

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
Chamilia, LLC		06/07/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Bank Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3653675	CHAMILIA	
Registration Number:	3294148	C CHAMILIA	
Registration Number:	3819317	YOUR LIFE. YOUR STYLE.	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-492-6842		
Email:	cadwell.jeffrey@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	M222950		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		

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**TRADEMARK
 REEL: 004563 FRAME: 0148**

Signature:	/Jeffrey R. Cadwell/
Date:	06/15/2011
Total Attachments: 5 source=chamilia security agreement#page1.tif source=chamilia security agreement#page2.tif source=chamilia security agreement#page3.tif source=chamilia security agreement#page4.tif source=chamilia security agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of June 7, 2011, is made and given by CHAMILIA, LLC, a Delaware limited liability company (the "Company"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party").

PRELIMINARY STATEMENT

A. The Secured Party and the Company are parties to (i) a Revolving Credit Agreement dated as of July 7, 2009, as modified by that certain Addendum to Revolving Credit Agreement and Note dated as of July 7, 2009, that certain Second Addendum to Revolving Credit Agreement and Note dated as of July 7, 2009, that certain First Amendment to Revolving Credit Agreement dated as of May 26, 2010, that certain Second Amendment to Revolving Credit Agreement dated as of July 2, 2010, that certain Third Amendment to Revolving Credit Agreement dated as of January 31, 2011, that certain Fourth Amendment to Revolving Credit Agreement dated as of March 30, 2011, and that certain Fifth Amendment to Revolving Credit Agreement dated as of the date hereof (as modified and as the same has been further amended, restated or otherwise modified from time to time, the "Credit Agreement"); (ii) a Business Security Agreement dated as of July 7, 2009 (as the same has been amended, restated or otherwise modified from time to time, the "Security Agreement"); and (iii) the other Loan Documents (as defined in the Credit Agreement);

B. In connection with the execution of the Fifth Amendment to Revolving Credit Agreement, the Company is required to execute and deliver to the Secured Party this Trademark Security Agreement;

C. The Company owns the trademarks (the "Trademarks") listed on Schedule I attached hereto, which Trademarks are registered or applied for with the United States Patent and Trademark Office; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.**

(a) The Company hereby grants to the Secured Party a continuing first priority security interest in all of the Trademarks set forth in Schedule I now owned or from time to time after the date hereof owned or acquired by the Company.

(b) Notwithstanding the immediately preceding Section 2(b), this Trademark Security Agreement will not relate to or affect any of the Company's trademark applications based on intent-to-use the marks—all of which are identified and marked with an asterisk in Schedule I—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

(c) Until revocation following an Event of Default by the Secured Party, the Company shall retain the right to use and register the Trademarks in the ordinary course of the business of the Company.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the

Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. **MODIFICATION AND UPDATE.** The Company hereby further authorizes the Secured Party: (i) to modify this Trademark Security Agreement, without the necessity of the Company's further approval or signature, by amending Schedule I hereto to include any other trademark applications and registrations in which the Company now has or hereafter acquires any right, title, or interest; and (ii) to take such further actions as may be necessary or appropriate to obtain and perfect the Secured Party's security interest in any such right, title, or interest of the Company (including but not limited to recording such amended Trademark Security Agreement with the United States Patent and Trademark Office).

[The remainder of this page is intentionally left blank.]

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

Chamilia, LLC

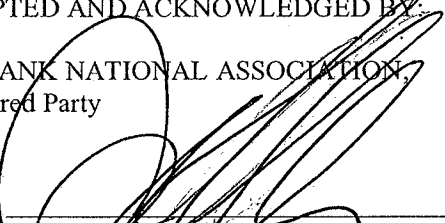
By: 
Name: Michael Paxton

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

U. S. BANK NATIONAL ASSOCIATION,
as Secured Party


By:



Name: Daniel Miller
Title: Assistant Vice President

SCHEDULE I – TRADEMARK SECURITY AGREEMENT

Trademark Registrations:

Mark	Reg. Date	Reg. Number	Status	Country
CHAMILIA	7/14/2009	3,653,675	Registered	United States
	9/18/2007	3,294,148	Registered	United States
YOUR LIFE. YOUR STYLE.	7/13/2010	3,819,317	Registered	United States