

TO: DAWN A. BROWN / JONES DAY COMPANY: 901 LAKESIDE AVENUE

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

04/13/2011  
 900189159

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pinnacle Frames and Accents, Inc.		04/12/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	500 First Avenue, 4th Floor
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	national banking association: <del>UNKNOWN</del> <i>United States</i>

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2966795	ALBUM WORKS BY THOMPSON
Registration Number:	2224816	BRISTOL COLLECTION
Registration Number:	2960304	CYNTHIA ROYCE
Registration Number:	2876462	CYNTHIA ROYCE
Registration Number:	2217987	DESIGN YOUR OWN ALBUM
Registration Number:	3468853	FAMILY & FRIENDS
Registration Number:	3459400	GALLERY SOLUTIONS
Registration Number:	1847709	PHOTOTRAC
Registration Number:	2812439	PINNACLE FRAMES & ACCENTS
Registration Number:	3357544	ROYCE LIMITED
Registration Number:	2741661	T THOMPSON
Registration Number:	2876461	T THOMPSON
Registration Number:	3392971	TACMAT

**TRADEMARK**

CH \$490.00 2966795

TO:DAWN A. BROWN/JONES DAY COMPANY:901 LAKESIDE AVENUE

Registration Number:	3392970	WALLGRABBER
Registration Number:	2773501	YOUR MEMORIES FOR LIFE
Serial Number:	85179323	CURATOR CLASSICS
Serial Number:	85179290	CURATOR'S CHOICE
Serial Number:	77866718	YOUR MEMORIES FOR LIFE

## CORRESPONDENCE DATA

Fax Number: (216)579-0212

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

Phone: 216-586-7024

Email: dawnbrown@jonesday.com

Correspondent Name: Dawn A. Brown/JONES DAY

Address Line 1: 901 Lakeside Avenue

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	879047-121038/DAB
NAME OF SUBMITTER:	Dawn A. Brown
Signature:	/Dawn A. Brown/
Date:	04/13/2011

## Total Attachments: 6

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TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April [1<sup>st</sup>], 2011 (this "Agreement"), is made by and between PINNACLE FRAMES AND ACCENTS, INC., a Delaware corporation (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Creditors.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Nielsen & Bainbridge, LLC, a Delaware limited liability company (the "US Borrower"), N&B Industries, Inc., a Delaware corporation ("Holdings"), Nielsen & Bainbridge Germany GmbH, a company organized under the laws of Germany (the "German Borrower" and, together with the US Borrower, collectively, the "Borrowers"), the financial institutions named as lenders therein (herein, together with any other person that becomes a "Lender" under the Credit Agreement and the respective successors and assigns of such "Lenders", the "Lenders"), PNC Bank, National Association, as a Lender, the Issuing Bank, the Swing Line Lender, and as the Administrative Agent and the Collateral Agent, and General Electric Capital Corporation, as the Syndication Agent, the Lenders will provide certain loans or advances or other extensions of credit to or for the benefit of the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a joinder to the Security Agreement, dated as of May 25, 2006 (as amended, restated supplemented or otherwise modified from time to time, the "Security Agreement"), whereby the Grantor has granted to the Collateral Agent a continuing security interest in, among other things, all of the Trademark Collateral (as defined below) to secure performance of the Secured Obligations;

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure performance of the Secured Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Creditor, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

**SECTION 2. Grant of Security Interest.** The Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Creditor, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in, to and under the following ("Trademark Collateral"):

- (a) all Marks, including each Mark and Mark application set forth in Schedule I;
- (b) all of the goodwill of the business connected with the use of, and symbolized by the foregoing;
- (c) the right to sue third parties for past, present and future infringements of any of the foregoing; and
- (d) all proceeds of, and rights associated with, the foregoing (including proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

TO : DAWN A. BROWN / JONES DAY COMPANY : 901 LAKESIDE AVENUE

Notwithstanding the foregoing, the Trademark Collateral shall not include all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the PTO, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Liens.** Upon the occurrence of an event pursuant to the Credit Agreement or Security Agreement that would result in the release of all or a portion of the Trademark Collateral from the security interest thereon, the security interests granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the Trademark Collateral. Upon any such release, the Collateral Agent will, at the Grantor's sole expense, release without any representations, warranties or recourse of any kind whatsoever, all or such applicable portion of the Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

**SECTION 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 6. Governing Law, Entire Agreement, etc. THIS SUPPLEMENT WILL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

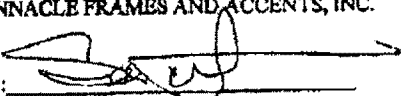
**SECTION 7. Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

\* \* \* \* \*

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by their duly authorized officer as of the date first above written.

