

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
abc/LTD Group, L.P.		08/29/2011	LIMITED PARTNERSHIP: DELAWARE
LTD Commodities LLC		08/29/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cole Taylor Bank, as Agent
Street Address:	225 W. Washington Street
Internal Address:	8th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	85291984	PROVIDING AROUND THE WORLD VALUES SINCE 1963
Serial Number:	85291957	LTD COMMODITIES
Serial Number:	85295096	ABC DISTRIBUTING
Serial Number:	78194921	LTD COMMODITIES, LLC
Serial Number:	78194891	LTD COMMODITIES LLC
Serial Number:	78175441	LTD COMMODITIES, INC.
Serial Number:	77400044	ABC
Serial Number:	77398044	LTD
Serial Number:	75521624	LTD COMMODITIES
Serial Number:	76487796	ABI-B-COOL
Serial Number:	76477932	ABC DISTRIBUTING

OP \$490.00 85291984

Serial Number:	76477920	ABC DISTRIBUTING
Serial Number:	76420004	
Serial Number:	76420003	
Serial Number:	75335566	THE LAKESIDE COLLECTION
Serial Number:	74410668	ABC DISTRIBUTING, INC.
Serial Number:	74357821	ABC DISTRIBUTING HOLIDAY GIFT COLLECTION
Serial Number:	73690064	CAROLYN COSMETIQUE
Serial Number:	73435597	ABC

CORRESPONDENCE DATA

Fax Number: (312)920-3689
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.750.8883
Email: agott@mcguirewoods.com
Correspondent Name: Allison W. Gott, McGuireWoods LLP
Address Line 1: 77 W. Wacker Drive
Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

NAME OF SUBMITTER:	Allison Gott
Signature:	/Allison Gott/
Date:	09/02/2011

Total Attachments: 15
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") dated as of August 29, 2011 is among abc/LTD Group, L.P., LTD Commodities LLC (collectively, the "Debtors" and individually each a "Debtor") and Cole Taylor Bank ("Cole Taylor"), in its capacity as Agent (as defined below) for the Banks (as defined below).

WITNESSETH:

WHEREAS, the Debtors, various financial institutions (the "Banks") and Cole Taylor, as Agent for the Banks (in such capacity, the "Agent"), are parties to a Credit Agreement dated as of August 29, 2011 (as amended, restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the obligations of the Debtors in respect of the Credit Agreement and the other Related Agreements are to be secured pursuant to this Agreement;

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

I. Definitions. When used herein, (a) the terms Account, Account Debtor, Certificated Security, Chattel Paper, Commodity Account, Commodity Contract, Deposit Account, Document, Equipment, Fixture, Goods, Instrument, Inventory, Investment Property, Security, Security Entitlement, Securities Account and Uncertificated Security have the respective meanings assigned to such terms in the UCC (as defined below), (b) capitalized terms used but not defined have the respective meanings assigned to such terms in the Credit Agreement, (c) the term "including" means "including without limiting the generality of the foregoing" and (d) the following terms have the following meanings (such definitions to be applicable to both the singular and plural forms of such terms):

Agent - see the recitals.

Agreement - see the introductory paragraph.

Assignee Deposit Account - see Section 4.

Banks - see the recitals.

Cole Taylor - see the introductory paragraph.

Collateral means, with respect to any Debtor, all property and rights of such Debtor in which a security interest is granted hereunder.

Computer Hardware and Software means, with respect to any Debtor, all of the following, whether now or hereafter owned, licensed or leased by such Debtor: (i) all computer and other electronic data processing hardware, including all integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card

readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers and accessories and all peripheral devices and other related computer hardware; (ii) all software programs designed for use on the computers and electronic data processing hardware described in clause (i) above, including all operating system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) all firmware associated with the foregoing; and (iv) all documentation for the hardware, software and firmware described in clauses (i), (ii) and (iii) above, including flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

Credit Agreement - see the recitals.

Debtor and Debtors - see the introductory paragraph.

