



SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>
INNER REALM (Stylized)	2,169,749	June 30, 1998
MISCELLANEOUS DESIGN	2,105,624	October 14, 1997
MISCELLANEOUS DESIGN	2,061,700	May 13, 1997
MISCELLANEOUS DESIGN	1,868,809	December 20, 1994
PHEROSE	3,104,337	June 13, 2006
PHEROSE BY REALM	2,935,414	March 22, 2005
REALM	2,099,664	September 23, 1997
REALM	1,867,411	December 13, 1994
REALM	1,975,469	May 21, 1996

1770470.1

EXECUTION

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NICHE MARKETING GROUP, INC., a New York corporation (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (ii) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof, (iii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (iv) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (v) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (vi) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (vii) the right to sue for past, present and future infringements thereof, (viii) all rights corresponding thereto, (ix) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (x) iv) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

1770470.1

TRADEMARK  
REEL: 004454 FRAME: 0188

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of January 7, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 31<sup>st</sup>

day of January, 2011.

GRANTOR

NICHE MARKETING GROUP, INC.

By: Michael W. Katz  
Name: Michael W. Katz  
Title: President and Chief Executive Officer

GRANTEE

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

By: \_\_\_\_\_  
Name: Wal Y. Cheng  
Title: Vice President

Grant of Security Agreement - Trademark (Niche)

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 7th  
day of January, 2011.

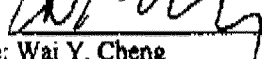
GRANTOR

NICHE MARKETING GROUP, INC.

By: \_\_\_\_\_  
Name: Michael W. Katz  
Title: President and Chief Executive Officer

GRANTEE

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

By:   
Name: Wai Y. Cheng  
Title: Vice President

Grant of Security Agreement - Trademark (Niche)