

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
Prym Consumer USA Inc.		09/18/2012	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	110 East Broward Blvd., Suite 1100
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33301
Entity Type:	National Banking Association: SOUTH DAKOTA

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Serial Number:	85225784	CREATIVE COMFORT
Serial Number:	85351881	FLEXICURVE
Serial Number:	85156666	STORAGE FRESH
Serial Number:	85220845	BABYVILLE BOUTIQUE
Serial Number:	85389491	INSTANT VINYL
Serial Number:	85209361	CUT AND CLIP
Serial Number:	85455651	BABY FRESH
Serial Number:	85455612	FOOT FRESH
Serial Number:	85455605	TRAVEL FRESH
Serial Number:	85455584	LAUNDRY FRESH
Serial Number:	85455572	DORM FRESH
Serial Number:	85257117	THE HEALTHY WAY TO CRAFT
Serial Number:	85300266	WINDOWS
Serial Number:	85300252	UPHOLSTERY

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Serial Number:	85300192	TOOLS
Serial Number:	85300090	DETAILS
Serial Number:	85209391	FABRIC FRESH
Serial Number:	85447382	PRETTY PROFILE BRA ACCESSORIES
Serial Number:	85429195	DRITZ LONGARM
Registration Number:	4155491	PROTECTORS
Registration Number:	3861079	O'LIPFA
Registration Number:	3327930	OMNIEDGE
Registration Number:	2757573	PRINTED TREASURES
Registration Number:	3958662	FLIP-N-CUT MAGIC TEMPLATES
Registration Number:	3826061	PRYM CREATIVE
Registration Number:	3765127	BELLE BUTTONS
Registration Number:	3796873	CREATIVE COMFORT
Registration Number:	3908510	MAKE IT GLOW
Registration Number:	3047711	QUILTING BASKET
Registration Number:	3107382	INNERFUSE
Registration Number:	2931486	DRITZ
Registration Number:	3014210	KNOW YOUR NOTIONS
Registration Number:	3114634	BAG BOUTIQUE
Registration Number:	2986938	OMNIGRIP
Registration Number:	2998717	ELIZABETH'S VINTAGE NOTIONS
Registration Number:	2858634	DRITZ
Registration Number:	2952512	DRITZ
Registration Number:	2741635	GRIDGRIP
Registration Number:	2820768	PRYM
Registration Number:	2929987	COLLINS
Registration Number:	2816185	
Registration Number:	2836996	SEWING BASKET
Registration Number:	2830585	INVISI-GRIP
Registration Number:	2842191	
Registration Number:	2122054	INTERIOR EXPRESSIONS
Registration Number:	2053861	HOLLYWOOD TRIMS
Registration Number:	2114424	INTERIOR EXPRESSIONS
Registration Number:	1777202	LIQUID STITCH
Registration Number:	1904125	13 12 11

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REEL: 004867 FRAME: 0364

	1641745	OMNIMAT
Registration Number:	1498461	OMNIGRID
Registration Number:	1450459	LORAN
Registration Number:	1126919	IRON-OFF
Registration Number:	1100853	EZY-PULL
Registration Number:	0739214	"EASY ATTACHER"
Registration Number:	0393405	"MY DOUBLE"
Registration Number:	0905188	BABY-SAFE
Registration Number:	0789679	DRITZ
Registration Number:	0789658	DRITZ
Registration Number:	0789641	DRITZ
Registration Number:	0776241	DRITZ
Registration Number:	0757746	EZY-HEM
Registration Number:	0085279	CLINTON

CORRESPONDENCE DATA

Fax Number: 2125414630
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-541-2000
Email: nyuspto@bryancave.com
Correspondent Name: Patricia L. Werner/Bryan Cave LLP
Address Line 1: 1290 Avenue of the Americas
Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	0339943/PRYM-WF.SECURITYA
NAME OF SUBMITTER:	Patricia L. Werner
Signature:	/patricialwerner/
Date:	09/28/2012

Total Attachments: 10
source=PRYM-to-WELLS.FARGO.Patent.TM SecurityAgreement#page1.tif
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TRADEMARK

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of September 18, 2012, is made by and between Prym Consumer USA Inc., a South Carolina corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association ("Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Wells Fargo has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means patents and patent applications, including (i) the patents and patent applications listed on Exhibit A (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of each Loan Party's rights corresponding thereto throughout the world.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Loan Party's business symbolized by the foregoing or connected therewith, and (vi) all of each Loan Party's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law,

in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence of applications and letters patent pertaining to the Patents as of the date hereof.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Debtor's or any Affiliate's business(es).

(d) **Title.** Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

4. Debtor's Use of the Patents and Trademarks. Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it in any material respect; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and continuation of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Debtor shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Wells Fargo, and Debtor waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Florida without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness. The parties hereto agree that, in the event of a conflict between the terms and provisions of this Agreement and any term or provision contained in the Credit Agreement, the terms and provisions of the Credit Agreement shall control and govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

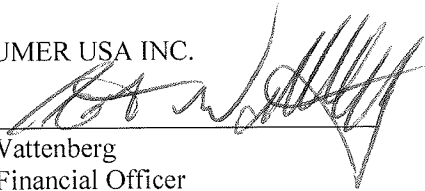
THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Prym Consumer USA Inc.
P.O. Box 5028
Spartanburg, SC 29304

PRYM CONSUMER USA INC.

By: _____
Name: Scott Wattenberg
Title: Chief Financial Officer



Wells Fargo Bank, National Association
110 East Broward Boulevard, Suite 1100
Fort Lauderdale, FL 33301
Attn: Portfolio Management

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Prym Consumer USA Inc.
P.O. Box 5028
Spartanburg, SC 29304

PRYM CONSUMER USA INC.

