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
Sur La Table, Inc.		07/28/2011	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2607518	SLT
Registration Number:	2026307	SOUS CHEF
Registration Number:	2594235	SUR LA TABLE
Registration Number:	2848066	SUR LA TABLE
Registration Number:	3616611	SUR LA TABLE
Registration Number:	2036386	SUR LA TABLE
Registration Number:	3073426	SUR LA TABLE
Registration Number:	3679513	SUR LA TABLE
Registration Number:	3151051	THE ART AND SOUL OF COOKING
Serial Number:	85336772	THE HARDWARE STORE FOR COOKS
Serial Number:	77438368	THE POTRACK
Registration Number:	3865901	THE POTRACK
Registration Number:	3486279	THINGS COOKS LOVE

CH $365.00 2607518

Registration Number:	3985982	TIPS COOKS LOVE

CORRESPONDENCE DATA

Fax Number: (302)636-5454

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

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Co.- J. Paterson

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	868570
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	08/03/2011

Total Attachments: 19

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Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sur La Table, Inc

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: WA
☐ Other

Citizenship (see guidelines) NA

Additional names of conveying parties attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: Wells Fargo Bank, National Association
Internal Address: 18th Floor
Street Address: One Boston Place
City: Boston
State: MA
Country: USA Zip: 02108

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 28, 2011

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Schedule A

B. Trademark Registration No.(s)
See Schedule 1 See Schedule A

Additional sheet(s) attached? ☑ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company
Internal Address: Suite 210
Street Address: 1180 Avenue of the Americas
City: New York
State: NY Zip: 10036
Phone Number: 212-299-5600
Fax Number: 212-299-5656
Email Address: ORDER# 868570

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number
Authorized User Name

9. Signature: Kat Schmidt 8/3/11
Signature Date

Kat Schmidt
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of July 28, 2011, between **SUR LA TABLE, INC.**, a Washington corporation (the "Assignor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as arranger, collateral agent and administrative agent (hereinafter, in such capacity, the "Agent") for itself and other lenders (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to that certain Loan and Security Agreement, dated as of July 28, 2011 (as amended, restated, supplemented and otherwise modified and in effect from time to time, the "Loan and Security Agreement"), by and among the Assignor, SLT Merger Co., Inc., a Washington corporation, SLT Holdco, Inc., a Delaware corporation, and the Lenders and the Agent.

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to the Assignor under the Loan and Security Agreement that the Assignor execute and deliver to the Agent, for the benefit of the Lenders and the Agent, a trademark collateral security and pledge agreement in substantially the form hereof; and

WHEREAS, the Assignor has executed and delivered to the Agent, for the benefit of the Lenders and the Agent, the Loan and Security Agreement, pursuant to which the Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Loan and Security Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Loan and Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan and Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Paid in Full. (a) All of the Obligations (except for contingent indemnification obligations pursuant to Section 12.3 of the Loan and Security Agreement for which no claim has then been asserted) have been indefeasibly paid in full in cash, performed or discharged, (b) the Loan Documents have been terminated other than any such Loan Documents as to which the Agent has agreed in writing may remain in effect, (c) the Commitments have been terminated and no Lender or any other Person shall have any obligation to grant, and no Person shall have any

further right to obtain, any loans, letters of credit, bankers' acceptances, or other extensions of credit under the documents relating to the Obligations, and (d) any and all letters of credit, bankers' acceptances or similar instrument issued under such documents (including, without limitation, the Letters of Credit) have been cancelled and returned (or other satisfactory arrangements with respect to such instruments have been made in accordance with the terms of the Loan and Security Agreement). The term "Payment in Full" shall have a correlative meaning.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office or any successor entity, if applicable.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(b) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights.

Specified Trademark. Each filed trademark registration application, Trademark Registration and Trademark identified on Schedule B annexed hereto. For purposes of clarity,

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the Assignor acknowledges and agrees that each Specified Trademark constitutes a "material Trademark" hereunder.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended, restated, supplemented, or otherwise modified and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring. opposition or cancellation proceedings in the name of the Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

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Unless otherwise provided herein, the rules of interpretation set forth in Section 1.4 of the Loan and Security Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. **Security Interest**. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Agent, for the benefit of the Lender Group, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Lender Group; provided, that the security interest granted under this Trademark Agreement shall in no event include any Excluded Property.

