

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hanover Accessories, LLC		03/22/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION, AS AGENT		
<b>Street Address:</b>	2 NORTH LAKE AVENUE		
<b>Internal Address:</b>	SUITE 440		
<b>City:</b>	PASADENA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74262621	GUM BALLS	
<b>Serial Number:</b>	78135184	IMPAWSTERS	
<b>Serial Number:</b>	74129139	L.J. KIDS & CO.	
<b>Serial Number:</b>	78958578	PERSONALLY ME	
<b>Serial Number:</b>	75250084	PRETENDEARS	
<b>Serial Number:</b>	74146358	STICKY STONES	
<b>Serial Number:</b>	76118537	THE GREAT PRETENDEARS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(800)494-7512		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	agency@nationalcorp.com		
<b>Correspondent Name:</b>	Elspeth Callahan		
<b>Address Line 1:</b>	1100 G. St NW, Ste 420		

**OP \$190.00 74262621**

Address Line 2: National Corporate Research  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	L055342
NAME OF SUBMITTER:	Catherine C. Fisk
Signature:	/Catherine C. Fisk/
Date:	09/02/2010

Total Attachments: 10  
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**INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING  
CREDIT, TERM LOAN AND SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING CREDIT, TERM LOAN AND SECURITY AGREEMENT** ("Supplement"), dated as of March 22, 2010, is made by **HANOVER ACCESSORIES, LLC**, a limited liability company formed under the laws of the State of Delaware (the "Grantor"), with an address at 6049 Slauson, City of Commerce, CA 90040, in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), with an address at Two North Lake Avenue, Suite 440, Pasadena, California 91101, as agent ("Agent") for itself and the other Lenders (PNC, the other Lenders and Agent shall be referred to collectively and individually, as "Lender") under the Revolving Credit, Term Loan and Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") among Lender and Grantor and the other "Borrowers" identified therein.

**RECITALS**

A. Concurrently herewith, Grantor, the other Borrowers, Agent and Lender are entering into the Loan Agreement and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"). Pursuant to the Loan Documents, Grantor has granted to Agent a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks, patents, copyrights and other "Collateral" (as defined in the Loan Agreement); and

B. Grantor and Agent desire to supplement the Loan Agreement to make specific reference to the trademarks, patents, copyrights and other intellectual property set forth below. The Loan Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks, patents, copyrights and other intellectual property set forth below are not covered and perfected by any other Loan Documents, including, without limitation, the Loan Agreement.

NOW, THEREFORE, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

**AGREEMENT**

1. Grant of Security Interest. Grantor hereby grants to Agent (for the benefit of Agent and Lender) a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the following, whether now existing or hereafter arising, to secure the payment and performance of all "Obligations" (as defined in the Loan Agreement):

(a) All United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all applications for copyright registrations

(including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all license agreements with respect to the Copyrights.

(d) All accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interests granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Subject to Section 3(f) below, Grantor has no Registered Copyrights except those listed in Exhibit A hereto.

(b) Grantor has no Patents except those listed in Exhibit B hereto.

(c) Grantor has no Trademarks which are registered with the United States Patent and Trademark Office, or for which application for such registration has been made and not been abandoned, except those listed on Exhibit C hereto.

(d) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(e) Grantor shall promptly advise Agent of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor and advise Agent whether any other party has any interest in such Trademark, Patent or Copyright.

(f) Grantor does not, and will not, own or acquire any maskworks, software, computer programs, or other works of authorship, that are registered with the United States Copyright Office (or subject of any application for such registration), except if and to the extent Grantor has: (i) provided Agent with at least 30 days prior written notice thereof (or such fewer number of days, if any, that Agent in its good faith business judgment may permit in writing with respect to any specific proposed registration/application), (ii) provided Agent with a copy of the specific proposed registration/application, and (iii) has executed and delivered to Agent such security agreement(s) and other documentation (in form and substance reasonably satisfactory to Agent) which Agent in its good faith business judgment may require for filing with the United States Copyright Office with respect to such registration or application.

4. Authority to Amend Exhibits. Grantor authorizes Agent and appoints Agent as its attorney to amend or supplement the Exhibits hereto, from time to time at Agent's option, to add Patents, Trademarks, Copyrights, and other intellectual property of Grantor which are not reflected in said Exhibits. All said acts of said attorney are hereby ratified and approved, and said attorney shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or law, unless done maliciously or with gross (not mere) negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment); this power being coupled with an interest is irrevocable while any of the Obligations remain unpaid.

