

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
3903427 Canada Inc.		11/16/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as Administrative Agent		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3241022	ESTIATORIO MILOS	
Registration Number:	3241021	MILOS	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
Phone:	214-981-3483		
Email:	dclark@sidley.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:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	27472-10680		
NAME OF SUBMITTER:	Dusan Clark		

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**TRADEMARK
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Signature:	/Dusan Clark/
Date:	11/16/2011
Total Attachments: 6 source=Fortress_Milos_ EXECUTED 3903427 Trademark Security Agreement (3)#page1.tif source=Fortress_Milos_ EXECUTED 3903427 Trademark Security Agreement (3)#page2.tif source=Fortress_Milos_ EXECUTED 3903427 Trademark Security Agreement (3)#page3.tif source=Fortress_Milos_ EXECUTED 3903427 Trademark Security Agreement (3)#page4.tif source=Fortress_Milos_ EXECUTED 3903427 Trademark Security Agreement (3)#page5.tif source=Fortress_Milos_ EXECUTED 3903427 Trademark Security Agreement (3)#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated November 16, 2011, is made by 3903427 Canada Inc., a corporation incorporated under the federal laws of Canada located at 5357 du Parc Avenue, Montreal, Province of Quebec, H2V 4G9 (“Grantor”) in favor of Fortress Credit Corp., a Delaware corporation, located at 1345 Avenue of the Americas, 46th floor, New York, NY 10105, as Administrative Agent for certain lenders (in such capacity, together with any permitted successors and assigns, “Secured Party”). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Grantor is the registrant of the trademarks and service marks listed on the annexed Schedule 1A hereto, which trademarks and service marks are registered in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Security Agreement, dated as of November 16, 2011, among Grantor and the other grantors signatory thereto, and Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Obligations, Grantor has hypothecated and granted to Secured Party, for the benefit of the Administrative Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the “Collateral”);

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, the Parties agree as follows:

As collateral security for all of the Obligations, Grantor hereby grants and hypothecates to the Secured Party, for the benefit of the Administrative Agent and the Lenders, a continuing security interest in the Collateral, and Secured Party hereby accepts such security interest from Grantor.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Agreement is made for collateral purposes only. At such time as all Obligations have been fully paid and/or performed, the Secured Party (on behalf of the Lenders) shall execute and deliver to the Grantor, at the Grantor’s expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest granted herein (for the benefit of the Lenders) in the Collateral.

In the event of an irreconcilable conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

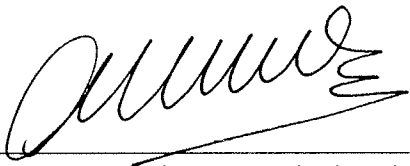
This Agreement shall be governed by, and construed in accordance with, the law of the state of New York applicable to contracts made and to be performed in the state of New York, except as required by mandatory provisions of law and except to the extent that the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of New York.

* * *

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

GRANTOR:

3903427 CANADA INC.

By: 
Name: Constantinos Spiliadis
Title: President and Secretary


Signature Page to Trademark Security Agreement

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TRADEMARK
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Agreed and Accepted:

FORTRESS CREDIT CORP.,
as Administrative Agent

By: 
Name: Glenn P. Cummins
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

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TRADEMARK
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CANADA

PROVINCE OF QUEBEC

CERTIFICATION


I, the undersigned, Sébastien Marcoux, Notary at Montreal, Province of Québec, certify that Constantinos Spiliadis, President and Secretary of 3903427 Canada Inc., has signed before me the above Trademark Security Agreement between 3903427 Canada Inc. and Fortress Credit Corp.

Certified at the City of Montreal, this 15th day of November, 2011.

Sébastien Marcoux, Notary

Sébastien Marcoux (M1082)
Notary Practicing in the Province of Quebec
1250 Rene-Levesque Boulevard West
Suite 2500
Montréal, Quebec H3B 4Y1

SCHEDULE 1A TO TRADEMARK SECURITY AGREEMENT

NO.	MARK	COUNTRY/STATE	CLASSES	SERIAL NO.	DATE FILED/REG.	REG. NO.	STATUS
1.	ESTIATORIO MILOS	U.S.	43	76645717	8/26/2005; 5/15/2007	3241022	REGISTERED
2.	MILOS <i>and Design</i> 	U.S.	43	76645710	8/26/2005; 5/15/2007	3241021	REGISTERED

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Trademark Security Agreement