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
WILTON INDUSTRIES, INC.		07/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON, as Collateral Agent
Street Address:	600 East Las Colinas Blvd., Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	85341948	STRETCHY CUTTERS
Serial Number:	85314042	COFFEE CAB
Serial Number:	85337095	CAKESCAPE
Serial Number:	85327390	COFFEE CAB ROLLING COUNTERTOP APPLIANCE STAND
Serial Number:	85304969	INCREDIBLE ICER
Serial Number:	85304997	SHAPE SHIFTERS SILICONE CUTTERS SET
Serial Number:	85339581	WILTON
Serial Number:	85337200	CANDY DIPS
Serial Number:	85357707	DECORATE SMART
Serial Number:	85313019	COLOR-N-SWIRL ICING KIT
Serial Number:	85335961	BREW VIEW
Serial Number:	85341790	ICING MADE EASY JUST GIVE IT A SQUEEZIE!
Serial Number:	85304985	CREATE-N-COLOR FONDANT TREAT KIT
Serial Number:	85348788	BUCCANEER

OP $440.00 85341948

Serial Number:	85328606	INCREDIBLE ICING SQUEEZIE
Serial Number:	85342895	OVEN RIGHT TOASTER OVEN BAKEWARE
Serial Number:	85342885	SMART HOLD HANDLE

CORRESPONDENCE DATA

Fax Number: (212)564-6083

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

Phone: (212) 947-7200

Email: jdougherty@nationalcorp.com

Correspondent Name: Joseph Dougherty

Address Line 1: National Corporate Research

Address Line 2: 10 E. 40th Street, 10th FL

Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	N341194
NAME OF SUBMITTER:	Janelle Telesford
Signature:	/Janelle Telesford/
Date:	08/10/2011

Total Attachments: 3

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Trademark Security Agreement

Trademark Security Agreement, dated as of July 1, 2011, by Wilton Industries, Inc., a Delaware corporation, (the "Pledgor") in favor of The Bank of New York Mellon, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, each Pledgor is a party to a Security Agreement dated as of August 1, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all proceeds of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

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SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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

Very truly yours,

WILTON INDUSTRIES, INC.

By: _____
Mary Cushing Merfeld
Chief Financial Officer/
President, Operations

Accepted and Agreed:
The Bank of New York Mellon,
As Collateral Agent

By: _____
Name: MELINDA VALENTINE
Title: VICE PRESIDENT

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SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

WILTON INDUSTRIES, INC.

Trademark	Status	Appl No	Appl Date
Stretchy Cutters design	Pending	85341948	09-Jun-11
Coffee Cab	Pending	85314042	06-May-11
Cakescape	Pending	85337095	03-Jun-11
Coffee Cab Rolling Countertop Appliance Stand	Pending	85327390	23-May-11
Incredible Icer	Pending	85304969	26-Apr-11
Shape Shifters Silicone Cutters Set	Pending	85304997	26-Apr-11
Wilton	Pending	85339581	07-Jun-11
Candy Dips	Pending	85337200	03-Jun-11
Decorate Smart	Pending	85357707	28-Jun-11
Color-N-Swirl Icing Kit	Pending	85313019	05-May-11
Brew View	Pending	85335961	02-Jun-11
Icing Made Easy Just Give it a Squeezie!	Pending	85341790	09-Jun-11
Create-N-Color Fondant Treat Kit	Pending	85304985	26-Apr-11
Buccaneer	Pending	85348788	17-Jun-11
Incredible Icing Squeezie	Pending	85328606	24-May-11
Oven Right	Pending	85342895	10-Jun-11
Smart Hold	Pending	85342885	10-Jun-11