

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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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.

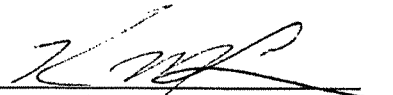
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

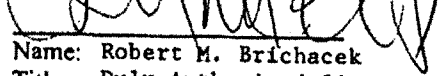
Very truly yours,

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)

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|-----|------------------|---------------------------------|-----------------------|---------------------|
| 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 |