General Intangibles means, with respect to any Debtor, all of such Debtor's "general intangibles" as defined in the UCC and, in any event, includes all of such Debtor's trademarks, trade names, patents, copyrights, trade secrets, customer lists, inventions, designs, software programs, mask works, goodwill, registrations, licenses, franchises, tax refund claims, guarantee claims, security interests, interests in limited liability companies and rights to indemnification.

Intellectual Property means all past, present and future: trade secrets and other proprietary information; trademarks, service marks, business names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights (including copyrights for computer programs) and copyright registrations or applications for registrations which have heretofore been or may hereafter be issued throughout the world and all tangible property embodying the copyrights; unpatented inventions (whether or not patentable); patent applications and patents; industrial designs, industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom; mask works, books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

Liabilities means, with respect to any Debtor, all Debt and obligations of such Debtor to the Agent or any Bank, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, which arise under the Credit Agreement or any other Related Agreement (including with respect to Letters of Credit and **[Secured Cash Management Agreements]**), as the same may be amended, modified, extended or renewed from time to time.

Non-Tangible Collateral means, with respect to any Debtor, collectively, such Debtor's Accounts and General Intangibles.

Permitted Liens - see Section 3.

UCC means the Uniform Commercial Code as in effect from time to time in the State of Illinois.

2. Grant of Security Interest. As security for the payment of all of its Liabilities, each Debtor hereby assigns, pledges and conveys to the Agent for the benefit of the Banks, and grants to the Agent for the benefit of the Banks a continuing security interest in, all of such Debtor's right, title and interest in all of the following, whether now or hereafter existing or acquired:

- (i) Accounts;
- (ii) Chattel Paper;
- (iii) Computer Hardware and Software and all rights with respect thereto, including any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;
- (iv) Deposit Accounts;
- (v) Documents;
- (vi) General Intangibles;
- (vii) Goods (including all of its Equipment, Fixtures and Inventory), together with all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;
- (viii) Instruments, together with all guaranties thereof and security therefor;
- (ix) Intellectual Property;
- (x) Investment Property (including Commodity Accounts, Commodity Contracts, Securities (whether Certificated Securities or Uncertificated Securities), Security Entitlements and Securities Accounts);
- (xi) money (of every jurisdiction whatsoever); and
- (xii) to the extent not included in the foregoing, other personal property of any kind or description;

together with such Debtor's right, title and interest in all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to any of the foregoing, all claims and/or insurance proceeds arising out of any loss, nonconformity or interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, and all proceeds, products,

offspring, rents, issues, profits and returns of and from, and all distributions on and rights arising out of, any of the foregoing.

3. Warranties. Each Debtor warrants that: (i) no financing statement (other than any which may have been filed on behalf of the Agent or in connection with Liens expressly permitted by the Credit Agreement (“Permitted Liens”)) covering any of the Collateral is on file in any public office; (ii) such Debtor is and will be the lawful owner of all Collateral, free of all liens and claims whatsoever, other than (A) the security interest hereunder and (B) Permitted Liens, with full power and authority to execute this Agreement and perform such Debtor’s obligations hereunder, and to subject the Collateral to the security interest hereunder; (iii) all written information with respect to Collateral and Account Debtors set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by such Debtor to the Agent or any Bank will be true and correct in all material respects as of the date furnished; (iv) such Debtor’s true legal name as registered in the jurisdiction in which such Debtor is organized, jurisdiction of organization, federal employer identification number, organizational identification number, if any, as designated by the state of its organization, chief executive office and principal place of business are as set forth on Schedule I hereto (and such Debtor has not had its chief executive office or principal place of business in any other jurisdiction at any time after January 1, 2001); (v) except as disclosed on Schedule II hereto, such Debtor is not now known and during the five years preceding the date hereof has not previously been known by any trade name; (vi) except as disclosed on Schedule II hereto, during the five years preceding the date hereof such Debtor has not been known by any legal name different from the one set forth on the signature page of this Agreement nor has such Debtor been the subject of any merger or other corporate reorganization; and (vii) Schedule III hereto contains a complete listing of all of such Debtor’s Intellectual Property which has been registered under any registration statute.

