

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|----------------------------------|
| Acorn Products Co., LLC | | 12/30/2010 | LIMITED LIABILITY COMPANY: MAINE |

RECEIVING PARTY DATA

| | |
|-----------------|--------------------------------------|
| Name: | General Electric Capital Corporation |
| Street Address: | 299 Park Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10171 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 20

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 2763070 | ACORN |
| Registration Number: | 2763071 | ACORN |
| Registration Number: | 3820154 | ACORN |
| Registration Number: | 2874173 | ACORN COMFORT ON EARTH |
| Registration Number: | 2891086 | |
| Registration Number: | 3820155 | |
| Registration Number: | 2917866 | AFTER ACTIVE |
| Registration Number: | 3373609 | ANORAK WEATHER WEAR |
| Registration Number: | 2958122 | CLASSIC COMFORT |
| Registration Number: | 3616991 | C-NOVA |
| Registration Number: | 2272962 | COMFORT ON EARTH |
| Registration Number: | 2335576 | COMFORT ON EARTH |
| Registration Number: | 3714128 | COMFORT ON EARTH |
| Registration Number: | 3055450 | COMFORT ON EARTH |

CH \$515.00 2763070

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| Registration Number: | 3235336 | DOUBLE DUTY |
| Registration Number: | 3735048 | EARTHROAMER |
| Registration Number: | 1421141 | OH EWE |
| Registration Number: | 2846916 | STUDIO COMFORT |
| Registration Number: | 2616056 | SUNDAL |
| Registration Number: | 3160873 | SUNKICKS |

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: robert.wise@skadden.com
Correspondent Name: S. Anita Sinha
Address Line 1: 4 Times Square
Address Line 2: Skadden Arps Slate Meagher & Flom LLP
Address Line 4: New York, NEW YORK 10036

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|--------------------|------------------|
| NAME OF SUBMITTER: | S. Anita Sinha |
| Signature: | /S. Anita Sinha/ |
| Date: | 02/10/2011 |

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Trademark Security Agreement"), by ACORN PRODUCTS CO., LLC, a Maine limited liability company, as pledgor, assignor and debtor (in such capacities and together with any successors in such capacities, the "Pledgor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (as hereinafter defined), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"). Terms defined in the Credit Agreement or the Security Agreement (as each are hereinafter defined) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (as each are hereinafter defined), as applicable.

WHEREAS, totes Isotoner Corporation, an Ohio corporation (the "Borrower"), totes Isotoner Holdings, Corp., a Delaware corporation ("Parent"), totes Holdings, Inc., a Delaware corporation ("Holdings"), the Guarantors party thereto, Credit Suisse AG (formerly known as Credit Suisse), acting through its Cayman Islands Branch, as administrative agent (the "Administrative Agent"), the Collateral Agent and the lending institutions listed therein (the "Lenders") have, in connection with the execution and delivery of the Security Agreement, entered into that certain Credit Agreement, dated as of January 31, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Lenders have entered into that certain Intercreditor Agreement dated as of the date hereof by and among Parent, Holdings, the Borrower, the subsidiary guarantors party thereto, and the Administrative Agent, amongst others, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement");

WHEREAS, the Borrower, Parent, Holdings, the Pledgors party thereto and the Collateral Agent have entered into that certain Security Agreement, dated as of January 31, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent;

WHEREAS, under the terms of the Security Agreement, as collateral security for the payment in full of all the Secured Obligations, each Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under certain property, including the Intellectual Property Collateral; and

WHEREAS, the Pledgor has executed (i) that certain Guarantee Joinder Agreement, dated as of the date hereof, pursuant to which the Pledgor has agreed to be bound as a Subsidiary Guarantor party to the Credit Agreement by all of the terms, covenants and conditions applicable to it, (ii) that certain Intercreditor Assumption Agreement, dated as of the date hereof, pursuant to which the Pledgor has agreed to be bound as a Grantor party to the Intercreditor Agreement by all of the terms, covenants and conditions applicable to it, and (iii) that certain Joinder Agreement, dated as of the date hereof, pursuant to which the Pledgor has

agreed to be bound as a Guarantor and a Pledgor party to the Security Agreement by all of the terms, covenants and conditions applicable to it and is required to execute and deliver this Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

