

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Totes Isotoner Corporation	FORMERLY Totes, Inc.	09/01/2011	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	National Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3253540	HANDGINEERS	
Registration Number:	2931930	SNOWGLORY	
Registration Number:	3526230	MANZELLA	
Registration Number:	1425341	MANZELLA	
Serial Number:	85175525	TOUCH TIP	
CORRESPONDENCE DATA			
Fax Number:	(917)777-3906		
Phone:	(212) 735-3906		
Email:	Faith.Robinson@skadden.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:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Attn: John Deming, Esq.		
Address Line 2:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		

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 REEL: 004649 FRAME: 0224

ATTORNEY DOCKET NUMBER:	217730/2034
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	10/27/2011
<p>Total Attachments: 7</p> <p>source=TM Sec Agreement (2nd Lien) - Totes Isotoner Corp to Credit Suisse AG, Cayman Islands Branch 9-1-11#page1.tif</p> <p>source=TM Sec Agreement (2nd Lien) - Totes Isotoner Corp to Credit Suisse AG, Cayman Islands Branch 9-1-11#page2.tif</p> <p>source=TM Sec Agreement (2nd Lien) - Totes Isotoner Corp to Credit Suisse AG, Cayman Islands Branch 9-1-11#page3.tif</p> <p>source=TM Sec Agreement (2nd Lien) - Totes Isotoner Corp to Credit Suisse AG, Cayman Islands Branch 9-1-11#page4.tif</p> <p>source=TM Sec Agreement (2nd Lien) - Totes Isotoner Corp to Credit Suisse AG, Cayman Islands Branch 9-1-11#page5.tif</p> <p>source=TM Sec Agreement (2nd Lien) - Totes Isotoner Corp to Credit Suisse AG, Cayman Islands Branch 9-1-11#page6.tif</p> <p>source=TM Sec Agreement (2nd Lien) - Totes Isotoner Corp to Credit Suisse AG, Cayman Islands Branch 9-1-11#page7.tif</p>	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Trademark Security Agreement") among TOTES ISOTONER CORPORATION, an Ohio corporation with offices located at 9655 International Boulevard, Cincinnati, Ohio 45246, formerly known as Totes, Inc. (the "Borrower"), and the Guarantors from time to time party hereto (the "Guarantors"), as pledgors, assignors and debtors (the Borrower, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Grantors," and each, a "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a Swiss national bank with offices located at 11 Madison Avenue, New York, New York 10010 ("Credit Suisse"), in its capacity as collateral agent pursuant to the Credit Agreement (as hereinafter defined), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"). Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

WHEREAS, the Borrower, TOTES ISOTONER HOLDINGS CORP., a Delaware corporation ("Parent"), TOTES HOLDINGS, INC., a Delaware corporation ("Holdings"), the Guarantors, Credit Suisse, acting through its Cayman Islands Branch, as administrative agent (the "Administrative Agent"), the Collateral Agent and the lending institutions listed therein (the "Lenders") have, in connection with the execution and delivery of the Security Agreement, entered into that certain Credit Agreement (Second Lien Term), dated as of July 8, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Lenders have entered into that certain Intercreditor Agreement dated as of July 8, 2011 by and among Parent, Holdings, the Borrower, the subsidiary guarantors party thereto, and the Administrative Agent, amongst others, (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement")

WHEREAS, the Grantors are parties to a Security Agreement dated as of July 8, 2011 (as amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement; and

WHEREAS, under the terms of the Security Agreement, as collateral security for the payment in full of all the Secured Obligations, each Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Grantor in, to and under the Pledged Collateral, wherever located and whether now existing or hereafter arising or acquired from time to time, including the Intellectual Property Collateral, including the Trademarks (as defined below) and the Trademark Licenses (as defined below).

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Grant of Security. As collateral security for the payment in full of all the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Grantor in, to and under all of the following Pledged Collateral, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

(a) all U.S. and foreign trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including but not limited to the trademarks and applications for any of the foregoing listed in Schedule A hereto, together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) proceeds thereof, including, without limitation, all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilution or other violation thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilution or other violation thereof ("Trademarks");

(b) all license and distribution agreements with, and covenants not to sue, any other party with respect to, or any other agreement pursuant to which any such Grantor receives or grants any rights in, to or under, any Trademark or any other trademark whether such Grantor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) proceeds thereof, including, without limitation, all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or other violations thereof, (iii) rights to sue for past, present and future infringements or other violations thereof and (iv) other rights to use, exploit or practice any or all of the Trademarks or any other trademark ("Trademark Licenses"); and

(c) to the extent not covered by the foregoing, (i) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and, except as otherwise provided in the Credit Agreement, any and all Proceeds of

any insurance, indemnity, warranty or guaranty payable to such Grantor from time to time with respect to any of the foregoing, and (ii) the goodwill connected with such Grantor's business including all goodwill connected with the use of and symbolized by any of the foregoing in which such Grantor has any interest.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Trademark Security Agreement shall not extend to (i) any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), (x) except to the extent there is a change in law such that granting a lien in such Trademark application prior to such filing would not adversely affect the enforceability or validity of such Trademark application, and (y) provided that any such Trademark applications shall automatically be included in the Collateral upon the filing of acceptable evidence of use of such Trademark, and (ii) any Trademark Collateral, including without limitation, intent-to-use trademark applications as provided in (i) above, for which the creation by a Grantor of a security interest therein is prohibited without the consent of a third party (to the extent such consent is not) obtained or by law (other than to the extent that any restriction on such assignment would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) or any relevant jurisdiction or any other applicable law).

SECTION 2. Security for Obligations. The grant of a lien on and security interest in, the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment in full and performance of all the Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

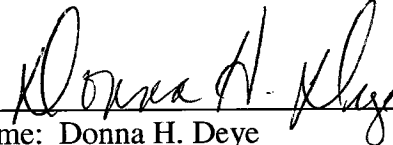
SECTION 6. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 7. Termination. When all the Secured Obligations have been paid in full (other than inchoate indemnity obligations) and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement and the Intercreditor Agreement, this Trademark Security Agreement shall terminate. Upon termination of this Trademark Security Agreement the Trademark Collateral shall be released from lien and security interest pledged and granted herein.

SECTION 8. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

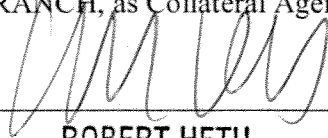
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.


TOTES ISOTONER CORPORATION

By: 
Name: Donna H. Deye
Title: SVP & CFO

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By: 
Name: ROBERT HETU
Title: MANAGING DIRECTOR

By: 
Name: Rahul Parmar
Title: Associate

Schedule A to Trademark Security Agreement

Mark	Application/ Registration No.	Status	Goods/Services	Owner of Record
TOUCH TIP	85/175,525	Pending	Outdoor Gloves	totes Isotoner Corporation
HANDGINEERS	3,253,540	Reg.	Wholesale distributorships and on- line retail store services featuring gloves	totes Isotoner Corporation
SNOWGLORY	2,931,930	Reg.	Gloves, mittens, headbands, and hats	totes Isotoner Corporation
MANZELLA	3,526,230	Reg.	Gloves	totes Isotoner Corporation
MANZELLA	1,425,341	Reg.	Gloves	totes Isotoner Corporation