4. Collections, etc. Until such time during the existence of an Event of Default as the Agent shall notify such Debtor of the revocation of such power and authority, each Debtor (a) may, in the ordinary course of its business, at its own expense, sell, lease or furnish under contracts of service any of the Inventory normally held by such Debtor for such purpose, use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by such Debtor for such purpose, and use, in the ordinary course of its business (but subject to the terms of the Credit Agreement), the cash proceeds of Collateral and other money which constitutes Collateral, (b) will, at its own expense, endeavor to collect, as and when due, all amounts due under any of the Non-Tangible Collateral and (c) may grant, in the ordinary course of business, to any party obligated on any of the Non-Tangible Collateral, any rebate, refund or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of Goods, the sale or lease of which shall have given rise to such Non-Tangible Collateral. The Agent, however, may, at any time an Event of Default exists, whether before or after any revocation of such power and authority or the maturity of any of the Liabilities, notify any party obligated on any of the Non-Tangible Collateral to make payment to the Agent of any amount due or to become due thereunder and enforce collection of any of the Non-Tangible Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon request of the Agent during the existence of an Event of Default, each Debtor will, at its own expense, notify all

parties obligated on any of the Non-Tangible Collateral to make payment to the Agent of any amounts due or to become due thereunder.

Upon request by the Agent during the existence of an Event of Default, each Debtor will forthwith, upon receipt, transmit and deliver to the Agent, in the form received, all cash, checks, drafts and other instruments or writings for the payment of money (properly endorsed, where required, so that such items may be collected by the Agent) which may be received by such Debtor at any time in full or partial payment or otherwise as proceeds of any of the Collateral. Except as the Agent may otherwise consent in writing, any such items which may be so received by any Debtor during the existence of an Event of Default will not be commingled with any other of its funds or property, but will be held separate and apart from its own funds or property and upon express trust for the Agent until delivery is made to the Agent. Each Debtor will comply with the terms and conditions of any consent given by the Agent pursuant to the foregoing sentence.

During the existence of an Event of Default, all items or amounts which are delivered by any Debtor to the Agent on account of partial or full payment or otherwise as proceeds of any of the Collateral shall be deposited to the credit of a deposit account (each an "Assignee Deposit Account") of such Debtor maintained with the Agent, as security for payment of the Liabilities. No Debtor shall have any right to withdraw any funds deposited in the applicable Assignee Deposit Account. The Agent may, from time to time, in its discretion, and shall upon request of the applicable Debtor made not more than once in any week, apply all or any of the then balance, representing collected funds, in the Assignee Deposit Account, toward payment of the Liabilities, whether or not then due, in such order of application as the Agent may determine, and the Agent may, from time to time, in its discretion, release all or any of such balance to the applicable Debtor.

During the existence of an Event of Default, the Agent is authorized to endorse, in the name of the applicable Debtor, any item, howsoever received by the Agent, representing any payment on or other proceeds of any of the Collateral.

No Debtor shall maintain any Deposit Account or deposit any item or amount in any Deposit Account, except (i) Deposit Accounts maintained with the Agent or any Bank and (ii) Deposit Accounts as to which such Debtor, the Agent and the depository bank have entered into an agreement that the depository bank will comply with instructions originated by the Agent directing disposition of the funds in the account without further consent by such Debtor.

5. Certificates, Schedules and Reports. Each Debtor will from time to time, as the Agent may reasonably request, deliver to the Agent such schedules, certificates and reports respecting all or any of the Collateral at the time subject to the security interest hereunder, and the items or amounts received by such Debtor in full or partial payment of any of the Collateral. Any such schedule, certificate or report shall be executed by a duly authorized officer of such Debtor and shall be in such form and detail as the Agent may reasonably specify. Each Debtor shall promptly notify the Agent of the occurrence of any event causing any loss or depreciation in the value of its Inventory or other Goods which is material to the Debtors and their Subsidiaries taken as a whole, and such notice shall specify the amount of such loss or depreciation.

