

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
Lot 26 Studio, Inc.		05/24/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	1 First Canadian Place
Internal Address:	Corporate Finance, 11th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1A1
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3795749	QUOTES ADHESIVE INSPIRATIONS
Registration Number:	3795638	WORDS ADHESIVE INSPIRATIONS
Registration Number:	3777714	BURNISH
Registration Number:	3345258	MOJOLIGHTS
Registration Number:	3365174	LOT 26 BOTANICS
Registration Number:	3709872	ART·U·STICK
Registration Number:	3702827	SCRAPWALLING
Registration Number:	3461457	ADD-HERES
Registration Number:	3452572	LOT 26 STUDIO
Registration Number:	3779769	ACCENTS ADHESIVE EMBELLISHMENTS
Serial Number:	85155202	ADHESIVE REFLECTIONS

CORRESPONDENCE DATA

Fax Number: (312)803-5299

900192605

**TRADEMARK
 REEL: 004546 FRAME: 0704**

CH \$290.00 3795749

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

Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1926823
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Richard Kalwa
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Signature:	/richard kalwa/
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Date:	05/24/2011
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Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This 24th day of May, 2011, Lot 26 Studio, Inc., a California corporation ("*Debtor*") with its principal place of business and mailing address at 277 Carolina Street, San Francisco, California 94103, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank ("*BMO*"), with its mailing address at c/o Corporate Finance, 11th Floor, 1 First Canadian Place, Toronto, Ontario, M5X 1A1, and its successors and assigns ("*Secured Party*"), and grants to the Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain General Security and Pledge Agreement dated as of July 20, 2010 between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LOT 26 STUDIO, INC.

By: Nicholas H. Barker
Name: Nicholas H. Barker
Title: Vice President and Assistant Secretary

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By: _____
Name: _____
Title: _____

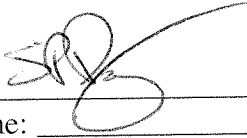
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LOT 26 STUDIO, INC.

By: _____
Name: Nicholas H. Barker
Title: Vice President and Assistant Secretary

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By:  _____
Name: _____
Title: **Shane Downey**
Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	SERIAL NO.	REG. NO.
Quotes Adhesive Inspirations	77847385	3795749
Words Adhesive Inspirations	77841397	3795638
Burnish	77820953	3777714
MojoLights	78612361	3345258
Lot 26 Botanics	77166810	3365174
Art-U-Stick	77523458	3709872
Scrapwalling	77512473	3702827
Add-Heres	77322962	3461457
Lot 26 Studio	77248204	3452572
Accents Adhesive Embellishments	77847398	3779769
Adhesive Reflections	85155202	Published on April 5, 2011

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK

SERIAL NO.

FILED

None.