

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
MerchSource, LLC (as Grantor)		10/31/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation (as Grantee)
Street Address:	101 California Street
Internal Address:	Suite 1500
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	3232652	MERCH SOURCE
Registration Number:	3473563	BLUE HAT TOY COMPANY
Registration Number:	3474154	BLUE HAT TOY COMPANY
Registration Number:	3493282	SARAH PEYTON
Registration Number:	3541665	SHIFT3
Registration Number:	3587092	SHIFT3
Registration Number:	3603089	SARAH PEYTON
Registration Number:	3644843	FUN 2 SAVE
Registration Number:	3648649	WONDERWALL
Registration Number:	3648650	SPEEDSPINNER
Registration Number:	3648651	SPEEDBORG
Registration Number:	3740746	LITTLE TUNES
Registration Number:	3759005	VENGEANCE

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Registration Number:	3769214	U-VIDEO
Registration Number:	3779334	THE BLACK SERIES
Registration Number:	3786376	
Registration Number:	3827084	TEACH & TALK
Registration Number:	3858326	LOOKBOOK
Registration Number:	3881569	LITERATI
Registration Number:	3889022	THUNDER TUMBLER
Registration Number:	3992305	SHIFT3
Registration Number:	4004868	SARAH PEYTON
Registration Number:	4004869	BLUE HAT TOY COMPANY
Registration Number:	4004871	
Registration Number:	4004872	MERCHSOURCE THE ITEM COMPANY
Registration Number:	4005546	SP
Registration Number:	3732533	SARAH PEYTON
Registration Number:	4001150	LITERATI
Registration Number:	3962778	SARAH PEYTON
Registration Number:	3590091	LITTLE SHOTS
Registration Number:	2653156	GOURMET TRADITIONS
Serial Number:	85360518	TREEHAUS WOOD SHOPPE
Serial Number:	85360914	
Serial Number:	77713796	THE BLACK SERIES
Serial Number:	77713799	THE BLACK SERIES
Serial Number:	77713815	THE BLACK SERIES
Serial Number:	77713823	THE BLACK SERIES BY SHIFT3
Serial Number:	77893933	SARAH PEYTON
Serial Number:	77924082	SARAH PEYTON
Serial Number:	77946384	LIGHTBLAST
Serial Number:	85057318	THE BLACK SERIES
Serial Number:	85073833	LOOKBOOK
Serial Number:	85100062	PET'S PAD
Serial Number:	85287541	K&D
Serial Number:	85294299	
Serial Number:	85294300	TREEHAUS WOOD SHOPPE
Serial Number:	85294316	TREEHAUS WOOD SHOPPE

Fax Number: (310)277-4730
Phone: 310-551-9358
Email: aspiegel@mwe.com

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

Correspondent Name: Adam Spiegel
Address Line 1: 2049 Century Park East
Address Line 2: Suite 3800
Address Line 4: Los Angeles, CALIFORNIA 90067-3218

NAME OF SUBMITTER:	ADAM SPIEGEL
Signature:	/ADAM SPIEGEL/
Date:	11/09/2011

Total Attachments: 6
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source=Trademark Security Agreement 10.31.2011#page2.tif
source=Trademark Security Agreement 10.31.2011#page3.tif
source=Trademark Security Agreement 10.31.2011#page4.tif
source=Trademark Security Agreement 10.31.2011#page5.tif
source=Trademark Security Agreement 10.31.2011#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

A. Pursuant to the Credit Agreement, dated as of October 31, 2011 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among MerchSource, LLC, a Delaware limited liability company ("MerchSource"), and Cohesion Products LLC, a Delaware limited liability company (together, "the Borrowers"), MerchSource, as the borrower representative (in such capacity, the "Borrower Representative"), TSG Intermediate Limited, a company incorporated in Hong Kong with limited liability, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

B. Each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

C. All of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and

security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each 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 their Trademarks subject to a security interest hereunder.

Section 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.

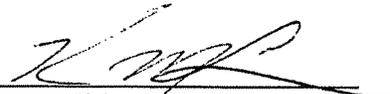
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

MERCHSOURCE, LLC,
as Grantor

By: 
Name: Kirk McLean
Title: Authorized Person

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each 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.