SECTION 1. Grant of Security. As collateral security for the payment in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under all of the following Collateral now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (other than (i) any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), (x) except to the extent there is a change in law such that granting a lien in such Trademark application prior to such filing would not adversely affect the enforceability or validity of such Trademark application, and (y) provided that any such Trademark applications shall automatically be included in the Collateral upon the filing of acceptable evidence of use of such Trademark, and (ii) any Intellectual Property, including without limitation, intent-to-use trademark applications as provided in (i) above, for which the creation by the Pledgor of a security interest therein is prohibited without the consent of a third party (to the extent such consent is not) obtained or by law (other than to the extent that any restriction on such assignment would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) or any relevant jurisdiction or any other applicable law)) (collectively, the "Trademark Collateral"):

(a) all U.S. and foreign trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to the Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including but not limited to the trademarks and applications for any of the foregoing listed in Schedule A hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the Pledgor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) proceeds thereof, including, without limitation, all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilution or other violation thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilution or other violation thereof;

(b) all Intellectual Property Licenses of the Pledgor relating to any trademarks or service marks; and

(c) to the extent not covered by the foregoing, (i) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and, except as otherwise provided in the Credit Agreement, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Pledgor from time to time with respect to any of the foregoing, and (ii) the goodwill connected with the Pledgor's business including all goodwill connected with the use of and symbolized by any of the foregoing in which the Pledgor has any interest.

SECTION 2. Security for Obligations. The grant of a lien on and security interest in, the Trademark Collateral by the Pledgor under this Trademark Security Agreement secures the payment in full and performance of all the Secured Obligations of the Pledgor now or hereafter existing under or in respect of the Loan Documents.

SECTION 3. Recordation. The Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral 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.

SECTION 6. Termination. When all the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement and the Intercreditor Agreement, this Agreement shall terminate. Upon termination of this Agreement the Trademark Collateral shall be released from lien and security interest pledged and granted herein.

SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

ACORN PRODUCTS CO., LLC

By: 

Name: Douglas P. Gernert

Title: President

[Trademark Security Agreement - Acorn (ABL)]

TRADEMARK
REEL: 004475 FRAME: 0189

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Collateral Agent

By: Philip F. Carfora

Name:



PHILIP F. CARFORA

Title:


DULY AUTHORIZED SIGNATORY

Schedule A to Trademark Security Agreement

Registrations:

| Owner | Trademark | Country | Application No. | Registration No | Registration Date | Classes | Status |
|-------------------------|---|-----------|-----------------|-----------------|-------------------|---------|------------|
| Australia | | | | | | | |
| Acorn Products Co., LLC | ACORN | Australia | 873488 | 1106043 | 18 Nov 2005 | 25 | Registered |
| Acorn Products Co., LLC |  | Australia | 854661 | 1104861 | 14 Mar 2005 | 25 | Registered |
| Acorn Products Co., LLC | COMFORT ON EARTH | Australia | 854662 | 1104862 | 14 Mar 2005 | 25 | Registered |
| Canada | | | | | | | |
| Acorn Products Co., LLC | ACORN | Canada | 1333659 | TMA703,649 | 20 Dec 2007 | | Registered |
| Acorn Products Co., LLC |  | Canada | 1333826 | TMA702,880 | 11 Dec 2007 | | Registered |
| Acorn Products Co., LLC | COMFORT ON EARTH | Canada | 1333825 | TMA708,824 | 4 Mar 2008 | | Registered |
| China | | | | | | | |
| Acorn Products Co., LLC | COMFORT ON EARTH | China | 854662 | 854662 | 14 Mar 2005 | 25 | Registered |
| CTM | | | | | | | |
| Acorn Products Co., LLC | ACORN | CTM | 00211672 | 00211672 | 19 Jun 1996 | 24,25 | Registered |


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| Acorn Products Co., LLC | ACORN | CTM | 873488 | 873488 | 18 Nov 2005 25 | Registered |
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| Acorn Products Co., LLC |  | CTM | 854661 | 854661 | 14 Mar 2005 25 | Registered |
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| Acorn Products Co., LLC | COMFORT ON EARTH | CTM | 854662 | 854662 | 14 Mar 2005 25 | Registered |
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Japan

