DEADLY SINS
Serial Number:	78335835	DIRT BALLS
Serial Number:	78367336	BROKEN HEARTS
Serial Number:	78458682	PUCKER FACE
Serial Number:	78458777	SOUR BLASTED
Serial Number:	78458786	SMARTY PANTS
Serial Number:	78509229	BREAKFAST 2 GO
Serial Number:	78526198	FLAVOR SHOTS
Serial Number:	78526207	FRUIT SHOTS
Serial Number:	78526226	JUICY SHOTS
Serial Number:	78526236	LI'L SQUIRTS
Serial Number:	78526386	BIG GULP
Serial Number:	78526387	JUICY SQUIRTS
Serial Number:	78526392	JUICY GULP
Serial Number:	78561931	GOOD2GO
Serial Number:	78699474	FRUIT FLIES
Serial Number:	78875534	SPEED STRIPS
Serial Number:	77082071	FRAPPLE
Serial Number:	77363593	
Serial Number:	77364018	LIVE & ACTIVE CULTURES
Serial Number:	73590904	PIED PIPER
Serial Number:	85055088	JUICEHEADS
Serial Number:	85049461	GET JACKED UP
Serial Number:	85006394	BAKE SHOPPE COOKIE DOUGH MINIATURES
Serial Number:	77947449	BEST LICK ON A STICK
Serial Number:	77592351	GAMEBALLS
Serial Number:	77926655	FARMER'S CHOICE
Serial Number:	77887763	SLICE FRUIT SNACKS
Serial Number:	77886225	SUNNY FRUITS
Serial Number:	77744138	FRUIT NIBBLES
Serial Number:	77947487	SUNSATIONS
Serial Number:	77747903	MY SCHOOL

Serial Number:

77466821

JUICEFULS

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141

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

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

421674

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

06/22/2010

**Total Attachments: 20**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 17th day of June, 2010 by **PROMOTION IN MOTION, INC.**, a Delaware corporation, **PIM BRANDS LLC**, a New Jersey limited liability company (collectively, the "Borrowers" and each a "Borrower") and **PROMOTION IN MOTION CANADA, INC.**, a Canadian corporation (the "Guarantor" and together with the Borrowers the "Companies" and each a "Company") in favor of **PNC BANK, NATIONAL ASSOCIATION** (the "Lender"). This Agreement amends and restates an existing Trademark Security Agreement executed and delivered by the Companies in favor of Lender dated March 28, 2008 (as amended, the "Original Trademark Security Agreement"), but the execution and delivery of this Agreement shall in no way affect the perfection or priority of the liens and security interests granted in the Original Trademark Security Agreement.

### WITNESSETH

WHEREAS, Borrowers and Lender are parties to that certain Third Amended and Restated Revolving Credit Loan and Security Agreement of even date herewith (as may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender;

WHEREAS, Guarantor has entered into that certain Second Amended and Restated Guaranty and Suretyship Agreement, of even date herewith (as may be amended, supplemented, restated and otherwise modified from time to time, the "Guaranty"), pursuant to which Guarantor has guaranteed as surety all of the Obligations of Borrowers, and to secure all of its obligations under the Guaranty (the "Guaranty Obligations"), and Guarantor has granted a security interest in favor of Lender in substantially all of its assets, pursuant to the terms of that certain Second Amended and Restated Security Agreement, executed by Guarantor, dated of even date herewith (as may be amended, supplemented, restated and otherwise modified from time to time, the "Guaranty Security Agreement" and together with Guaranty, the "Guaranty Agreements").

WHEREAS, Companies have granted to Lender, a security interest in substantially all of the assets of Companies including all right, title and interest of Companies in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Companies' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and all amounts owing by Guarantor under the Guaranty;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Companies agree as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of all of Borrowers' Obligations (as defined in the Loan Agreement) under the Loan Agreement and all of Guarantor's Obligations (as defined in the Guaranty) under the Guaranty (collectively the "Obligations"), Companies hereby grant to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement and the Guaranty, as applicable, of a continuing security interest in Companies' entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Company against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Companies have duly executed this Agreement as of the date first written above.