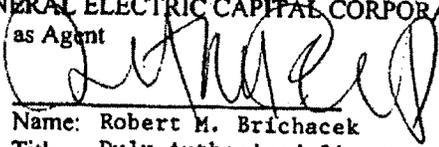
Very truly yours,

MERCHSOURCE, LLC,
as Grantor

By: _____
Name: Kirk McLean
Title: Authorized Person

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Robert M. Brichacek
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

	Registered Owner	Trademark	Registration Number	Registration Date
1.	MerchSource, LLC ¹	MERCH SOURCE	3232652	04/24/07
2.	MerchSource, LLC	BLUE HAT TOY COMPANY	3473563	07/22/08
3.	MerchSource, LLC	BLUE HAT TOY COMPANY	3474154	07/22/08
4.	MerchSource, LLC	SARAH PEYTON	3493282	08/26/08
5.	MerchSource, LLC	SHIFT3	3541665	12/02/08
6.	MerchSource, LLC	SHIFT3	3587092	03/10/09
7.	MerchSource, LLC	SARAH PEYTON	3603089	04/07/09
8.	MerchSource, LLC	FUN 2 SAVE	3644843	06/23/09
9.	MerchSource, LLC	WONDERWALL	3648649	06/30/09
10.	MerchSource, LLC	SPEEDSPINNER	3648650	06/30/09
11.	MerchSource, LLC	SPEEDBORG	3648651	06/30/09
12.	MerchSource, LLC	LITTLE TUNES	3740746	01/19/10
13.	MerchSource, LLC	VENGEANCE	3759005	03/09/10
14.	MerchSource, LLC	U-VIDEO	3769214	03/30/10
15.	MerchSource, LLC	THE BLACK SERIES	3779334	02/20/10
16.	MerchSource, LLC	MP3 ACTUATOR BUTTON	3786376	05/04/10
17.	MerchSource, LLC	TEACH & TALK	3827084	08/03/10
18.	MerchSource, LLC	LOOKBOOK	3858326	10/05/10
19.	MerchSource, LLC	LITERATI	3881569	11/23/10
20.	MerchSource, LLC	THUNDER TUMBLER	3889022	12/14/10
21.	MerchSource, LLC	SHIFT3	3992305	07/12/11
22.	MerchSource, LLC	SARAH PEYTON	4004868	08/02/11
23.	MerchSource, LLC	BLUE HAT TOY COMPANY	4004869	08/02/11
24.	MerchSource, LLC	MERCHSOURCE	4004871	08/02/11
25.	MerchSource, LLC	MERCHSOURCE THE ITEM COMPANY	4004872	08/02/11
26.	MerchSource, LLC	SARAH PEYTON	4005546	08/02/11
27.	MerchSource, LLC	SARAH PEYTON	3732533	12/29/09
28.	MerchSource, LLC	LITERATI	4001150	07/26/11
29.	MerchSource, LLC	SARAH PEYTON	3962778	05/17/11
30.	MerchSource, LLC	LITTLE SHOTS	3590091	03/17/09
31.	MerchSource, LLC	GOURMET TRADITIONS	2653156	11/26/02

2. TRADEMARK APPLICATIONS

	Registered Owner	Trademark	Application Number	Filing Date
1.	MerchSource, LLC	TREEHAUS WOOD SHOPPE	85/360,518	06/30/11
2.	MerchSource, LLC	TREEHAUS WOOD SHOPPE	85/360,914	06/30/11
3.	MerchSource, LLC	THE BLACK SERIES	77/713,796	04/14/09
4.	MerchSource, LLC	THE BLACK SERIES	77/713,799	04/14/09
5.	MerchSource, LLC	THE BLACK SERIES	77/713,815	04/14/09

¹ All references to MerchSource, LLC are to MerchSource, LLC, a Delaware limited liability company (as successor-in-interest to MS Ventures, LLC f/k/a MerchSource, LLC, a California limited liability company)

6.	MerchSource, LLC	THE BLACK SERIES BY SHIFT3	77/713,823	04/14/09
7.	MerchSource, LLC	SARAH PEYTON	77/893,933	12/15/09
8.	MerchSource, LLC	SARAH PEYTON	77/924,082	01/29/10
9.	MerchSource, LLC	LIGHTBLAST	77/946,384	02/26/10
10.	MerchSource, LLC	THE BLACK SERIES	85/057,318	06/08/10
11.	MerchSource, LLC	LOOKBOOK	85/073,833	06/29/10
12.	MerchSource, LLC	PET'S PAD	85/100,062	08/04/10
13.	MerchSource, LLC	K&D	85/287,541	09/06/11
14.	MerchSource, LLC	TREEHAUS WOOD SHOPPE	85/294,299	04/13/11
15.	MerchSource, LLC	TREEHAUS WOOD SHOPPE	85/294,300	08/16/11
16.	MerchSource, LLC	TREEHAUS WOOD SHOPPE	85/294,316	04/13/11
17.	MerchSource, LLC	TREEHAUS WOOD SHOPPE	85/294,300	04/13/11