

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|-----------------------|
| Mafco Worldwide Corporation | | 05/24/2012 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|--------------------------------|
| Name: | PNC Bank, National Association |
| Street Address: | 1950 East Route 70, 3rd Floor |
| Internal Address: | William Cornelius |
| City: | Cherry Hill |
| State/Country: | NEW JERSEY |
| Postal Code: | 08003 |
| Entity Type: | Bank: UNITED STATES |

PROPERTY NUMBERS Total: 14

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 3721737 | BEAUTY BLANKET |
| Registration Number: | 0084018 | TRADE MARK |
| Registration Number: | 0612290 | MAFCO |
| Registration Number: | 0856843 | MAFCO |
| Registration Number: | 0864099 | MAFCO |
| Registration Number: | 0997652 | MAFCO-MAGNASWEET |
| Registration Number: | 1469567 | MAG |
| Registration Number: | 2331742 | MAGNASWEET |
| Registration Number: | 3722297 | MAGNASWEET |
| Registration Number: | 1278230 | RIGHT DRESS |
| Registration Number: | 0764149 | RIGHT DRESS |
| Registration Number: | 0753781 | SHIP BRAND |
| Registration Number: | 0753608 | SHIP BRAND |

CH \$365.00 3721737

Registration Number:

0753563

SHIP BRAND

CORRESPONDENCE DATA

Fax Number:

2158648999

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

Phone:

215-864-8358

Email:

riordana@ballardspahr.com

Correspondent Name:

Ballard Spahr LLP

Address Line 1:

1735 Market Street, 51st Floor

Address Line 2:

Zachary W. Watt

Address Line 4:

Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

00135820

NAME OF SUBMITTER:

Zachary W. Watt

Signature:

/Zachary W Watt/

Date:

05/25/2012

Total Attachments: 4

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of May 24, 2012, made by Mafco Worldwide Corporation, a Delaware corporation ("Grantor"), in favor of PNC Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in or incorporated by reference into the Credit Agreement referred to below.

WHEREAS, the Grantor is the owner of the trademarks and service marks set forth on Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, Grantors have entered into a Credit Agreement, dated as of May 24, 2012 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, and the Administrative Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of May 24, 2012, by and among Grantor and the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, and lien on, certain intellectual property owned by the Grantor, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Administrative Agent this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Guarantee and Collateral Agreement, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, provided that the grant of security interest shall not include any trademark applications filed in the United States Patent and Trademark Office on the basis of any Grantor's "intent-to-use" such trademark unless and until such time that the grant and/or enforcement of the security interest will not result in the abandonment, invalidation or unenforceability of any right, title or interest in such trademark.

The Grantor hereby acknowledges the sufficiency and completeness of this Notice to create the security interest in the Trademark Collateral and to grant the same to the Administrative Agent, and the Grantor hereby requests the relevant trademark office and/or governing body to file and record the same together with the annexed Schedule 1.

The Grantor and the Administrative Agent hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Guarantee and Collateral Agreement.


This Notice shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

MAFCO WORLDWIDE CORPORATION

By: _____


Name: Jeffrey Robinson

Title: Senior Vice President - Finance

Schedule 1

| <u>Registered Owner</u> | <u>Mark</u> | <u>Jurisdiction</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-----------------------------|-----------------------|---------------------|----------------------------|--------------------------|
| Mafco Worldwide Corporation | BEAUTY BLANKET – TM | United States | 3,721,737 | 12/8/2009 |
| Mafco Worldwide Corporation | Design of Ship | United States | 084018 | 10/31/1911 |
| Mafco Worldwide Corporation | MAFCO | United States | 612,290 | 9/13/1955 |
| Mafco Worldwide Corporation | MAFCO & Design | United States | 856,843 | 9/17/1968 |
| Mafco Worldwide Corporation | MAFCO & Design | United States | 864,099 | 1/28/1969 |
| Mafco Worldwide Corporation | MAFCO-MAGNASWEET | United States | 997,652 | 11/5/1974 |
| Mafco Worldwide Corporation | MAG | United States | 1,469,567 | 12/22/1987 |
| Mafco Worldwide Corporation | MAGNASWEET (Stylized) | United States | 2,331,742 | 3/21/2000 |
| Mafco Worldwide Corporation | MAGNASWEET | United States | 3,722,297 | 12/8/2009 |
| Mafco Worldwide Corporation | RIGHT DRESS | United States | 1,278,230 | 5/15/1984 |
| Mafco Worldwide Corporation | RIGHT DRESS & Design | United States | 764,149 | 2/4/1964 |
| Mafco Worldwide Corporation | SHIP BRAND | United States | 753,781 | 7/30/1963 |
| Mafco Worldwide Corporation | SHIP BRAND | United States | 753,608 | 7/30/1963 |
| Mafco Worldwide Corporation | SHIP BRAND | United States | 753,563 | 7/30/1963 |