

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
MARVIN'S, INC.		09/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1688244	MARVIN'S	
CORRESPONDENCE DATA			
Fax Number:	(617)502-4041		
Phone:	6172484041		
Email:	rchase@choate.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:	Rachel Chase		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2009985-0021		
NAME OF SUBMITTER:	Rachel Chase		
Signature:	/rsc/		
Date:	09/30/2011		

OP \$40.00 1688244

Total Attachments: 4

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GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

September 30, 2011

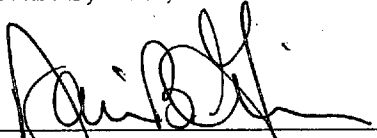
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MARVIN'S, INC., a Delaware corporation with its principal office at 7480 Parkway Drive, Suite 100, Leeds, Alabama 35094 (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association with offices at One Boston Place, 18th Floor, Boston, Massachusetts 02108 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of September 30, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

MARVIN'S, INC., as Grantor

By: 
Name: Darrin B. Gilliam
Title: Chief Executive Officer

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Grantee**

By: _____
Name: Cory Loftus
Title: Director

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

MARVIN'S, INC., as Grantor

By: _____

Name: Darrin B. Gilliam

Title: Chief Executive Officer

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**
as Grantee

By:  _____

Name: Cory Loftus

Title: Director

[Signature Page to Grant of Security Interest]

TRADEMARK
REEL: 004634 FRAME: 0152

SCHEDULE A

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
MARVIN'S	74163922	05/06/1991	1688244	05/19/1992