6. Agreements of the Debtors. Each Debtor will (a) upon request of the Agent, execute (to the extent applicable) and deliver such financing statements and other documents (and pay the cost of filing or recording the same in all public offices reasonably deemed appropriate by the Agent) and do such other acts and things (including delivery to the Agent of any Instruments or Certificated Securities which constitute Collateral), all as the Agent may from time to time reasonably request, to establish and maintain a valid security interest in the Collateral (free of all other Liens and rights of third parties whatsoever, other than Permitted Liens) to secure the payment of the Liabilities (and each Debtor hereby authorizes the Agent to file any financing statement without its signature, to the extent permitted by applicable law, and/or to file a copy of this Agreement as a financing statement in any jurisdiction); (b) not change its state of organization or its name, identity or organizational structure such that any financing statement filed to perfect the Agent's security interests under this Agreement would become seriously misleading, unless such Debtor shall have given the Agent not less than 30 days' prior notice of such change (provided that this Section 6(b) shall not be deemed to authorize any change or transaction prohibited under the Credit Agreement); (c) keep its records concerning the Non-Tangible Collateral in such a manner as will enable the Agent or its designees to determine at any time the status of the Non-Tangible Collateral; (d) furnish the Agent such information concerning such Debtor, the Collateral and the Account Debtors as the Agent may from time to time reasonably request; (e) permit the Agent and its designees, from time to time, on reasonable notice and at reasonable times and intervals during normal business hours (or at any time without notice during the existence of an Event of Default) to inspect such Debtor's Inventory and other Goods, and to inspect, audit and make copies of and extracts from all records and all other papers in the possession of such Debtor pertaining to the Collateral and the Account Debtors, and will, upon request of the Agent during the existence of an Event of Default, deliver to the Agent all of such records and papers; (f) upon request of the Agent, stamp on its records concerning the Collateral and add on all Chattel Paper constituting a portion of the Collateral, a notation, in form satisfactory to the Agent, of the security interest of the Agent hereunder; (g) except as permitted by the Credit Agreement, not sell, lease or assign, or create or permit to exist any Lien (other than Permitted Liens) on any Collateral; (h) at all times keep all its Inventory and other Goods insured under policies maintained with reputable, financially sound insurance companies against loss, damage, theft and other risks to such extent as is customarily maintained by companies similarly situated, and cause all such policies to provide that loss thereunder shall be payable to the Agent as its interest may appear (it being understood that (A) so long as no Event of Default exists, the Agent shall deliver any proceeds of such insurance which may be received by it to such Debtor and (B) whenever an Event of Default exists, the Agent may apply any proceeds of such insurance which may be received by it toward

payment of the Liabilities, whether or not due, in such order of application as the Agent may determine) and such policies or certificates thereof shall, if the Agent so requests, be deposited with or furnished to the Agent; (i) upon request of the Agent, (i) cause to be noted on the applicable certificate, in the event any of its Equipment is covered by a certificate of title, the security interest of the Agent in the Equipment covered thereby and (ii) deliver all such certificates to the Agent or its designees; (j) take all steps reasonably necessary to protect, preserve and maintain all of its rights in the Collateral; (k) keep all of the tangible Collateral, Deposit Accounts and Investment Property in the continental United States, other than, in the ordinary course of business consistent with past practice, Inventory purchased by such Debtor in the possession of the seller thereof and in-transit Inventory; (l) keep its Inventory in good condition and repair and saleable in the ordinary course of business; (m) maintain all Equipment that is material to the operation of its business in good working order, ordinary wear and tear excepted; and (n) promptly upon any officer of such Debtor obtaining knowledge that such Debtor has acquired a commercial tort claim (as defined in Section 9-102 of the UCC), notify the Agent in a writing signed by such Debtor of the details of such commercial tort claim and grant to the Agent in such writing a security interest therein and in the proceeds thereof, with such writing to be in form and substance reasonably satisfactory to the Agent.