2.2. **[Reserved.]**

2.3. **Supplemental to Loan and Security Agreement**. Pursuant to the Loan and Security Agreement the Assignor has granted to the Agent, for the benefit of the Lender Group, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Loan and Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Loan and Security Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Loan and Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Loan and Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Loan and Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademark Registrations now owned by the Assignor (such Trademark Registrations, the "Scheduled Trademarks"); (ii) the Scheduled Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and, except as could not reasonably be expected to have a Material Adverse Effect, there is no litigation or proceeding pending concerning the validity or enforceability of the Scheduled Trademarks; (iii) to the best of the Assignor's knowledge, each of the Scheduled Trademarks is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Scheduled Trademarks or any Trademark Rights; (v) (A) no claim has been made in writing to the Assignor or any of its predecessors in interest in the last three years that the use of any of the Scheduled

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Trademarks does or may violate the rights of any third person, and (B) to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others, except as could not reasonably be expected to have a Material Adverse Effect; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademark Registrations and material Trademarks, free and clear of any Liens, other than Permitted Liens; (vii) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, commercially reasonable standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Loan and Security Agreement, will create in favor of the Agent a valid and perfected first priority security interest (subject to the Intercreditor Agreement) in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing statements with the Secretary of State of the State of Washington under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (B) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to each of the Agent and the other members of the Lender Group the right to visit the Assignor's locations (including for the purpose of inspecting the products and quality control records relating to the Trademarks) to the extent permitted by the Loan and Security Agreement.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Agent's prior written consent, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks except as permitted under the Loan and Security Agreement, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Loan and Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. **After-acquired Trademarks**. If, before Payment in Full shall have occurred, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and, in the case of Trademark Registrations and material Trademarks first filed or obtained after the Closing Date, the Assignor shall promptly provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

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6.2. **Amendment to Schedule**. The Assignor authorizes the Agent to modify this Trademark Agreement, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6.

7. **TRADEMARK PROSECUTION.**

7.1. **Assignor Responsible**. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the defense of the Pledged Trademarks, and shall hold each of the Agent and the other members of the Lender Group harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any other member of the Lender Group in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby to the extent provided in Section 12.3 of the Loan and Security Agreement.

7.2. **Assignor's Duties, etc.** The Assignor shall have the exclusive right to prosecute any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any Specified Trademark without the consent of the Agent, which consent shall not be unreasonably withheld.

7.3. **Assignor's Enforcement Rights**. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignor may require the Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any other member of the Lender Group to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including legal fees, incurred by the Agent pursuant to this Section 7.3.

7.4. **Protection of Trademarks, etc.** In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignor shall not knowingly take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks. Notwithstanding the foregoing, nothing in this Trademark Agreement shall prevent Assignor from disposing of, discontinuing the use or maintenance of, failing to enforce or otherwise allowing to lapse, terminate or put into the public domain any of its Trademarks (other than the Specified Trademarks) if Assignor

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determines in its reasonable business judgment that such discontinuance is desirable in the conduct of its business.

7.5. **Notification by Assignor**. Promptly upon obtaining knowledge thereof, the Assignor will notify the Agent in writing of the institution of or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Specified Trademarks or the Associated Goodwill with respect thereto, the ability of the Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES; LICENSE TO USE TRADEMARK RIGHTS.

8.1. **Remedies**. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2.2, the Loan and Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Loan and Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

8.2. **License to Use Trademark Rights**. For the purpose of enabling the Agent to enforce any Lien held by the Agent upon any of the Collateral upon the occurrence and during the continuance of an Event of Default, and to the extent appropriate, in the good faith opinion of the Agent, to process, ship, produce, store, complete, supply, lease, sell, or otherwise dispose of any of the Collateral or to collect or otherwise realize upon any Accounts or Inventory comprising Collateral, at such time as the Agent shall be lawfully entitled to exercise such rights and remedies and upon the occurrence and during the continuance of an Event of Default, the Assignor hereby grants to the Agent, for the benefit of the Lender Group, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the

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Assignor) to use, license, or sublicense any Trademarks, Trademark Registrations or Trademark Rights now owned or hereafter acquired by the Assignor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The Assignor hereby agrees and acknowledges that no further performance is required of the Agent under the terms of the license granted pursuant hereto and that this license shall not constitute an executory contract.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Agent, in its own name or that of the Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

10. POWER OF ATTORNEY.

The Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion), exercisable upon the occurrence and during the continuance of an Event of Default, as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the other members of the Lender Group from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

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12. TERMINATION.

At such time as Payment in Full has occurred, this Trademark Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments (each in form and substance reasonably satisfactory to the Agent) as may be necessary or proper to release, reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Loan and Security Agreement.