PINNACLE FRAMES AND ACCENTS, INC.

By:   
Name: Seth Hollander  
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By: \_\_\_\_\_  
Name: John W. Thompson  
Title: Senior Vice President


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PNC BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: John W. Thompson  
Title: Senior Vice President

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SCHEDULE I  
to Pinnacle Frames and Accents, Inc. Trademark Security Agreement

TrademarksRegistered Trademarks

	MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS	OWNER
1.	ALBUM WORKS BY THOMPSON	78-377056	March 2, 2004	2,966,795	July 12, 2005	Registered	Pinnacle Frames and Accents, Inc.
2.	BRISTOL COLLECTION	75-365730	September 30, 1997	2,224,816	February 16, 1999	Registered	Pinnacle Frames and Accents, Inc.
3.	CYNTHIA ROYCE	76-503565	April 2, 2003	2,960,304	June 7, 2005	Registered	Pinnacle Frames and Accents, Inc.
4.	CYNTHIA ROYCE	76-503568	April 2, 2003	2,876,462	August 24, 2004	Registered	Pinnacle Frames and Accents, Inc.
5.	DESIGN YOUR OWN ALBUM	75-307967	June 12, 1997	2,217,987	January 12, 1999	Registered	Pinnacle Frames and Accents, Inc.
6.	FAMILY & FRIENDS FAMILY & FRIENDS	77-126881	March 9, 2007	3,468,853	July 15, 2008	Registered	Pinnacle Frames and Accents, Inc.
7.	GALLERY SOLUTIONS GALLERY SOLUTIONS	78-677895	July 25, 2005	3,459,400	July 1, 2008	Registered	Pinnacle Frames and Accents, Inc.
8.	PHOTOTRAC	74-442975	October 1, 1993	1,847,709	August 2, 1994	Registered	Pinnacle Frames and Accents, Inc.
9.	PINNACLE FRAMES & ACCENTS and Design 	76-465866	November 12, 2002	2,812,439	February 10, 2004	Registered	Pinnacle Frames and Accents, Inc.
10.	ROYCE LIMITED	78-775953	December 19, 2005	3,357,544	December 18, 2007	Registered	Pinnacle Frames and Accents, Inc.
11.	T THOMPSON and Design 	76-457461	October 2, 2002	2,741,661	July 29, 2003	Registered	Pinnacle Frames and Accents, Inc.
12.	T THOMPSON and Design 	76-503567	April 2, 2003	2,876,461	August 24, 2004	Registered	Pinnacle Frames and Accents, Inc.
13.	TACMAT TACMAT	78-677891	July 25, 2005	3,392,971	March 4, 2008	Registered	Pinnacle Frames and Accents, Inc.
14.	VALUE FIRST	76-493665 3	February 27, 200	2,876,371	August 24, 2004	Registered	Pinnacle Frames and Accents, Inc.

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	MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS	OWNER
15.	WALLGRABBER WALLGRABBER	78-677882	July 25, 2005	3,392,970	March 4, 2008	Registered	Pinnacle Frames and Accents, Inc.
16.	YOUR MEMORIES FOR LIFE	76-482462	January 15, 2003	2,773,501	October 14, 2003	Registered	Pinnacle Frames and Accents, Inc.

**Pending Trademark Applications**

	MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS	OWNER
1.	CURATOR CLASSICS CURATOR CLASSICS	85-179323	November 17, 2010			Pending	Pinnacle Frames and Accents, Inc.
2.	CURATOR'S CHOICE CURATORS CHOICE	85-179290	November 17, 2010			Pending	Pinnacle Frames and Accents, Inc.
3.	YOUR MEMORIES FOR LIFE YOUR MEMORIES FOR LIFE	77-866718	November 6, 2009			Pending	Pinnacle Frames and Accents, Inc.