

**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
Sizzle Sales Co. (UK) Limited			07/30/2010
		Entity Type	
		Private Company limited by shares: UNITED KINGDOM	
RECEIVING PARTY DATA			
Name:		General Electric Capital Corporation, as Administrative Agent	
Street Address:		2 Bethesda Metro Center	
Internal Address:		Suite 600	
City:		Bethesda	
State/Country:		MARYLAND	
Postal Code:		20814	
Entity Type:		CORPORATION: DELAWARE	
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3371120	CUSTOMEYES	
CORRESPONDENCE DATA			
Fax Number:		(312)993-9767	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		312-993-2622	
Email:		gayle.grocke@lw.com	
Correspondent Name:		Gayle D. Grocke c/o Latham & Watkins LLP	
Address Line 1:		233 S. Wacker Drive	
Address Line 2:		Suite 5800	
Address Line 4:		Chicago, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:		025646-0537	
NAME OF SUBMITTER:		Gayle D. Grocke	
Signature:		/gdg/	

CH \$40.00 3371120

Date:

08/09/2010

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 30, 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 administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers and the other holders of European Obligations (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 30, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the US Borrower, European Borrower, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Debenture of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Debenture”), to pay the European Obligations (as defined in the Credit Agreement) of the European Borrower; and

WHEREAS, all of the Grantors are party to the Debenture pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit 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 European Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, and grants to the Administrative Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (other than Excluded Property (as defined in the Guaranty and Security Agreement), but only during

such time that such property actually constitutes Excluded Property) (the Trademark Collateral):

(a) all of its Trademarks (as defined in the Guaranty and Security Agreement) and all IP Licenses (as defined in the Guaranty and Security Agreement) providing for the grant by or to such Grantor of any right under any Trademark (as defined in the Guaranty and Security Agreement), 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.

For the avoidance of doubt, Trademark Collateral shall not include Excluded Property (as defined in the Guaranty and Security Agreement).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Debenture and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Debenture, 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 (as defined in the Guaranty and Security Agreement) and IP Licenses (as defined in the Guaranty and Security Agreement) subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement 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. Delivery of an executed signature page of this Agreement by facsimile or Electronic Transmission shall be as effective as delivery of a manually executed copy hereof.

Section 6.      Governing Law. This Trademark Security Agreement 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 New York.

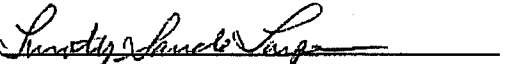
Section 7.      Conflict with other Agreements. In the event of any conflict between this Agreement (or any portion hereof) and the Debenture, the Debenture shall prevail.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

SIZZLE SALES CO. (UK) LIMITED  
as Grantor

By:   
Name: T. Sands Thompson  
Title President

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 004256 FRAME: 0755

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By:   
Name: Kevin S. Blitz  
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004256 FRAME: 0756**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Sizzle Sales Co. (UK) Limited	CUSTOMEYES	3371120	January 22, 2008

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.