

**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
Olan Mills, Inc.		07/01/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Olan Mills II
Street Address:	735 Broad St.
Internal Address:	Suite 218
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37402
Entity Type:	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3747621	IMAGE/CONNECTIONS
Registration Number:	2213036	OLAN MILLS KIDS
Registration Number:	2420368	WATCH ME GROW
Registration Number:	1485653	OLAN MILLS
Registration Number:	1121625	THE NATION'S STUDIO
Registration Number:	1106891	OLAN MILLS
Registration Number:	1128027	CLUB PLAN
Registration Number:	0623514	OLAN MILLS

**CORRESPONDENCE DATA**

Fax Number: (615)244-6804  
 Phone: 615-850-8874  
 Email: justin.mcnaughton@wallerlaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**OP \$215.00 3747621**

Correspondent Name: Justin F. McNaughton  
Address Line 1: 511 Union Street  
Address Line 2: Suite 2700  
Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	025086.12652
NAME OF SUBMITTER:	Justin F. McNaughton
Signature:	/JUSTIN F. MCNAUGHTON/
Date:	09/30/2011

Total Attachments: 4  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2011, by Olan Mills, Inc. (the "Grantor") in favor of Olan Mills II, in his capacity as lender (the "Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof by and among Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loan and certain financial accommodations to the Grantor;

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, in furtherance of its obligations under the Loan Agreement and the Security Agreement, Grantor has agreed to execute and deliver to Lender 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 Loan Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's rights, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its trademarks and trade names to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and
  - (d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.
4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark licenses subject to a security interest hereunder.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Tennessee.

[Remainder of Page Intentionally Left Blank]

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.

**GRANTOR:**

**OLAN MILLS, INC.**




By: Laura H. Carden  
Name: Laura H. Carden  
Title: SVP-CFO

ACCEPTED AND ACKNOWLEDGED BY LENDER:

Oliver Mills II  
OLAN MILLS II

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
IMAGE/CONNECTIONS	Olan Mills, Inc.	3747621	02-09-2010
	Olan Mills, Inc.	2213036	12-22-1998
WATCH ME GROW	Olan Mills, Inc.	2420368	01-16-2001
	Olan Mills, Inc.	1485653	04-19-1988
THE NATION'S STUDIO	Olan Mills, Inc.	1121625	07-03-1979
<b>OLAN MILLS</b>	Olan Mills, Inc.	1106891	11-21-1978
<b>CLUB PLAN</b>	Olan Mills, Inc.	1128027	12-18-1979
	Olan Mills, Inc.	623514	03-20-1956