Any reasonable expenses incurred in protecting, preserving and maintaining any Collateral shall be borne by the applicable Debtor. Whenever an Event of Default exists, the Agent shall have the right to bring suit to enforce any or all of the Intellectual Property or licenses thereunder, in which event the applicable Debtor shall at the request of the Agent do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement and such Debtor shall promptly, upon demand, reimburse and indemnify the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this Section 6, except to the extent any of the foregoing are determined in a final judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Agent. Notwithstanding the foregoing, the Agent shall have no obligations or liabilities regarding the Collateral or any thereof by reason of, or arising out of, this Agreement.

7. Default.

(a) Whenever an Event of Default exists, the Agent may exercise from time to time all rights and remedies available to it under the UCC, under any other applicable law and as set forth below in this Section 7.

(b) Each Debtor agrees upon the occurrence of an Event of Default, (i) to assemble, at its expense, all its Inventory and other Goods (other than Fixtures) at a convenient place or places acceptable to the Agent, and (ii) at the Agent's request, to execute all such documents and do all such other things which may be necessary or desirable in order to enable the Agent or its nominee to be registered as owner of the Intellectual Property with any competent registration authority.

(c) Notice of the intended disposition of any Collateral may be given by first-class mail, hand-delivery (through a delivery service or otherwise), facsimile or E-mail, and shall be deemed to have been "sent" upon deposit in the United States mail with adequate postage properly affixed, upon delivery to an express delivery service or upon the electronic submission

through telephonic or internet services, as applicable. Each Debtor agrees and acknowledges that (i) with respect to Collateral that is: (A) perishable or threatens to decline speedily in value or (B) is of a type customarily sold on a recognized market (including Investment Property), no notice of disposition need be given; and (ii) with respect to Collateral not described in clause (i) above, notification sent after default and ten days before any proposed disposition provides notice with a reasonable time before disposition.

(d) Each Debtor agrees and acknowledges that a commercially reasonable disposition of Inventory, Equipment, Computer Hardware and Software or Intellectual Property may be by lease or license of, in addition to the sale of, such Collateral. Each Debtor further agrees and acknowledges that a disposition (i) made in the usual manner on any recognized market, (ii) at the price current in any recognized market at the time of disposition or (iii) in conformity with reasonable commercial practices among dealers in the type of property subject to the disposition shall, in each case, be deemed commercially reasonable.

(e) Any cash proceeds of any disposition by the Agent of any of the Collateral shall be applied by the Agent to payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and thereafter to the payment of any and all of the Liabilities in such order of application as the Agent may from time to time elect, and thereafter any surplus will be paid to the applicable Debtor or as a court of competent jurisdiction shall direct.

8. General. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as any applicable Debtor requests in writing, but failure of the Agent to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Agent to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by any Debtor, shall of itself be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

All notices and requests hereunder shall be in writing (including facsimile transmission) and shall be sent (i) if to the Agent, to its address shown on Schedule 14.3 to the Credit Agreement or such other address as it may, by written notice to ABC/LTD Partnership, have designated as its address for such purpose, and (ii) if to any Debtor, to its address shown on Schedule I hereto or to such other address as such Debtor may, by written notice to the Agent, have designated as its address for such purpose. Notices sent by facsimile transmission shall be deemed to have been given on the day when sent, with confirmation thereof (or, if such day is not a Business Day, on the next Business Day); notices sent by mail shall be deemed to have been given five (5) Business Days after the date when sent by registered or certified mail, postage prepaid; and notices sent by hand delivery or overnight courier shall be deemed to have been given when received.

Each Debtor agrees to pay all reasonable expenses (including reasonable attorneys' fees and legal expenses) paid or incurred by the Agent or any Bank following the occurrence of an Event of Default in endeavoring to collect the Liabilities of such Debtor, or any part thereof, and

in enforcing this Agreement against such Debtor, and such obligations will themselves be Liabilities.

