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
Wilton Industries, Inc.		07/20/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as Collateral Agent
Street Address:	600 East Las Colinas Blvd.
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85679893	WE MAKE IT EASY...YOU MAKE IT AMAZING!
Serial Number:	85679901	PERFECT FILL
Serial Number:	85593171	THE WILTON METHOD OF CAKE DECORATING
Serial Number:	85590214	WILTON METHOD CLASSES
Serial Number:	85586228	THE WILTON ROSE
Serial Number:	85645851	COLOR DUST
Serial Number:	85652989	FIGURE FUN!
Serial Number:	85651953	COLORCUPS
Serial Number:	85618093	PROFESSIONAL RESULTS

OP $240.00 85679893

CORRESPONDENCE DATA

Fax Number: 2125646083
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212(947)-7200

Email:	jdougherty@nationalcorp.com
Correspondent Name:	Joseph Dougherty
Address Line 1:	National Corporate Research
Address Line 2:	10 E. 40th Street, 10th FL
Address Line 4:	New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	N355425
NAME OF SUBMITTER:	Janelle Telesford
Signature:	/Janelle Telesford/
Date:	08/07/2012

Total Attachments: 3
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source=Wilton - TM#page3.tif
source=Wilton - TM#page4.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of July 20, 2012, by Wilton Industries, Inc., a Delaware corporation, (the "Pledgor") in favor of The Bank of New York Mellon, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, each Pledgor is a party to a Security Agreement dated as of August 1, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all proceeds of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the Pledgor 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,

WILTON INDUSTRIES, INC.

By: _____
Mary Cushing Merfeld
Chief Financial Officer

Accepted and Agreed:
The Bank of New York Mellon,
As Collateral Agent

By: _____
Name: MELINDA VALENTINE
Title: VICE PRESIDENT

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

WILTON INDUSTRIES, INC.

Trademark	Appl No	Appl Date
We make it easy...You make it amazing!	85679893	18-Jul-12
Perfect Fill	85679901	18-Jul-12
The Wilton Method of Cake Decorating	85593171	10-Apr-12
Wilton Method Classes	85590214	05-Apr-12
The Wilton Rose	85586228	4/2/2012
Color Dust & design	85645851	07-Jun-12
Figure Fun!	85652989	15-Jun-12
Colorcups	85651953	14-Jun-12
Professional Results	85618093	07-May-12