

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
Camie Campbell, Inc.		05/16/2011	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as agent
Street Address:	30 South Wacker
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0780862	CAMIE
Registration Number:	1837608	CAMIE
Registration Number:	1837648	CAMIE
Registration Number:	1855458	CAMIE
Registration Number:	1857445	CAMIE
Registration Number:	1837609	CAMIE
Registration Number:	1837647	CAMIE
Registration Number:	1857427	CAMIE
Registration Number:	1859414	CAMIE
Registration Number:	2722657	SHELBY
Registration Number:	2745040	SHELBY

CORRESPONDENCE DATA

Fax Number: (312)558-5700
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900197506

**TRADEMARK
 REEL: 004587 FRAME: 0511**

CH \$290.00 0780862

Phone: 312 558-6352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

6737.75

NAME OF SUBMITTER:

Laura Konrath

Signature:

/Laura Konrath/

Date:

07/20/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Camie Campbell, Inc., a Missouri corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Second Amended and Restated Credit Agreement dated as of April 5, 2007 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Plaze, Inc., the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as administrative agent for all Lenders (the "Agent");

WHEREAS, the Grantor has become or is about to become a party to the Collateral Agreement (as defined below) pursuant to that certain Second Amendment to Second Amended and Restated Guarantee and Collateral Agreement to Guarantee and Collateral Agreement dated as of the date hereof, executed by Grantor for the benefit of the Agent; and

WHEREAS, pursuant to the terms of the (i) Second Amended and Restated Guarantee and Collateral Agreement dated as of April 5, 2007 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement"); unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the respective meanings given to them in the Collateral Agreement) among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), and (ii) that certain Second Amendment to Second Amended and Restated Guarantee and Collateral Agreement to the Guarantee and Collateral Agreement dated as of the date hereof by Grantor in favor of Grantee, Grantor has granted to Grantee, for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 10th day of May, 2011.

CAMIE CAMPBELL, INC.

By: Vincent J. Dady
Name: Vincent J. Dady
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004587 FRAME: 0515

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**







By: Jennifer Cotton
Name: Jennifer Cotton
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004587 FRAME: 0516**

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

<i>Mark</i>	<i>Registration No.</i>
CAMIE	780862
CAMIE	1837608
CAMIE	1837648
CAMIE	1855458
CAMIE	1857445
	1837609
	1837647
	1857427
	1859414
	2722657
	2745040

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.