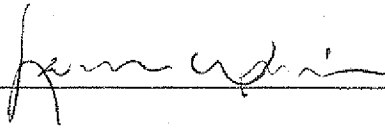
5. General. All terms and conditions of the Loan Agreement shall continue in full force and effect, and Grantor represents and warrants to Agent that all representations and warranties set forth in the Loan Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Loan Agreement and the provisions of the Loan Agreement are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,  
AS AGENT

HANOVER ACCESSORIES, LLC

By 

Name LAWRENCE WEINSTEIN  
VICE PRESIDENT

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

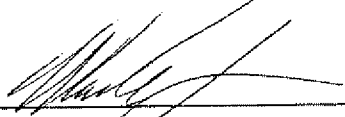
Title \_\_\_\_\_

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,  
AS AGENT

HANOVER ACCESSORIES, LLC

By \_\_\_\_\_

By  \_\_\_\_\_

Name \_\_\_\_\_

Name Mark Siegel

Title \_\_\_\_\_

Title President

*Hanover Intellectual Property Supplement Signature Page*

**TRADEMARK**  
**REEL: 004272 FRAME: 0220**



EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT B

PATENTS

Patents Issued:

<u>Description</u>	<u>Country</u>	<u>Serial #</u>	<u>Filed Date</u>	<u>Patent #</u>	<u>Issue Date</u>	<u>Status</u>
Decorative ruler	US	29/110,131	08/30/1999	D422,517	04/11/2000	ISSUED
Christmas ornament	US	29/151,282	12/04/2001	D461,428	08/13/2002	ISSUED
Christmas ornament	US	29/192,654	12/04/2001	D473,485	04/22/2003	ISSUED
Christmas ornament	US	29/192,655	10/27/2003	D497,830	11/02/2004	ISSUED
Christmas ornament	US	29/192,655	10/27/2003	D497,568	10/26/2004	ISSUED
Scissor holder with built in pencil sharpener	US	29/192,472	10/23/2003	D497,646	10/26/2004	ISSUED
Scissor holder with built in pencil sharpener	US	29/192,474	10/23/2003	D494,624	08/17/2004	ISSUED
Christmas ornament	US	29/093,274	09/08/1998	D413,545	09/07/1999	ISSUED
Christmas ornament	US	29/093,276	09/08/1998	D415,714	10/26/1999	ISSUED
Name stamper	US	29/059,911	09/17/1996	D393,481	04/14/1998	ISSUED

Patent Applications:

None

EXHIBIT C  
TRADEMARKS

<u>COUNTRY/ OWNER</u>	<u>MARK</u>	<u>STATUS APP. NO./APP DATE</u>	<u>REG. NO. REG. DATE</u>
Canada Hanover Accessories, LLC	THE GREAT PRETENDEARS	REGISTERED 1094511 02/28/01	620055 05/11/04
CTM Hanover Accessories, LLC	THE GREAT PRETENDEARS	REGISTERED 2,829,182 08/27/02	2,829,182 08/27/02
Germany Hanover Accessories, LLC	THE GREAT PRETENDEARS	REGISTERED 30 113 686 04/03/01	30 113 686 04/03/01
United Kingdom Hanover Accessories, LLC	THE GREAT PRETENDEARS	REGISTERED 2,263,103 03/02/01	2,263,103 03/02/01
United States Hanover Accessories, LLC	GUM BALLS	REGISTERED 74/262,621 04/06/92	1,769,272 05/04/93
United States Hanover Accessories, LLC	IMPAWSTERS	REGISTERED 78/135,184 06/12/02	2,700,544 03/25/03
United States Hanover Accessories, LLC	L.J. KIDS & Co (Stylized)  <i>L.J. Kids &amp; Co.</i>	REGISTERED 74/129,139 01/09/91	1,709,931 08/25/92

<u>COUNTRY/ OWNER</u>	<u>MARK</u>	<u>STATUS APP. NO./APP DATE</u>	<u>REG. NO. REG. DATE</u>
United States Hanover Accessories, LLC	PERSONALLY ME	REGISTERED 78/958,578 08/23/06	3,584,846 03/03/2009
United States Hanover Accessories, LLC	PRETENDEARS	REGISTERED 75/250,084 03/03/97	2,174,569 07/21/98
United States Hanover Accessories, LLC	STICKY STONES (Stylized)  <i>STICKY STONES</i>	REGISTERED 74/146,358 03/11/91	1,675,001 02/11/92
United States Hanover Accessories, LLC	THE GREAT PRETENDEARS	REGISTERED 76/118,537 08/29/00	2,689,109 02/18/03