

GRANT OF TRADEMARK SECURITY INTEREST

GRANT OF TRADEMARK SECURITY INTEREST ("*Grant*"), dated as of July 13, 2011, by and between Sunhold, LLC, a Delaware limited liability company ("*Grantor*"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "*Administrative Agent*") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, Grantor, certain of its Affiliates, the Administrative Agent and the Lenders are entering into a Credit Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "*Credit Agreement*");

WHEREAS, Grantor, certain of its Affiliates and the Administrative Agent are entering into a Security Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "*Security Agreement*") in order to induce the Lenders to enter into and extend credit to Grantor and certain of its Affiliates under the Credit Agreement and to secure the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is executing and delivering to the Administrative Agent this Grant for filing with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or, if not defined therein, in the Security Agreement.

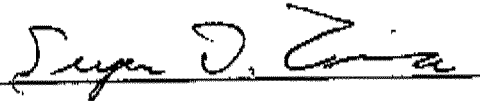
2. **Grant of Security Interest in Trademarks.** Grantor hereby grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under all of Grantor's presently existing or hereafter acquired Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. **Security Agreement.** The security interest granted pursuant to this Grant is granted in conjunction with, and not in limitation of, the security interests granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks and related Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Grant to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUNHOLD, LLC

By: 

Name: Eugene D. Luciana

Title: Executive Vice President and Chief
Finance and Operations Officer and
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name: Scott Troy

Title: Vice President

IN WITNESS WHEREOF, Grantor has caused this Grant to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUNHOLD, LLC

By:

Name: Eugene D. Luciana

Title: Executive Vice President and Chief
Finance and Operations Officer and
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____

Name: Scott Troy

Title: Vice President

Grant of Security Interest in Trademarks

TRADEMARK
REEL: 004586 FRAME: 0680

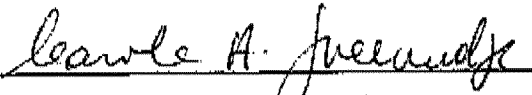
ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)

) ss.

COUNTY OF NEW YORK)

On this 13th day of July, 2011, before me personally came Eugene D. Luciana, to me known, who, being by me duly sworn, did depose and say that he is the Executive Vice President and Chief Finance and Operations Officer and Secretary of Sunhold, LLC, the limited liability company described in, and which executed the foregoing instrument, and that he is authorized to execute said instrument on behalf of said company.



Notary Public

CAROLE A. GREENIDGE
Notary Public, State of New York
No. 01GR600512
Qualified in Queens County
Certificate Filed in New York County
Commission Expires April 6, 2014

Schedule A

Trademark Description	Registration Number	Registration Date
The Charmer Sunbelt Group	3,663,096	August 4, 2009