By: _____
Name: _____
Title: _____

Wells Fargo Bank, National Association
110 East Broward Boulevard, Suite 1100
Fort Lauderdale, FL 33301
Attn: Portfolio Management

WELLS FARGO BANK, NATIONAL ASSOCIATION

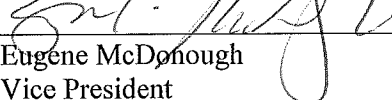
By: 
Name: Eugene McDonough
Title: Vice President

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
BASKET	D547543	July 31, 2007
NEEDLE THREADER WITH NEEDLE-HOLDING NOTCH	4832240	May 23, 1989
COMBINATION NEEDLE CASE AND NEEDLE THREADER FOR NEEDLEWORK	4838426	June 13, 1989
PICK-UP FOR HANDICRAFT ITEMS	5251943	October 12, 1993
BEAD TRAY	5636743	June 10, 1997
PLACE KEEPER FOR LINE MAGNIFIER	5969884	October 19, 1999
MULTIPLE COMPARTMENT CONTAINER	D354678	January 24, 1995
TRAY FOR BEADWORK	D380300	July 1, 1997
SEWING BASKET	D547049	July 24, 2007
SEWING BASKET	D547050	July 24, 2007
HANDLE	D556009	November 27, 2007
HANDLE	D566514	April 15, 2008
HANDLE	D566515	April 15, 2008
IRON	D595021	June 23, 2009
BOBBIN WINDER	D611516	March 9, 2010
STRAP CLIP	D619927	July 20, 2010
TRAVEL SEWING TOOL	D621855	August 17, 2010
IRON	D624265	September 21, 2010

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
DEODORIZING MEMBER WITH CLEANING ABILITY AND METHOD	12951817	November 22, 2010
APPLICATOR TIP	29391713	May 12, 2011
WIDE SURFACE LINT ROLLER	29411816	January 26, 2012
LINT ROLLER-STANDARD	29411798	January 26, 2012
PORTABLE DEODORIZER CASE	29411875	January 27, 2012
TRAVEL LINT ROLLER	29411876	January 27, 2012
PET GLOVE	29411872	January 27, 2012
DEODORIZING SUBSTRATES, APPLICATORS AND PROCESSES	61632641	January 27, 2012

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP
MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
PROTECTORS	4155491	June 5, 2012
O'LIPFA	3861079	October 12, 2010
OMNIEDGE	3327930	October 30, 2007
PRINTED TREASURES	2757573	August 26, 2003
FLIP-N-CUT MAGIC TEMPLATES	3958662	May 10, 2011
PRYM CREATIVE	3826061	July 27, 2010
BELLE BUTTONS	3765127	March 23, 2010
CREATIVE COMFORT	3796873	June 1, 2010
MAKE IT GLOW	3908510	January 18, 2011
QUILTING BASKET	3047711	January 24, 2006
INNERFUSE	3107382	June 20, 2006
DRITZ	2931486	March 8, 2005
KNOW YOUR NOTIONS	3014210	November 8, 2005
BAG BOUTIQUE	3114634	July 11, 2006
OMNIGRIP	2986938	August 23, 2005
ELIZABETH'S VINTAGE NOTIONS	2998717	September 20, 2005
DRITZ	2858634	June 29, 2004
DRITZ	2952512	May 17, 2005
GRIDGRIP	2741635	July 29, 2003
PRYM	2820768	March 9, 2004
COLLINS	2929987	March 8, 2005

[flower drawing design]	2816185	February 24, 2004
SEWING BASKET	2836996	April 27, 2004
INVISI-GRIP	2830585	April 6, 2004
[pin cushion drawing design]	2842191	May 18, 2004
INTERIOR EXPRESSIONS	2122054	December 16, 1997
HOLLYWOOD TRIMS	2053861	April 22, 1997
INTERIOR EXPRESSIONS	2114424	November 18, 1997
LIQUID STITCH	1777202	June 15, 1993
13 12 11	1904125	July 11, 1995
OMNIMAT	1641745	April 16, 1991
OMNIGRID	1498461	August 2, 1988
LORAN	1450459	August 4, 1987
IRON-OFF	1126919	November 20, 1979
EZY-PULL	1100853	August 29, 1978
"EASY ATTACHER"	0739214	October 9, 1962
"MY DOUBLE"	0393405	February 10, 1942
BABY-SAFE	0905188	December 29, 1970
DRITZ	0789679	May 18, 1965
DRITZ	0789658	May 18, 1965
DRITZ	0789641	May 18, 1965
DRITZ	0776241	September 1, 1964
EZY-HEM	0757746	October 1, 1963
CLINTON	0085279	February 6, 1912

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
CREATIVE COMFORT	85225784	January 25, 2011
FLEXICURVE	85351881	June 21, 2011
STORAGE FRESH	85156666	October 20, 2010
BABYVILLE BOUTIQUE	85220845	January 19, 2011
INSTANT VINYL	85389491	August 4, 2011
CUT AND CLIP	85209361	January 3, 2011
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THE HEALTHY WAY TO CRAFT	85257117	March 3, 2011
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FABRIC FRESH	85209391	January 3, 2011
PRETTY PROFILE BRA ACCESSORIES	85447382	October 14, 2011
DRITZ LONGARM	85429195	September 22, 2011

COLLECTIVE MEMBERSHIP MARKS AND/OR UNREGISTERED MARKS

NONE