**PROMOTION IN MOTION, INC.**

By: \_\_\_\_\_  
Name: Michael Rosenberg  
Title: President and Chief Executive Officer

**PROMOTION IN MOTION CANADA, INC.**

By: \_\_\_\_\_  
Name: Michael Rosenberg  
Title: President and Chief Executive Officer

**PIM BRANDS LLC**

By: \_\_\_\_\_  
Name: Michael Rosenberg  
Title: Managing Member

Agreed and Accepted,

**PNC BANK, NATIONAL ASSOCIATION**

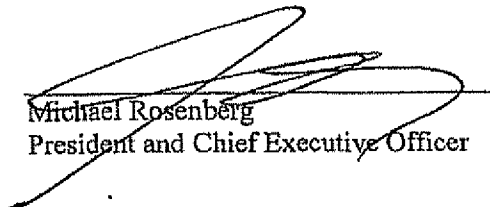
By: \_\_\_\_\_  
Name: John H. Prol, Jr., Senior Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

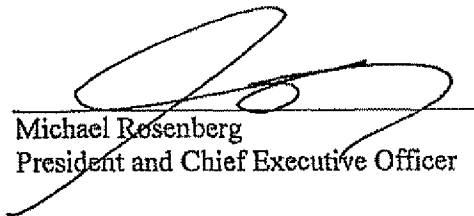
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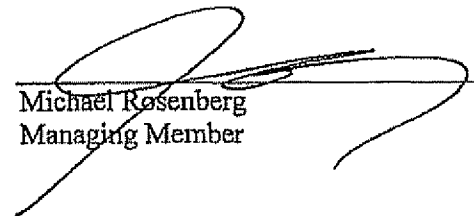
**PROMOTION IN MOTION, INC.**

By:   
Name: Michael Rosenberg  
Title: President and Chief Executive Officer

**PROMOTION IN MOTION CANADA, INC.**

By:   
Name: Michael Rosenberg  
Title: President and Chief Executive Officer

**PIM BRANDS LLC**

By:   
Name: Michael Rosenberg  
Title: Managing Member

Agreed and Accepted,

**PNC BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: John H. Prol, Jr.  
Title: Senior Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]



IN WITNESS WHEREOF, Companies have duly executed this Agreement as of the date first written above.

**PROMOTION IN MOTION, INC.**

By: \_\_\_\_\_  
Name: Michael Rosenberg  
Title: President and Chief Executive Officer

**PROMOTION IN MOTION CANADA, INC.**

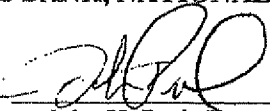
By: \_\_\_\_\_  
Name: Michael Rosenberg  
Title: President and Chief Executive Officer

**PIM BRANDS LLC**

By: \_\_\_\_\_  
Name: Michael Rosenberg  
Title: Managing Member

Agreed and Accepted,

**PNC BANK, NATIONAL ASSOCIATION**

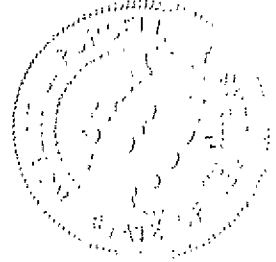
By:  \_\_\_\_\_  
Name: John H. Prol, Jr.  
Title: Senior Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

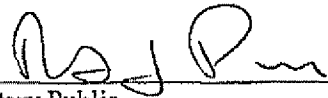
**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

ROBERT PURCELL  
NOTARY PUBLIC NEW JERSEY  
BERGEN COUNTY  
MY COMMISSION EXPIRES 09/20/2011



On this 17<sup>th</sup> of JUNE, 2010, before me personally appeared MICHAEL ROSENBERG, to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of each of **PROMOTION IN MOTION, INC.**, **PROMOTION IN MOTION CANADA, INC.**, and **PIM BRANDS LLC**, that he/she signed the within Agreement pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of each such company; and he/she desires the same to be recorded as such.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 9-20-11

[NOTARY ACKNOWLEDGMENT TO SECOND AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT]