

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
Sugartown Worldwide LLC		09/16/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	1349 W. Peachtree St., NW		
Internal Address:	Two Midtown Plaza, Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3923375	LILLY PULITZER	
Registration Number:	3931581	LILLY PULITZER	
Registration Number:	3958316	LP LP	
Registration Number:	3931627	XX LILLY	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5135		
Phone:	404-572-3493		
Email:	kosborne@kslaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Karen Osborne		
Address Line 1:	1180 Peachtree Street, NE		
Address Line 2:	King & Spalding, LLP		
Address Line 4:	Atlanta, GEORGIA 30309		

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TRADEMARK
REEL: 004633 FRAME: 0442

ATTORNEY DOCKET NUMBER:	40500.040001
NAME OF SUBMITTER:	Karen Osborne
Signature:	/Karen Osborne/
Date:	09/30/2011
<p>Total Attachments: 6 source=US Bank Trademark Security Agreement#page1.tif source=US Bank Trademark Security Agreement#page2.tif source=US Bank Trademark Security Agreement#page3.tif source=US Bank Trademark Security Agreement#page4.tif source=US Bank Trademark Security Agreement#page5.tif source=US Bank Trademark Security Agreement#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 16th day of September, 2011, among the Grantor or Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and U.S. Bank National Association, in its capacity as Collateral Agent for the Secured Parties (together with its successors, "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor (among others) executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of June 30, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's U.S. Trademarks listed on Schedule I hereto and the goodwill associated therewith; and

(b) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any U.S. Trademark or any breach of any license entered into in connection therewith.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral 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.

5. AUTHORIZATION TO SUPPLEMENT. Collateral Agent hereby authorizes Grantor unilaterally to modify this Agreement by amending Schedule I to include any future U.S. Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Senior Secured Note Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

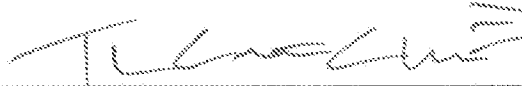
8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among

SunTrust Bank, as ABL Agent, U.S. Bank National Association, as Trustee and as Note Agent and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

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

SUGARTOWN WORLDWIDE LLC

By: 
Name: Thomas C. Chubb III
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent

By: _____
Name: Muriel Shaw
Title: Assistant Vice President

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

SUGARTOWN WORLDWIDE LLC

By: _____

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent

By: Muriel Shaw

Name: Muriel Shaw

Title: Assistant Vice President

Schedule I

U.S. Trademarks

Trademark	Registration Number
LILLY PULITZER	3923375
LILLY PULITZER	3931581
LP LP Monogram Design	3958316
XX LILLY	3931627