

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
Costume Gallery, Inc.		12/31/2010	CORPORATION: DELAWARE
Costume Gallery Holdings, Inc.		12/31/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The PrivateBank & Trust Company, as Administrative Agent
Street Address:	120 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85026044	HOLIDAZZLE
Registration Number:	2608969	COSTUME GALLERY
Registration Number:	3487202	COSTUME GALLERY
Registration Number:	3039670	DANCESPIRATIONS
Registration Number:	3039671	DANCESPIRATIONS

CORRESPONDENCE DATA

Fax Number: (312)609-5005

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 609-7838

Email: podonoghue@vedderprice.com

Correspondent Name: Patricia O'Donoghue

Address Line 1: 222 North LaSalle Street

Address Line 2: Suite 2500

Address Line 4: Chicago, ILLINOIS 60601

900184391

TRADEMARK
REEL: 004481 FRAME: 0924

CH \$140.00 85026044

ATTORNEY DOCKET NUMBER:	40180.00.0040-D.MANGAN
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	02/17/2011
Total Attachments: 5 source=The PrivateBank-Costume - TM Security Agm#page1.tif source=The PrivateBank-Costume - TM Security Agm#page2.tif source=The PrivateBank-Costume - TM Security Agm#page3.tif source=The PrivateBank-Costume - TM Security Agm#page4.tif source=The PrivateBank-Costume - TM Security Agm#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of December, 2010 by Costume Gallery, Inc., a Delaware corporation (the "Company") and Costume Gallery Holdings, Inc., a Delaware corporation ("Holdings"; together with Company, collectively, the "Grantors" and each individually, a "Grantor") in favor of The PrivateBank and Trust Company, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Company, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Company by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantors agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Administrative Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of the Grantors including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantors' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantors hereby grant to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirm their prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantors' entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

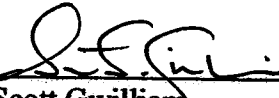
[Signature Page Follows]

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

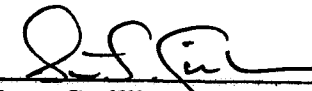
GRANTORS:

COSTUME GALLERY, INC., a Delaware corporation

By: 

Scott Gwilliam
Vice President

COSTUME GALLERY HOLDINGS, INC., a Delaware corporation

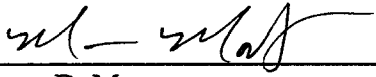
By: 

Scott Gwilliam
Vice President

(Signature Page to Trademark Security Agreement)

Agreed and Accepted As of the Date
First Written Above


**THE PRIVATEBANK AND TRUST
COMPANY**

By: 

Marcus D. Montanye
Managing Director

SCHEDULE A

TRADEMARK/SERVICEMARK REGISTRATIONS

Name of Owner	Trademark	Trademark Registration Number	Trademark Application Number
Costume Gallery, Inc.	HOLIDAZZLE		85/026,044
Costume Gallery, Inc.	COSTUME GALLERY	2,608,969	
Costume Gallery, Inc.		3,487,202	
Costume Gallery, Inc.	DANCESPIRATIO NS	3,039,670 3,039,671	