

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
TRIMARK ERF USA, LLC		11/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GMB MEZZANINE CAPITAL II, L.P.		
Street Address:	50 SOUTH SIXTH STREET		
Internal Address:	SUITE 1200		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3279670	FEDERIGHI DESIGN INC. ESTABLISHED 1942	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	Nam H. Huynh		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	022546.0115		
NAME OF SUBMITTER:	Nam H. Huynh		
Signature:	/Nam H. Huynh/		

OP \$40.00 3279670

Date:

11/30/2012

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2012, by the undersigned ("Grantor"), in favor of GMB Mezzanine Capital II, L.P. ("GMB").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of December 17, 2010 by and among TRIMARK ERF USA, LLC, a Delaware corporation ("Borrower"), and GMB (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement"), GMB agreed to purchase Notes from Grantor;

WHEREAS, in connection with the acquisition of Grantor by Borrower, Grantor executed and delivered to GMB that certain Joinder to Guarantee and Collateral Agreement dated as of the date hereof (the "Joinder"), as required by the terms of the Note Purchase Agreement and by the terms of that certain Guarantee and Collateral Agreement dated as of December 17, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, including, without limitation, by the Joinder, the "Collateral Agreement") executed by certain affiliates of the Grantor in favor of GMB; and

WHEREAS, pursuant to the Collateral Agreement, to which Grantor has become a party pursuant to the Joinder, Grantor is required to execute and deliver to GMB this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to GMB a continuing second priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to GMB

pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of GMB with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, 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.

FEDERIGHI DESIGN, INC., a California corporation

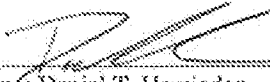
By: 
Name: George Cousins
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GMB MEZZANINE CAPITAL II, L.P.

By: Lakeside Capital Partners II, LLC,
its General Partner

By: Lakeside Capital Partners, LLC,
its General Partner

By: 
Name: Daniel T. Hemiadan
Title: Principal

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Registration Number	Date
Federighi Design Inc. Stylized Logo	3,279,670	August 14, 2007

TRADEMARK APPLICATIONS

None.