

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
HGDS ACQUISITION LLC		03/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
FOOTPRINT HOLDINGS, LLC		03/28/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	MEDLEY CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	375 Park Ave. Suite 3304
City:	New York
State/Country:	NEW YORK
Postal Code:	10152
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3390655	FF
Registration Number:	3474515	FF FOOTPRINT RETAIL SERVICES
Registration Number:	3383854	FOOTPRINT
Registration Number:	3212025	PRISM
Serial Number:	85369549	RPM RETAIL PLANNING MANAGER

CORRESPONDENCE DATA

Fax Number: 6175269899
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 6175269628
 Email: cslattery@proskauer.com
 Correspondent Name: Christine Slattery
 Address Line 1: Proskauer Rose LLP

CH \$140.00 3390655

Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	51494/009
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	03/28/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2013, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of MEDLEY CAPITAL CORPORATION, a Delaware corporation (“*Medley*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, HGDS ACQUISITION LLC, a Delaware limited liability company (the “*Borrower*”), FOOTPRINT HOLDINGS, LLC, a Delaware limited liability company (“*Parent*”), any Subsidiaries of Parent that are Guarantors or become Guarantors pursuant to Section 8.10 of the Credit Agreement (including Parent, the “*Guarantors*”, and, together with Borrower, the “*Credit Parties*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”) and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into a Credit Agreement, dated as of March 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and collaterally pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

GRANTORS:

HGDS ACQUISITION LLC,
a Delaware limited liability company

By: Deborah Stevens
Name: Deborah Stevens
Title: Treasurer

FOOTPRINT HOLDINGS, LLC,
a Delaware limited liability company,

By: Deborah Stevens
Name: Deborah Stevens
Title: Treasurer

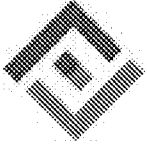
[Signature Page to Trademark Security Agreement]

Schedule I

TRADEMARK SECURITY AGREEMENT

<u>COUNTRY</u>	<u>REFERENCE #</u>	<u>FILED</u>	<u>APP #</u>	<u>REG DT</u>	<u>REG #</u>	<u>STATUS</u>	<u>CLASSES</u>
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FF & Design



UNITED STATES	3716342-00011	10/4/2006	77/013,715	3/4/2008	3,390,655	REGISTERED	035, 037
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CLASS	DESCRIPTION
035	Direct retail and brand marketing advertising for others; Product merchandising; Arranging for pickup, delivery, storage and transportation of merchandise via ground and air carriers; Inventory management in the field of direct retail and brand marketing advertising; Return management, namely, management of returned merchandise; and Monitoring and tracking of package shipments in transit
037	Installation of retail displays and fixtures

FF FOOTPRINT RETAIL SERVICES & Design



UNITED STATES	3716342-00010	10/4/2006	77/013,711	7/29/2008	3,474,515	REGISTERED	035, 037
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CLASS	DESCRIPTION
035	Inventory, delivery and returns management
037	Installation of retail displays and fixtures

FOOTPRINT

UNITED STATES	3716342-00009	10/4/2006	77/013,724	2/19/2008	3,383,854	REGISTERED	035, 037
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CLASS	DESCRIPTION
035	Inventory, delivery and returns management
037	Installation of retail displays and fixtures

PRISM

UNITED STATES 3716342-00013 6/14/2004 76/597,466 2/27/2007 3,212,025 REGISTERED 35

CLASS	DESCRIPTION
35	Business services relating to product placement, new store openings, in-store events, product demonstrations, business merchandising display services, product display arrangement and set-up, product merchandising, and retail space management for others, namely, retail start-up services involving the coordination and assumption of responsibility for all aspects of the store-opening process of others, establishing retail environments through product displays, organizing and conducting product presentations, implementing the product display plans of others, and services relating to product presentation to the public.

PRISM RETAIL SERVICES

JAPAN 3716342-00012 4977454 REGISTERED 35

CLASS	DESCRIPTION
35	Placing products on the shelves for others in retail stores by dispatched personnel planning and decorating displays for commodity sales in retail stores by dispatched personnel, consultancy for retail store openings, namely, referral services of sales persons to retail stores, introducing and referring workers to retail stores.

RPM RETAIL PLANNING MANAGER & Design



UNITED STATES 3716342-00018 7/12/2011 85/369,549 ALLOWED 35

CLASS	DESCRIPTION
35	Retail resource scheduling, including personnel scheduling, in-store maintenance, fixture installations and repairs, and related merchandising activities

RSM RETAIL SOLUTIONS MANAGER

Pending - Serial No. 85/887,391; Filing date is March 27, 2013