13. EXPENSES.

Any and all fees, costs and expenses, to the extent constituting Lender Group Expenses under the Loan and Security Agreement, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including any taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor in accordance with the terms of the Loan and Security Agreement.

14. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY OTHER MEMBER OF THE LENDER GROUP ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR. THE ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE OTHER MEMBERS OF THE LENDER GROUP FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY OTHER MEMBER OF THE LENDER GROUP WITH RESPECT TO SUCH LIABILITIES AS AND TO THE EXTENT PROVIDED IN SECTION 12.3 OF THE LOAN AND SECURITY AGREEMENT.

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15. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in accordance with Section 13 of the Loan and Security Agreement.

16. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Required Lenders) and the Assignor, except as provided in Section 6.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent (with the consent of the Required Lenders). A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

17. GOVERNING LAW; CONSENT TO JURISDICTION.

THE VALIDITY OF THIS TRADEMARK AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

THE ASSIGNOR AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE ASSIGNOR AND THE AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 17. THE ASSIGNOR CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING DESCRIBED IN THIS SECTION BEING MADE UPON THE ASSIGNOR BY MAIL AT THE ADDRESS SPECIFIED IN SECTION 13 OF THE LOAN AND SECURITY AGREEMENT.

18. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH

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PARTY HERETO REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. Except as prohibited by law, each party hereto hereby waives any right it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (a) certifies that no representative, agent or attorney of the Agent or any other member of the Lender Group has represented, expressly or otherwise, that such Lender or Agent would not, in the event of litigation, seek to enforce the foregoing waivers and (b) acknowledges that each member of the Lender Group has been induced to enter into this Trademark Agreement, the other Loan Documents to which it is a party by, among other things, the waivers and certifications contained herein.

19. COUNTERPARTS.

This Trademark Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Agreement by signing any such counterpart.

20. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the other members of the Lender Group and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

21. ADDITIONAL ASSIGNORS.

Any Subsidiary of Borrower or any Guarantor (each an "Additional Assignor") may hereafter become a party to this Trademark Agreement by executing a counterpart hereof or a joinder agreement, in each case in form and substance reasonably satisfactory to the Agent, and there shall be no need to re-execute, amend or restate this Trademark Agreement in connection therewith. Upon such execution and delivery by any Additional Assignor, notice of which is hereby waived by Assignor, such Additional Assignor shall be deemed to have made the representations and warranties set forth herein as of such time of such Additional Assignor's execution thereof, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Assignor had executed this Trademark Agreement as of the Closing Date, and the Agent, for itself and for the benefit of the Lender Group, shall be entitled

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to all of the benefits of such Additional Assignor's obligations hereunder. Assignor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any Additional Assignor hereunder nor by any election of the Agent not to cause any Person to become an Additional Assignor hereunder.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

ASSIGNOR:

SUR LA TABLE, INC.

By: Debbie Brownfield

Name: Debbie Brownfield

Title: Executive Vice President, Chief Financial Officer and Secretary

Signature Page to Trademark Collateral Security and Pledge Agreement (ABL)

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: Jennifer L. Blanchette
By: Authorized Signatory

Signature Page to Trademark Collateral Security and Pledge Agreement (ABL)

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF * Washington)

) SS.

COUNTY OF * King)

Before me, the undersigned, a Notary Public in at for county aforesaid, on this 28th day of July, 2011, personally appeared Debbie Brownfield to me known personally, and who, being by me duly sworn, deposes and says that she is the Executive Vice President, Chief Financial Officer and Secretary of **SUR LA TABLE, INC.**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Debbie Brownfield acknowledged said instrument to be the free act and deed of said corporation.

Angiolina F. Cuneo

Notary Public

My commission expires:

ANGIOLINA F. CUNEO
COMMISSION EXPIRES
NOTARY
PUBLIC
JULY 22, 2014
STATE OF WASHINGTON

Notary Acknowledgment Page to Trademark Collateral Security and Pledge Agreement (ABL)

