

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT								
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST								
<b>CONVEYING PARTY DATA</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 20%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 30%;">Entity Type</th> </tr> <tr> <td>Christmas by Krebs Corporation</td> <td></td> <td>03/11/2013</td> <td>CORPORATION: NEW MEXICO</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Christmas by Krebs Corporation		03/11/2013	CORPORATION: NEW MEXICO	
Name	Formerly	Execution Date	Entity Type						
Christmas by Krebs Corporation		03/11/2013	CORPORATION: NEW MEXICO						
<b>RECEIVING PARTY DATA</b>									
Name:	Siena Lending Group LLC								
Street Address:	1177 Summer Street								
City:	Stamford								
State/Country:	CONNECTICUT								
Postal Code:	06905								
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE								
<b>PROPERTY NUMBERS Total: 6</b>									
Property Type	Number	Word Mark							
Registration Number:	1859794								
Registration Number:	2157110	AMERICAN CLASSIC							
Registration Number:	3777739	SANTA'S GLASS							
Registration Number:	3821207	SANTA'S SHATTERPROOF							
Registration Number:	3242852	KREBS INTERNATIONAL LTD.							
Registration Number:	3027039	CHRISTMAS BY KREBS							
<b>CORRESPONDENCE DATA</b>									
Fax Number:	2158325619								
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>									
Phone:	215-569-5619								
Email:	pecsenye@blankrome.com								
Correspondent Name:	Timothy D. Pecsenye								
Address Line 1:	One Logan Square								
Address Line 2:	Eighth Floor								

OP \$165.00 1859794

Address Line 4: Philadelphia, PENNSYLVANIA 19103	
ATTORNEY DOCKET NUMBER:	140690-01000
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	04/16/2013
<b>Total Attachments: 8</b> source=SLG-Krebs - Trademark Security Agreement (2)#page1.tif source=SLG-Krebs - Trademark Security Agreement (2)#page2.tif source=SLG-Krebs - Trademark Security Agreement (2)#page3.tif source=SLG-Krebs - Trademark Security Agreement (2)#page4.tif source=SLG-Krebs - Trademark Security Agreement (2)#page5.tif source=SLG-Krebs - Trademark Security Agreement (2)#page6.tif source=SLG-Krebs - Trademark Security Agreement (2)#page7.tif source=SLG-Krebs - Trademark Security Agreement (2)#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 11<sup>th</sup> day of March, 2013 by **CHRISTMAS BY KREBS CORPORATION**, a New Mexico corporation (the "Grantor"), in favor of SIENA LENDING GROUP LLC (the "Lender").

W I T N E S S E T H

WHEREAS, Grantor, as borrower (the "Borrower") has entered into that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Borrower, WETCO., LLC, a New Mexico limited liability company and Lender, pursuant to which Lender provided for the extension of credit to be made to Borrower; and

WHEREAS, Grantor has granted to Lender a security interest in certain of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower to the Lender under the Loan Agreement.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the applicable Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Lender and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may

execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

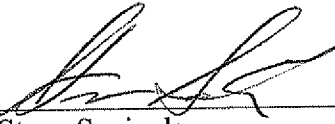
**CHRISTMAS BY KREBS CORPORATION,**  
as Grantor

By:   
Walter Krebs  
Chief Executive Officer

*Signature Page to Trademark Security Agreement*

Acknowledged and accepted:

**SIENA LENDING GROUP LLC,**  
as Lender

By:   
Steve Sanicola  
Director

By:   
Anthony Lavinio  
Director

**SCHEDULE 1**

<b>Loan Party Obligor Owner</b>	<b>Trademark Title</b>	<b>Trademark Application Number and Country if not USA</b>	<b>Trademark Registration Number and Country if not USA</b>
Christmas by Krebs	Christmas by Krebs	78408852	3027039
Christmas by Krebs	Krebs International Ltd.	78381802	3242852
Christmas by Krebs	Santa's Shatterproof	77885571	3821207
Christmas by Krebs	Santa's Glass	77821280	3777739
Christmas by Krebs	American Classic	74629853	2157110
Christmas by Krebs	Crown Cap	74282970	1859794
Wetco	None		

## POWER OF ATTORNEY

Dated as of March 11, 2013

**CHRISTMAS BY KREBS CORPORATION**, a New Mexico corporation (“Grantor”) hereby authorizes **SIENA LENDING GROUP LLC**, its successors and assigns, and any officer or agent thereof (collectively, “Lender”) under that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Grantor, WETCO., LLC, a New Mexico limited liability company, and Lender, following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Lender dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark Security Agreement”), including, without limitation, the power to (a) record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale of inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else, in each case subject to the terms of the Trademark Security Agreement and Loan Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement and the Loan Documents.

This Power of Attorney shall be irrevocable until all of the Obligations have been indefeasibly paid and fully satisfied in full in cash, Lender’s commitment to make Revolving Loans and issue Letters of Credit under the Loan Agreement has expired or terminated and the Loan Agreement has been terminated.



IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

**CHRISTMAS BY KREBS CORPORATION**

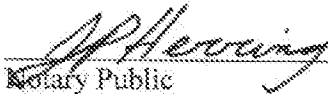
By:   
Walter Krebs  
Chief Executive Officer

*Signature Page to Power of Attorney to Trademark Security Agreement*

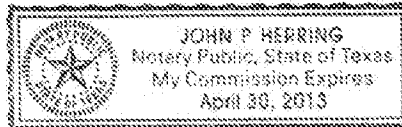
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *Texas* : SS  
COUNTY OF *Dallas* :

On this 7 day of March, 2013, before me personally appeared Walter Krebs, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Christmas by Krebs Corporation, a New Mexico corporation, that he signed the Power of Attorney pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and he desires the same to be recorded as such.

  
Notary Public

My Commission Expires  
*4-30-13*



*Notary Page to Power of Attorney to Trademark Security Agreement*