

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
BGI Acquisition, LLC		04/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	315 Deaderick Street		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	banking Corporation: ALABAMA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2564601	BEC-TECH	
Registration Number:	2367011	GRAND SIERRA	
Registration Number:	3146691	KOZY KIDS BY GRAND SIERRA	
Registration Number:	3115257	KOZY KNITS BY GRAND SIERRA	
CORRESPONDENCE DATA			
Fax Number:	(615)244-6804		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	615-850-8741		
Email:	rfelber@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	012616.12149		

900190759

TRADEMARK
REEL: 004532 FRAME: 0618

OP \$115.00 2564601

NAME OF SUBMITTER:	Robert P. Felber, Jr.
Signature:	/ROBERT P. FELBER, JR./
Date:	05/02/2011
Total Attachments: 3 source=BGI Security Agreement#page1.tif source=BGI Security Agreement#page2.tif source=BGI Security Agreement#page3.tif	

TRADEMARK SECURITY INTEREST AGREEMENT

WHEREAS, a Loan and Security Agreement was entered into as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms that are not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement), by and among BGI ACQUISITION, LLC, a Delaware limited liability company (the "Grantor"), and REGIONS BANK, an Alabama banking corporation (the "Lender"), under the terms of which the Grantor has assumed certain obligations to the Lender; and

WHEREAS, the Loan Agreement requires Grantor to execute and deliver this Trademark Security Agreement; and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Lender a security interest in all right, title and interest in and to the Collateral, including, without limitation, (a) the trademarks listed on the annexed Schedule 1, each registered in the United States Patent and Trademark Office (the "Trademarks") and the goodwill of the business symbolized by the Trademarks, and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, all whether now or hereafter owned or licensable by Grantor and all reissues, extensions or renewals thereof, and (b) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark, and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (collectively, the "Trademark Collateral"), to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Lender of a security interest in and mortgage on the Trademark Collateral to secure the payment and performance of the Obligations in accordance with the terms of the Loan Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the grant of, security interest in and mortgage on the Trademark Collateral made hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; provided that, and notwithstanding anything to the contrary contained herein or in the Loan Agreement, the foregoing grant of security interest shall not include any "intent-to-use" trademark application until such time as a statement or allegation of use has been filed with and accepted by the United States Patent and Trademark Office for such trademark application.

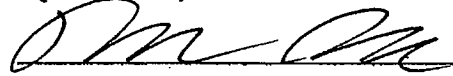
THIS GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Interest Agreement this 27th day of April, 2011.

BGI ACQUISITION, LLC

By:



Name: Mark E. Isaacs

Title: Vice President and Secretary

Schedule 1 to Grant of Security Interest in Trademarks

Name	Filing Date	Serial No.	Registration Date	Registration No.	Owner
BEC-TECH	January 22, 2001	76197355	April 23, 2002	2,564,601	BGI Acquisition, LLC
GRAND SIERRA	August 10, 1998	75533278	July 11, 2000	2,367,011	BGI Acquisition, LLC
KOZY KIDS BY GRAND SIERRA	December 6, 2004	78527456	September 19, 2006	3,146,691	BGI Acquisition, LLC
KOZY KNITS BY GRAND SIERRA	December 6, 2004	78527449	July 11, 2006	3,115,257	BGI Acquisition, LLC