rm PTO-1594 (Rev. 06/04)		United States Patent	and Trademark Office	
//B Callection 0651-0027 (ex.p. 6/30/20	HECORDATION:	ORM COVER SHEET		
	TRADEM	ARKS ONLY	eles) halow	
To the director of the U.S.	Patent and Trademark Office: Plea	ase record the attached documents or the new address  2. Name and address of receiving party(les)	10(Da) Dalaw.	
Name of conveying party(les)/Execution Date(s):		Additional names, addresses, or citizenship attached?	☐ Yes	
Utrecht Manufacturing Corporation			⊠ No	
		Name: JPMorgan Chase Bank, N.A.		
		Internal		
	☐Association	Address:		
Individual(s)	☐Limited Partnership	Street Address:270 Park Avenue		
□General Partnership ⊠Corporation-State	Principalitation of a permission of the	City: New York		
Other:		State:NY		
Citizenship (see guidelines)	<u>Delaware</u>	Country: USA Zip: 100	17	
Execution Date(s) October 31		Country.com		
Additional names of conveying	ng parties attached? 🔲 Yes 🗵 No			
3. Nature of conveyance:		General Partnership Citizenship		
	☐ Meroor	Limited Partnership Citizenship		
Assignment	Merger  Change of Name	Corporation Citizenship		
Security Agreement  Other Grant of Trademark		☐ Other ☐ Citizenship		
		If assignee is not domiciled in the United States, a domestic representative designation is attached.   Yes  No		
		(Designations must be a separate document from	assignment)	
4. Application number(s) of	r registration number(s) and ide o.(s) SEE SCHEDULE A ANNEXEC	ntification or description of the Trademark.    B. Trademark Registration No.(s) SEE SCHEDUL	F A ANNEXED	
HERETO	(8) SEC SUREDUCE A ANNEXE	HERETO		
\$ 1000 1000 AND Table Substantial and once constrained may come your may come you can work the constrained and	- AND STATE	Additional sheet(s) attached?	⊠ Yes □No	
C. Identification or Description SEE SCHEDULE A ANNEXE	on of Trademark(s) (and Filing Date	e if Application or Registration Number is unknown)		
5. Name address of party to	o whom correspondence	6. Total number of applications and	F-8	
concerning document show Name: CT Lien Solutions	uld be mailed:	registrations involved:	10	
Internal Address: Attn: Susar	n O'Brien	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$265.00 Authorized to be charged by credit card	1( )	
Street Address: 187 Wolf Ro	oad, Suite 101	Authorized to be charged to deposit account		
City: Albany		☐ Enclosed		
	71m - 4 ለለለተ	8. Payment Information:	• • • • • •	
State: NY	Zlp: <u>12205</u>	a. Credit Card Last 4 Numbers	1040	
Phone Number: 800-342-36	<u>76</u>	Expiration Date	10113	
Fax Number: <u>800-962-7049</u>		b. Deposit Account Number		
Email Address; cls-udsalban	ny@wolterskluwer.com	Authorized User Name:		
9. Signature:	John 11 grale	- 1/.	2/11	
	) Signature //	Total number of pages		
	John K. Sorock	sheet, attachments, and	d document. 🛭	
	Name of Person Signing			

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

#### Schedule A

Mark 1	Serial No.	- Finel .	- Res. No.		Droper of Record
ARTSMART	78/408,919	2004-04-27	3,074,523	2006-03- 28	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
master's series	78/460,268	2004-08-02	3,088,657	2006-05- 02	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
Miscellaneous Design	75/546,067	1 <b>998-</b> 09-01	2,466,111	2001-07-	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512
PRIMARY ARTIST and Design*	76/204,307	2001-02-05	2,661,782	2002-12- 17	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
STUDIO SERIES	78/289,207	2003-08-19	2,874,879	2004-08- 17	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
SUPREME PROFESSIONAL QUALITY UTRECHT and Design*	75/324,049	1997-07-14	2,330,580	2000-03-	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NY 08512
THE TRUSTED RESOURCE	77/096,861	2007-02-01	3,333,834	2007-11-	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
U-SAVE! and Design*	78/267,264	2003-06-26		2005-02- 22	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
UTRECHT	75/307,350	1997-06-12	2,337,034	2000-04- 04	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512

