

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
TRIAD CATALOG CO., L.L.C.		08/02/2012	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	ONEWEST BANK, FSB
Street Address:	888 East Walnut Street
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	A federal savings bank: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2462542	SOFT SURROUNDINGS
Registration Number:	2789107	SOFT SURROUNDINGS
Registration Number:	3023326	SOFT SURROUNDINGS
Registration Number:	3218926	MY TIME. MY PLACE. MY SELF.
Registration Number:	3296936	L'ANSEUR
Registration Number:	3306303	MY PLACE.
Registration Number:	3467541	SMOOTHEZE
Registration Number:	3561904	HAND REHAB
Registration Number:	3401166	SOFT SURROUNDINGS
Registration Number:	3754600	SOFT SURROUNDINGS
Registration Number:	3969557	SOFT SURROUNDINGS
Serial Number:	85614739	TRIPLE S JEANS SENSATIONAL SLIMMING SUPPORT

CORRESPONDENCE DATA

Fax Number: 6508494619

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

Phone: 650-849-4857

Email: jenny.zhang@bingham.com

Correspondent Name: Jenny Zhang

Address Line 1: 1117 S. California Avenue

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	0000361840
NAME OF SUBMITTER:	Jenny Zhang
Signature:	/Jenny Zhang/
Date:	08/02/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of August 2, 2012 (as amended, restated, extended, renewed, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") by each of the Persons listed on the signature pages hereto (each a "Grantor" and collectively "Grantors"), jointly and severally in favor and ONEWEST BANK, FSB, as the administrative agent (in such capacity, the "Administrative Agent") for the benefit of the Secured Parties (as defined below), with reference to the following facts:

A. Pursuant to the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of August 2, 2012 by and among TRIAD CATALOG CO., L.L.C., a Missouri limited liability company ("Soft Surroundings"), SOFT SURROUNDINGS HOLDINGS, LLC, a Delaware limited liability company ("Parent", and together with Soft Surroundings and each other Person who is joined as a party to the Credit Agreement as a Borrower, each a "Borrower" and collectively, "Borrowers"), the lenders from time to time a party thereto (each a "Lender" and collectively, the "Lenders"), and the Administrative Agent, the Lenders are making certain credit facilities available to Borrowers.

B. The Credit Agreement provides, as a condition to the availability of the credit facilities referred to above, that Grantors shall enter into this Trademark Security Agreement and shall grant security interests to the Administrative Agent as herein provided.

C. Each Grantor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantors hereby jointly and severally represent, warrant, covenant, agree, assign and grant as follows:

1. Definitions. This Trademark Security Agreement is the Trademark Security Agreement referred to in the Credit Agreement. This Trademark Security Agreement is one of the "Loan Documents" referred to in the Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Agreement shall have the meanings defined for those terms in the Credit Agreement. Terms defined in the New York Uniform Commercial Code (the "NYCC") and not otherwise defined in this Trademark Security Agreement or in the Credit Agreement shall have the meanings defined for those terms in the NYCC.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) trademarks, trade names, trade styles, service marks, all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared, or

will appear, and all designs and general intangibles of a like nature, all applications, registrations, and recordings relating to the foregoing in the USPTO or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including, without limitation, those registered and applied-for trademarks, terms, designs and applications described on Schedule I hereto (the "Trademarks"); and

(b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

provided, however, neither the Trademarks nor the Trademark Collateral shall include any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by each Grantor, to the Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. Credit Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Authorization to Supplement. If the Grantor shall obtain rights to any new Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall provide notice in writing to Agent with respect to any such new Trademarks as required by the Credit Agreement. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

[Remainder of page intentionally left blank; signature page follows.]

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.

GRANTORS:

TRIAD CATALOG CO., L.L.C.,
a Missouri limited liability company

By: 

Name: Thomas K. Wilcher

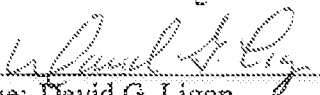
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004834 FRAME: 0721

ACCEPTED AND
ACKNOWLEDGED BY:


ONEWEST BANK, FSB
as Administrative Agent

By: 
Name: David G. Ligon
Title: Executive Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Registration or Application Number	Date Registered or Filed	Country
SOFT SURROUNDINGS	2,462,542	6/19/2001	United States of America
SOFT SURROUNDINGS	2,789,107	12/2/2003	United States of America
SOFT SURROUNDINGS	3,023,326	12/6/2005	United States of America
MY TIME. MY PLACE. MY SELF.	3,218,926	3/13/2007	United States of America
L'ANSEUR	3,296,936	9/25/2007	United States of America
MY PLACE.	3,306,303	10/9/2007	United States of America
SMOOTHEZE	3,467,541	7/15/2008	United States of America
HAND REHAB	3,561,904	1/13/2009	United States of America
SOFT SURROUNDINGS	3,401,166	3/25/2008	United States of America

SOFT SURROUNDINGS	3,754,600	3/2/2010	United States of America
SOFT SURROUNDINGS	3,969,557	5/31/2011	United States of America
TRIPLE  JEANS <i>Sensational Slimming Support</i>	85/614,739	5/2/2012	United States of America