

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
Mafco Worldwide Corporation		12/15/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	1600 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3721737	BEAUTY BLANKET
Registration Number:	0084018	TRADE MARK
Registration Number:	0612290	MAFCO
Registration Number:	0856843	MAFCO
Registration Number:	0864099	MAFCO
Registration Number:	0997652	MAFCO-MAGNASWEET
Registration Number:	1469567	MAG
Registration Number:	2331742	MAGNASWEET
Registration Number:	3722297	MAGNASWEET
Registration Number:	1278230	RIGHT DRESS
Registration Number:	0764149	RIGHT DRESS
Registration Number:	0753781	SHIP BRAND
Registration Number:	0753608	SHIP BRAND
Registration Number:	0753563	SHIP BRAND

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CORRESPONDENCE DATA**Fax Number:** (215)864-8999*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.***Phone:** 215.864.8524**Email:** rollingsj@ballardspahr.com**Correspondent Name:** John S. Rollings**Address Line 1:** Ballard Spahr LLP**Address Line 2:** 1735 Market Street, 51st Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	118663
NAME OF SUBMITTER:	John S. Rollings
Signature:	/John S. Rollings/
Date:	12/16/2010
Total Attachments: 4 source=Mafco#page1.tif source=Mafco#page2.tif source=Mafco#page3.tif source=Mafco#page4.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of December 15, 2010, made by Maeco Worldwide Corporation, a Delaware corporation ("Grantor"), in favor of PNC Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in or incorporated by reference into the Credit Agreement referred to below.

WHEREAS, the Grantor is the owner of the trademarks and service marks set forth on Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, Grantors have entered into a Credit Agreement, dated as of December 15, 2010 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, and the Administrative Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of December 15, 2010, by and among Grantor and the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, and lien on, certain intellectual property owned by the Grantor, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to Administrative Agent this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Guarantee and Collateral Agreement, the Grantor hereby grants, assigns and conveys to Administrative Agent a security interest in, and lien, on the Trademark Collateral, in each case, now existing or hereafter, provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

The Grantor hereby acknowledges the sufficiency and completeness of this Notice to create the security interest in the Trademark Collateral and to grant the same to the

Administrative Agent, and the Grantor hereby requests the relevant trademark office and/or governing body to file and record the same together with the annexed Schedule 1.

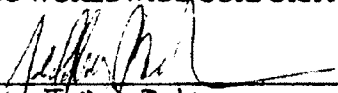
The Grantor and the Administrative Agent hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Guarantee and Collateral Agreement.

This Notice shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

MAFCO WORLDWIDE CORPORATION

By: 
Name: Jeffrey Robinson
Title: Senior Vice President and
Chief Financial Officer

Notice of Grant of Security Interest in Trademarks
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Schedule 1

<u>Registered Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
Mafco Worldwide Corporation	BEAUTY BLANKET - TM	United States	3,721,737	12/8/2009
Mafco Worldwide Corporation	Design of Ship	United States	084018	10/31/1911
Mafco Worldwide Corporation	MAFCO	United States	612,290	9/13/1955
Mafco Worldwide Corporation	MAFCO & Design	United States	856,843	9/17/1968
Mafco Worldwide Corporation	MAFCO & Design	United States	864,099	1/28/1969
Mafco Worldwide Corporation	MAFCO-MAGNASWEET	United States	997,652	11/5/1974
Mafco Worldwide Corporation	MAG	United States	1,469,567	12/22/1987
Mafco Worldwide Corporation	MAGNASWEET (Stylized)	United States	2,331,742	3/21/2000
Mafco Worldwide Corporation	MAGNASWEET	United States	3,722,297	12/8/2009
Mafco Worldwide Corporation	RIGHT DRESS	United States	1,278,230	5/15/1984
Mafco Worldwide Corporation	RIGHT DRESS & Design	United States	764,149	2/4/1964
Mafco Worldwide Corporation	SHIP BRAND	United States	753,781	7/30/1963
Mafco Worldwide Corporation	SHIP BRAND	United States	753,608	7/30/1963
Mafco Worldwide Corporation	SHIP BRAND	United States	753,563	7/30/1963

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