No delay on the part of the Agent in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Agent of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

This Security Agreement shall remain in full force and effect until all Liabilities have been paid in full and all Commitments have terminated, at which time the Agent shall, upon request of a Debtor, and at such Debtor's expense, (i) execute and deliver to such Debtor such documents as such Debtor shall reasonably request to evidence such termination and the release of the security interest granted hereby and (ii) authorize such Debtor to file such releases as may be necessary to terminate of record the Agent's security interest in the Collateral. If at any time all or any part of any payment theretofore applied by the Agent or any Bank to any of the Liabilities is or must be rescinded or returned by the Agent or such Bank for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any Debtor or any other Person), such Liabilities shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Agent or such Bank, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by the Agent or such Bank had not been made.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within the State of Illinois (except to the extent that, pursuant to Illinois law, the perfection, the effect of perfection or nonperfection or the priority of any security interest granted hereunder may be determined in accordance with the laws of a different jurisdiction). Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

The rights and privileges of the Agent hereunder shall inure to the benefit of its successors and assigns.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER RELATED AGREEMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH

DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH DEBTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, TO THE ADDRESS OF ITS CHIEF EXECUTIVE OFFICE SET FORTH ON SCHEDULE I HERETO (OR SUCH OTHER ADDRESS AS IT SHALL HAVE SPECIFIED IN WRITING TO THE AGENT AS ITS ADDRESS FOR NOTICES HEREUNDER) OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. EACH DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

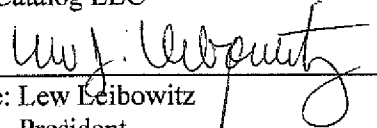
EACH OF EACH DEBTOR, THE AGENT AND (BY ACCEPTING THE BENEFITS HEREOF) EACH BANK HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR ANY OTHER RELATED AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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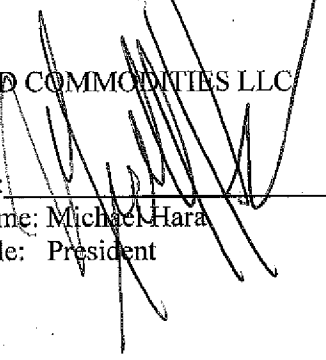
IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

abc/LTD GROUP, L.P.


By: LTD Catalog LLC

By: 
Name: Lew Leibowitz
Title: President

LTD COMMODITIES LLC

By: 
Name: Michael Hara
Title: President

COLE TAYLOR BANK,
as Agent

By: 
Name: MICHAEL D. SMITH
Title: ASST

SCHEDULE I
TO SECURITY AGREEMENT

REDACTED

SCHEDULE II
TO SECURITY AGREEMENT

REDACTED

SCHEDULE III
TO SECURITY AGREEMENT

LIST OF INTELLECTUAL PROPERTY – TRADEMARKS

<u>Licensed Trademarks</u>	<u>Serial #</u>	<u>Registration #</u>	<u>Filing Date</u>
PROVIDING AROUND THE WORLD VALUES SINCE 1963	85291984		4/11/2011
LTD COMMODITIES	85291957		4/11/2011
ABC DISTRIBUTING	85295096		4/14/2011
LTD COMMODITIES, LLC	78194921	2986121	12/16/2002
LTD COMMODITIES LLC	78194891	3259080	12/16/2002
LTD COMMODITIES, INC.	78175441	2927697	10/17/2002
ABC	77400044	3511516	2/19/2008
LTD	77398044	3511499	2/15/2008
LTD COMMODITIES	75521624	2409188	7/20/1998
ABI-B-COOL	76487796	2957540	2/4/2003
ABC DISTRIBUTING	76477932	2911448	12/23/2002
ABC DISTRIBUTING	76477920	2887254	12/23/2002
	76420004	2948855	6/14/2002
	76420003	2948854	6/14/2002
THE LAKESIDE COLLECTION	75335566	2432488	8/4/1997
ABC DISTRIBUTING, INC.	74410668	1831704	7/6/1993
ABC DISTRIBUTING HOLIDAY GIFT COLLECTION	74357821	1885664	2/11/1993
CAROLYN COSMETIQUE	73690064	1502758	10/16/1987
ABC	73435597	1578234	7/21/1983