

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
Thirty-One Gifts LLC		11/07/2012	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	4 New York Plaza, Floor 4		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85431505	THIRTY-ONE	
Serial Number:	85976845	THIRTY-ONE	
Serial Number:	85431519	THIRTY-ONE	
Serial Number:	85976703	THIRTY-ONE	
Serial Number:	85649777	31:TEN	
Serial Number:	85684832	JUST BELIEVE	
Serial Number:	85684836		
CORRESPONDENCE DATA			
Fax Number:	3129939767		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	233 S. Wacker Drive, Suite 5800		

CH \$190.00 85431505

Address Line 2: c/o Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	035909-0034
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	11/14/2012

Total Attachments: 4
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ASSIGNMENT FOR SECURITY

TRADEMARKS

November 7, 2012

WHEREAS, Thirty-One Gifts LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Pledge and Security Agreement, dated July 8, 2011 (the "Security Agreement"), in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent for certain lenders and other secured parties (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders and other secured parties a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders and other secured parties a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders and other secured parties observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

THIRTY-ONE GIFTS LLC

By 
Title CFO

STATE OF Ohio)
) SS.
COUNTY OF Franklin)

On this 7th day of November, 2012, before me personally came Jon C. Snyder, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CFO of Thirty-One Gifts LLC, an Ohio limited liability company, and that s/he executed the foregoing instrument in the firm name of Thirty-One Gifts LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

GIVEN under my hand and notarial seal this 7th day of November, 2012.



Deanna Vance
Notary Public, State of Ohio
My Commission Expires 04-21-2013

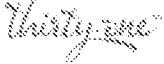
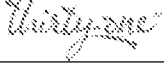


Deanna Vance
Notary Public

My Commission Expires:

4-21-2013

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications Owned by Thirty-One Gifts LLC

Mark	App. / Reg. No.	Country	Application/ Registration Date
THIRTY-ONE	85/431505	United States	9/26/2011
THIRTY-ONE	85/976845	United States	9/26/2011
THIRTY-ONE (STYLIZED) 	85/431519	United States	9/26/2011
THIRTY-ONE (STYLIZED) 	85/976703 4206107	United States	9/26/2011 9/11/2012
31:TEN	85/649777	United States	6/12/2012
JUST BELIEVE (AND DESIGN) 	85/684832	United States	7/23/2012
MISCELLANEOUS DESIGN (Tree Design Only) 	85/684836	United States	7/23/2012