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|-------------------------|--------------|-------|-------------|---------|---------------|------------|
| Acorn Products Co., LLC | ACORN | Japan | 2001-524141 | 2322926 | 7 Aug 2002 25 | Registered |
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| Acorn Products Co., LLC |  | Japan | 854661 | 854661 | 14 Mar 2005 25 | Registered |
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| Acorn Products Co., LLC | COMFORT ON EARTH | Japan | 854662 | 854662 | 14 Mar 2005 25 | Registered |
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Republic of Korea (South)

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| Acorn Products Co., LLC |  | Republic of Korea (South) | 854661 | 854661 | 23 Jan 2006 25 | Registered |
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Switzerland

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| Acorn Products Co., LLC | ACORN | Switzerland | 873488 | 873488 | 18 Nov 2005 25 | Registered |
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Acorn Products Co., LLC



Switzerland 854661

854661

14 Mar 2005 25

Registered

Acorn Products Co., LLC

COMFORT ON EARTH

Switzerland 854662

854662

14 Mar 2005 25

Registered

United States of America

Acorn Products Co., LLC

ACORN

United States of America

75672879

2763070

16 Sep 2003 24,25

Registered

Acorn Products Co., LLC



United States of America

75672880

2763071

16 Sep 2003 24,25

Registered

Acorn Products Co., LLC

ACORN

United States of America

77589756

3820154

20 Jul 2010 35

Registered

Acorn Products Co., LLC



United States of America

76555398

2874173

17 Aug 2004 25

Registered

Acorn Products Co., LLC



United States of America

76557647

2891086

5 Oct 2004 25

Registered

Acorn Products Co., LLC



United States of America

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|-------------------------|---------------------------------|--------------------------|----------|---------|-------------|----|------------|
| Acorn Products Co., LLC | AFTER ACTIVE | United States of America | 76557643 | 2917866 | 11 Jan 2005 | 25 | Registered |
| Acorn Products Co., LLC | ANORAK WEATHER WEAR | United States of America | 77056436 | 3373609 | 22 Jan 2008 | 25 | Registered |
| Acorn Products Co., LLC | CLASSIC COMFORT | United States of America | 78250165 | 2958122 | 31 May 2005 | 25 | Registered |
| Acorn Products Co., LLC | C -NOVA C-NOVA | United States of America | 77366139 | 3616991 | 5 May 2009 | 25 | Registered |
| Acorn Products Co., LLC | COMFORT ON EARTH | United States of America | 75366656 | 2272962 | 24 Aug 1999 | 25 | Registered |
| Acorn Products Co., LLC | COMFORT ON EARTH | United States of America | 75672881 | 2335576 | 28 Mar 2000 | 24 | Registered |
| Acorn Products Co., LLC | COMFORT ON EARTH | United States of America | 77589760 | 3714128 | 24 Nov 2009 | 35 | Registered |
| Acorn Products Co., LLC | COMFORT ON EARTH | United States of America | 78576706 | 3055450 | 31 Jan 2006 | 25 | Registered |
| Acorn Products Co., LLC | DOUBLE DUTY | United States of America | 78769772 | 3235336 | 24 Apr 2007 | 25 | Registered |
| Acorn Products Co., LLC | EARTHROAMER | United States of America | 77588609 | 3735048 | 5 Jan 2010 | 25 | Registered |
| Acorn Products Co., LLC | OH EWE | United States of America | 73476176 | 1421141 | 16 Dec 1986 | 25 | Registered |
| Acorn Products Co., LLC | STUDIO COMFORT | United States of America | 78250193 | 2846916 | 25 May 2004 | 25 | Registered |

Acorn Products Co., LLC **SUNDAL** United States of America 78066344 2616056 3 Sep 2002 25 Registered

Acorn Products Co., LLC **SUNKICKS** United States of America 78659836 3160873 17 Oct 2006 25 Registered

WIPO

Acorn Products Co., LLC **ACORN** WIPO 873488 873488 18 Nov 2005 25 Registered

Acorn Products Co., LLC  WIPO 986065 986065 19 Nov 2008 25 Registered
ACORN
Comfort on Earth

Acorn Products Co., LLC  WIPO 854661 854661 14 Mar 2005 25 Registered

Acorn Products Co., LLC **COMFORT ON EARTH** WIPO 854662 854662 14 Mar 2005 25 Registered