TRADEMARK

REEL: 004654 FRAME: 0951

Mark	Serial No.	Filed	Owner of Record
UTRECHT and Design	85/430,395	2011-09-23	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512

<sup>\*</sup>May be abandoned in the future.

### GRANT OF TRADEMARK SECURITY INTEREST

GRANT OF TRADEMARK SECURITY INTEREST ("Grant"), dated as of October 31, 2011, by and between Utrecht Manufacturing Corporation, a Delaware corporation ("Grantor"), in favor of JPMorgan Chase Bank, N.A. (the "Lender").

#### WITNESSETH:

WHEREAS, Grantor, certain of its Affiliates and the Lender are entering into a Credit Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "Credit Agreement");

WHEREAS, Grantor, certain of its Affiliates and the Lender are entering into a Pledge and Security Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "Security Agreement") in order to induce the Lender to enter into and extend credit to Grantor and certain of its Affiliates under the Credit Agreement and to secure the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is executing and delivering to the Lender this Grant for filing with the United States Patent and Trademark Office:

NOW, THEREFORE, in consideration of the premises and the 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 Credit Agreement or, if not defined therein, in the Security Agreement.
- 2. Grant of Security Interest in Trademarks. Grantor hereby grants to the Lender a security interest in all of its right, title and interest in, to and under all of Grantor's presently existing or hereafter acquired Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.
- 3. Security Agreement. The security interest granted pursuant to this Grant is granted in conjunction with, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks and related Collateral 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.

[Signature pages follow]

1974968.3

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

# UTRECHT MANUFACTURING CORPORATION

Name: Michael Ippolito

Title: President

[Signatures continue on next page]

Grant of Trademark Security Interest

# [Signatures continued from previous page]

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,

as Lender

Name: Thomas G. Williams

Title: Vice President

Grant of Trademark Security Interest

# ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK	) ) ss.
known, who, being by me	f October, 2011, before me personally came Michael Ippolite me duly sworn, did depose and say that he is the of Utrecht Manufacturing Corporation, the corporation ecuted the foregoing instrument, and that he is authorized to execute of said company.
	Notary Public

DAWN M KAPALSKI
Notary Public
State of New Jersey
My Commission Expires (6/20/13

#### Schedule A

Mark	Serial No.	Filed	Reg. No.	Issned	Owner of Record
ARTSMART	78/408,919	2004-04-27	3,074,523	2006-03- 28	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
MASTER'S SERIES	78/460,268	2004-08-02	3,088,657	2006-05 <b>-</b> 02	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
Miscellaneous Design	75/546,067	1998-09-01	2,466,111	2001-07-	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512
PRIMARY ARTIST and Design*	76/204,307	2001-02-05	2,661,782	2002-12-	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
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SUPREME PROFESSIONAL QUALITY UTRECHT and Design*	75/324,049	1997-07-14	2,330,580	2000-03-	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NY 08512
THE TRUSTED RESOURCE	77/096,861	2007-02-01	3,333,834	2007-11-	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
U-SAVE! and Design*	78/267,264	2003-06-26	2,928,302	2005-02- 22	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
UTRECHT	75/307,350	1997-06-12	2,337,034	2000-04- 04	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512

TRADEMARK

**REEL: 004654 FRAME: 0957** 

Mark	Serial No.	Filed	Owner of Record
UTRECHT and Design	85/430,395	2011-09-23	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512

<sup>\*</sup>May be abandoned in the future.

TRADEMARK REEL: 004654 FRAME: 0958

**RECORDED: 11/02/2011**