

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aladdin Temp-Rite LLC		12/12/2012	LIMITED LIABILITY COMPANY: TENNESSEE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	901 Main Street
<b>Internal Address:</b>	Mail Code: TX1-492-14-11
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	a national banking association: UNITED STATES

<b>PROPERTY NUMBERS Total: 20</b>		
Property Type	Number	Word Mark
Registration Number:	4156606	ALADDIN TEMP-RITE
Registration Number:	4063494	...BETTER BY DEGREES.
Registration Number:	3630249	HEAT ON DEMAND ULTRA
Registration Number:	3634312	HEAT ON DEMAND ON TRAY
Registration Number:	3680612	READY-CHILL
Registration Number:	3755237	DIMENSIONS
Registration Number:	3471669	CONVECT-RITE III
Registration Number:	3761532	DIMENSIONS
Registration Number:	3521387	CONVECT-RITE PRIME
Registration Number:	2841298	TRAYCOVERS BY DESIGN
Registration Number:	2825475	READY2DYNE
Registration Number:	2518313	CONVECT-RITE
Registration Number:	2436976	HEAT ON DEMAND 2 GO

OP \$515.00 4156606

Registration Number:	2700814	HEAT ON DEMAND 2 GO
Registration Number:	2373642	ALLURE
Registration Number:	2045045	HEAT ON DEMAND
Registration Number:	2062162	HEAT ON DEMAND
Registration Number:	879724	TEMP-RITE
Serial Number:	85410703	HEAT ON DEMAND ADVANTAGE
Serial Number:	85698500	PRESENTATION

**CORRESPONDENCE DATA**

Fax Number: 7043738822  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 704-373-4640  
Email: bsmith@mcguirewoods.com  
Correspondent Name: Betty G. Smith, Senior Paralegal  
Address Line 1: McGuireWoods LLP, 201 N. Tryon St.  
Address Line 2: Suite 3000  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	4452178-3577
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	01/04/2013

**Total Attachments: 4**  
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 12, 2012, by and between ALADDIN TEMP-RITE LLC, a Tennessee limited liability company (the "Grantor"), and BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent"), for the ratable benefit of the Secured Parties, is entered into in connection with that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Ali S.p.A., a corporation organized under the laws of Italy ("Parent"), Ali Group North America Corporation, a Delaware corporation (the "Company"), the Designated Borrowers from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent.


This Agreement is executed pursuant to the terms of that certain Pledge and Security Agreement, dated as of the date hereof, among the Grantor, the Company, certain other Subsidiaries of Parent from time to time party thereto and the Administrative Agent, for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement"). Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Pledge and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, a continuing security interest in any and all right, title and interest of the Grantor in and to all Trademarks (other than Excluded Property) of the Grantor, whether now owned or existing or owned, acquired or arising hereafter, including, without limitation, the Trademarks described on Schedule 1 hereto.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Signature Pages Follow]

ALADDIN TEMP-RITE LLC, as Grantor

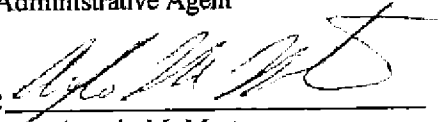
By:   
Name: Jeff Byrnes  
Title: Vice President, Treasurer and Secretary

Ali S.p.A.  
Ali Group North America Corporation  
Trademark Security Agreement  
Signature Page

**TRADEMARK**  
**REEL: 004935 FRAME: 0964**

Acknowledged and accepted:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: 



Name: Angelo M. Martorana  
Title: Assistant Vice President

Ali S.p.A.  
Ali Group North America Corporation  
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TRADEMARK  
REEL: 004935 FRAME: 0965

## Schedule 1

## Trademarks

Trademark	Registration No. / Application No.	Registration Date / Filing Date
ALADDIN TEMP-RITE	4,156,606	June 12, 2012
...BETTER BY DEGREES.	4,063,494	November 29, 2011
HEAT ON DEMAND ULTRA	3,630,249	June 2, 2009
HEAT ON DEMAND ON TRAY	3,634,312	June 9, 2009
READY-CHILL	3,680,612	September 8, 2009
DIMENSIONS & Design 	3,755,237	March 2, 2010
CONVECT-RITE III	3,471,669	July 22, 2008
DIMENSIONS	3,761,532	March 16, 2010
CONVECT-RITE PRIME	3,521,387	October 21, 2008
TRAYCOVERS BY DESIGN & Design 	2,841,298	May 11, 2004
READY2DYNE	2,825,475	March 23, 2004
CONVECT-RITE	2,518,313	December 11, 2001
HEAT ON DEMAND 2 GO	2,436,976	March 20, 2001
HEAT ON DEMAND 2 GO	2,700,814	March 25, 2003
ALLURE	2,373,642	August 1, 2000
HEAT ON DEMAND	2,045,045	March 11, 1997
HEAT ON DEMAND	2,062,162	May 13, 1997
TEMP-RITE	879,724	November 4, 1969
HEAT ON DEMAND ADVANTAGE	85/410,703	August 30, 2011
PRESENTATION	85/698,500	August 8, 2012