

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
LUCCHESI, INC.		12/04/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4048626	SPIRIT BY LUCCHESI	
Registration Number:	4049387	SPIRIT BY LUCCHESI	
Registration Number:	4053216	SPIRIT BY LUCCHESI	
Serial Number:	85627799	LUCCHESI SINCE 1883	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6173417729		
Email:	kschmidt@morganlewis.com		
Correspondent Name:	Katarzyna Schmidt		
Address Line 1:	225 Franklin Street, 16th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Katarzyna Schmidt		
Signature:	/Katarzyna Schmidt/		

OP \$115.00 4048626

TRADEMARK

Date:

01/08/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 4, 2012, by **LUCCHESI, INC.**, a Delaware corporation (the "Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation (the "Agent"), in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of January 7, 2005 by and among Grantor, the other persons named therein as Credit Parties, Agent and the persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of June 2, 2003 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, each 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 Credit Agreement or in Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first 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 (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and 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 Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interests in the Trademark Collateral 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.

[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.

LUCCHESI, INC., a Delaware corporation

By: Thomas A. Hough

Name: Thomas A. Hough

Title: Chief Financial Officer, Vice President
and Treasurer

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.

LUCCHESE, INC., a Delaware corporation

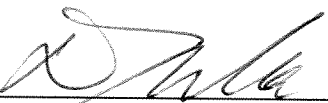
By: _____

Name:

Title:

Accepted and Acknowledged by:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By:  _____

Name: Daniel T. Eubanks

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Owner of Record	Registration/Application Number	Registration/ Application Date	Trademark
Lucchese, Inc.	4,048,626	11/01/2011	SPIRIT BY LUCCHESE
Lucchese, Inc.	4,049,387	11/01/2011	SPIRIT BY LUCCHESE (stylized)
Lucchese, Inc.	4,053,216	11/08/2011	SPIRIT BY LUCCHESE (stylized) & COWGIRL
Lucchese, Inc.	85/627799	10/23/2012	LUCCHESE SINCE 1883 (Stylized and/or with Design) (Lucchese Bullseye)