SCHEDULE A

Trademarks and Trademark Registrations

Trademark	Owner	Filing/Registration Date	Status	Application/ Registration No.
U.S. Federal				
SLT	Sur La Table, Inc.	Filing Date 11/5/2001 Reg. Date 8/13/2002	Registered	Appl. No. 76/333,942 Reg. No. 2,607,518
SOUS CHEF	Sur La Table, Inc.	Filing Date 12/9/1994 Reg. Date 12/31/1996	Renewed 12/31/2006	Appl. No. 74/608,826 Reg. No. 2,026,307
SUR LA TABLE	Sur La Table, Inc.	Filing Date 7/2/2001 Reg. Date 7/16/2002	Registered	Appl. No. 76/278,923 Reg. No. 2,594,235
SUR LA TABLE	Sur La Table, Inc.	Filing Date 6/27/2001 Reg. Date 6/1/2004	Registered	Appl. No. 76/278,027 Reg. No. 2,848,066
SUR LA TABLE	Sur La Table, Inc.	Filing Date 5/9/2007 Reg. Date 5/5/2009	Registered	Appl. No. 77/177,061 Reg. No. 3,616,611
SUR LA TABLE	Sur La Table, Inc.	Filing Date 12/7/1994 Reg. Date 2/11/1997	Renewed 2/11/2007	Appl. No. 74/609,240 Reg. No. 2,036,386
Sur La Table (stylized)	Sur La Table, Inc.	Filing Date 4/1/2005 Reg. Date 3/28/2006	Registered	Appl. No. 78/600,519 Reg. No. 3,073,426
Sur La Table (stylized)	Sur La Table, Inc.	Filing Date 2/24/2009 Reg. Date 9/8/2009	Registered	Appl. No. 77/677,603 Reg. No. 3,679,513
THE ART AND SOUL OF COOKING	Sur La Table, Inc.	Filing Date 11/7/2005 Reg. Date 10/3/2006	Registered	Appl. No. 78/748,776 Reg. No. 3,151,051

Trademark	Owner	Filing/Registration Date	Status	Application/ Registration No.
THE HARDWARE STORE FOR COOKS	Sur La Table, Inc.	Filing Date 6/2/2011	Pending	Appl. No. 85/336,772
THE POTRACK	Sur La Table, Inc.	Filing Date 4/2/2008	Pending	Appl. No. 77/438,368
THE POTRACK	Sur La Table, Inc.	Filing Date 4/2/2008 Reg. Date 10/19/2010	Registered	Appl. No. 77/980,115 Reg. No. 3,865,901
THINGS COOKS LOVE	Sur La Table, Inc.	Filing Date 9/28/2005 Reg. Date 8/12/2008	Registered	Appl. No. 78/722,456 Reg. No. 3,486,279
TIPS COOKS LOVE	Sur La Table, Inc.	Filing Date 2/23/2007 Reg. Date 6/28/2011	Registered	Appl. No. 77/114,929 Reg. No. 3,985,982
Canada				
SLT	Sur La Table, Inc.	Filing Date 11/19/2001 Reg. Date 9/29/2004	Registered	Appl. No. 1122725 Reg. No. TMA620995
SUR LA TABLE	Sur La Table, Inc.	Filing Date 4/4/1995 Reg. Date 9/1/1998	Registered	Appl. No. 0779513 Reg. No. TMA499871
European Community				
SUR LA TABLE	Sur La Table, Inc.	Filing Date 5/13/1996 Reg. Date 6/19/2002	Renewed 5/13/2006	Appl. No. 000254573 Reg. No. 000254573
Japan				
SUR LA TABLE	Sur La Table, Inc.	Filing Date 3/12/1996 Reg. Date 3/13/1998	Registered	Appl. No. 25284/1996 Reg. No. 4124148

SCHEDULE B

Specified Trademarks

Trademark or Service Mark	Filing/Registration Date	Application/Registration Number
SLT	Filing Date 11/5/2001 Reg. Date 8/13/2002	Appl. No. 76/333,942 Reg. No. 2,607,518
SUR LA TABLE	Filing Date 7/2/2001 Reg. Date 7/16/2002	Appl. No. 76/278,923 Reg. No. 2,594,235
SUR LA TABLE	Filing Date 6/27/2001 Reg. Date 6/1/2004	Appl. No. 76/278,027 Reg. No. 2,848,066
SUR LA TABLE	Filing Date 5/9/2007 Reg. Date 5/5/2009	Appl. No. 77/177,061 Reg. No. 3,616,611
SUR LA TABLE	Filing Date 12/7/1994 Reg. Date 2/11/1997	Appl. No. 74/609,240 Reg. No. 2,036,386
Sur La Table (stylized)	Filing Date 4/1/2005 Reg. Date 3/28/2006	Appl. No. 78/600,519 Reg. No. 3,073,426
Sur La Table (stylized)	Filing Date 2/24/2009 Reg. Date 9/8/2009	Appl. No. 77/677,603 Reg. No. 3,679,513

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