

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
7550570 Canada, Inc.		07/20/2010	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	The Huron Fund III L.P.		
Street Address:	500 Griswold, Suite 7200		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3102666	ART BELLISSIMO	
Registration Number:	3131551	ARTISSIMO DESIGNS	
Registration Number:	3235603	ARTISSIMO	
CORRESPONDENCE DATA			
Fax Number:	(248)566-8531		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-566-8530		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Honigman Miller Schwartz and Cohn LLP		
Address Line 1:	85300 Woodward Avenue, Suite 100		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	205219-129919		
NAME OF SUBMITTER:	Julie E. Kretzschmer		
Signature:	/Julie E. Kretzschmer/		

CH \$90.00 3102666

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**TRADEMARK
 REEL: 004255 FRAME: 0456**

Date:

08/05/2010

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 20th day of July, 2010, 7550570 Canada Inc., a corporation organized under the laws of Canada (“**Debtor**”) with its principal place of business and mailing address at 1401 Saint-Patrick, Montreal, Quebec H3K 2B7, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to The Huron Fund III L.P., a Delaware limited partnership, with its mailing address at 500 Griswold, Suite 7200, Detroit, Michigan 48226, and its successors and assigns (“**Secured Party**”), and grants to the Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Hypothec on Movables bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the “**Security Agreement**”).

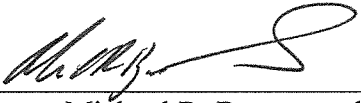
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “**Intent-To-Use Applications**”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

7550570 CANADA INC.

By: 
Name: Michael R. Beauregard
Title: Vice-President

Accepted and agreed to as of the date and year last above written.

THE HURON FUND III L.P.

By: Huron Capital Partners GP III LLC
Its: General Partner

By: Huron Capital Partners LLC
Its: Manager

By: _____
Name: Brian A. Demkowicz
Its: Managing Partner

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

7550570 CANADA INC.

By: _____
Name: Michael R. Beauregard
Title: Vice-President

Accepted and agreed to as of the date and year last above written.

THE HURON FUND III L.P.

By: Huron Capital Partners GP III LLC
Its: General Partner

By: Huron Capital Partners LLC
Its: Manager

By: Brian A. Demkowicz
Name: Brian A. Demkowicz
Its: Managing Partner

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
ART BELLISSIMO & Design	3,102,666	JUNE 13, 2006
ARTISSIMO DESIGNS	3,131,551	APRIL 22, 2006
ARTISSIMO	3,235,603	JULY 1, 2007

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
None.		
DETROIT.4190059.3		