

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
The Marshall Retail Group, LLC		10/19/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GCI Capital Markets LLC, as Administrative Agent
Street Address:	c/o Golub Capital Incorporated, 551 Madison Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3206155	ALONG CAME A SPIDER
Registration Number:	3605268	BRATS
Registration Number:	3356061	CARINA
Registration Number:	3935639	LICK
Registration Number:	3938978	LICK WHAT COLOR IS YOUR TONGUE?
Registration Number:	3010993	MARSHALL · ROUSSO
Registration Number:	3013209	MARSHALL ROUSSO
Registration Number:	3040540	MISURA PER ME
Registration Number:	3509775	SATISFY MY SOLE
Registration Number:	2064742	WELCOME TO LAS VEGAS

CORRESPONDENCE DATA

Fax Number: (312)902-1061
 Phone: 312.577.8034

900205066

**TRADEMARK
 REEL: 004644 FRAME: 0666**

CH \$265.00 3206155

Email: oscar.ruiz@kattenlaw.com

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

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-50
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	10/19/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 19, 2011, is between **THE MARSHALL RETAIL GROUP, LLC**, a Delaware limited liability company (the "Grantor"), and **GCI CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties signatory thereto and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in all of its Collateral, including all right, title and interest of Grantor in, to the Trademark Collateral (as hereinafter defined), to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure payment of the Obligations, a continuing security interest in all of Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications set forth on **Schedule 1** annexed hereto;
- (2) all goodwill of the business associated with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration

referred to in **Schedule 1** annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

Notwithstanding anything to the contrary set forth in this Trademark Security Agreement, no security interest, lien or mortgage in and to, or right of setoff against and collateral assignment of, is granted in any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been accepted (but only until such statement is accepted).


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. In the event of any conflict between any provision of this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement will control.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

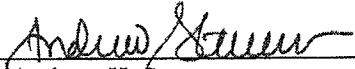
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**THE MARSHALL RETAIL GROUP,
LLC**, a Delaware limited liability company

By: 
Name: Michael C. Wilkins
Title: President, CEO

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company, as Administrative Agent

By: 
Name: Andrew H. Steuerman
Title: Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 004644 FRAME: 0671

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>
Along Came a Spider	3,206,155	2/6/07
Brats (and color design)	3,605,268	4/14/09
Carina (stylized)	3,356,061	12/18/07
Lick	3,935,639	3/22/11
Lick What Color is Your Tongue? (stylized and/or with design)	3,938,978	3/29/11
Marshall Rousso (and design)	3,010,993	11/1/05
Marshall Rousso	3,013,209	11/8/05
Misura Per Me (and design)	3040540	1/10/06
Satisfy My Sole	3,509,775	10/18/07
Welcome to Las Vegas	2,064,742	9/30/08

U.S. TRADEMARK APPLICATIONS

None.