

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Marks USA I, LLC

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC

Citizenship (see guidelines) New YorkAdditional names of conveying parties attached?  Yes  No**3. Nature of conveyance /Execution Date(s) :**Execution Date(s) June 29, 2012

- Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**Additional names, addresses, or citizenship attached?  Yes NoName: HSBC Bank USA, National Association, as Agent

Internal

Address: \_\_\_\_\_

Street Address: 452 Fifth AvenueCity: New YorkState: New YorkCountry: USA                              Zip: 10018 Association      Citizenship USA General Partnership      Citizenship \_\_\_\_\_ Limited Partnership      Citizenship \_\_\_\_\_ Corporation      Citizenship \_\_\_\_\_ 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) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**Name: James MurrayInternal Address: CT Lien SolutionsStreet Address: 4400 Easton Commons Way  
Suite 125City: ColumbusState: OH                              Zip: 43219Phone Number: 614-280-3566Fax Number: 800-516-6304Email Address: james.murray@wolterskluwer.com**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**


Signature

July 2, 2012

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004826 FRAME: 0838

**SCHEDULE A**

Schedule A to a Security Interest Agreement dated June 29, 2012, by and between Marks USA I, LLC and HSBC Bank USA, National Association, as Agent.

| REGISTRATION NO. OR APPLICATION NO. | REGISTRATION OR FILING DATE | MARK                     |
|-------------------------------------|-----------------------------|--------------------------|
| 85/418,557                          | 9/9/2011                    | LIFESAVER                |
| 85/418,523                          | 9/9/2011                    | LOCDOWN BY M<br>MARKSUSA |

## SECURITY INTEREST AGREEMENT

WHEREAS, Marks USA I, LLC, a limited liability company formed under the laws of the State of New York, located at 365 Bayview Avenue, Amityville, NY 11701 ("Grantor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor is obligated to HSBC Bank USA, National Association ("HSBC") and various other financial institutions (collectively, "Lenders") and HSBC as agent for Lenders ("Agent") pursuant to (i) a certain Amended and Restated Unlimited Guaranty, dated October 28, 2010, made by Grantor in favor of Agent and (ii) a certain Continuing General Security Agreement, dated October 28, 2010, made by Grantor in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
June 29, 2012

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On this 28<sup>th</sup> day of June, 2012, before me personally came KEVIN DANIEL, to me known, who, being by me duly sworn, did depose and say that s/he is the MANAGER of Marks USA I, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Cary J. Markowitz 6/28/12  
Notary Public

CARY J. MARKOWITZ  
NOTARY PUBLIC STATE OF NEW YORK  
01MAG105080 NASSAU COUNTY  
COMMISSION EXPIRES FEBRUARY 28, 2016

APRIL 20, 2016

HSBC BANK USA, NATIONAL  
ASSOCIATION, as Agent

By: *Philip A. [Signature]*  
Name: *Philip A. [Signature]*  
Its: *SVP*

