

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
DYNO SEASONAL SOLUTIONS, LLC		05/02/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	SUNTRUST BANK
Street Address:	303 PEACHTREE STREET, 23RD FLOOR
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	4024167	PRO SERIES
Registration Number:	4053998	DETAILPRO
Registration Number:	4191273	CRAFTPRO
Registration Number:	3451331	CRAFTY STITCHER
Registration Number:	3343789	PENN
Registration Number:	3374313	SHEAR PERFECTION
Registration Number:	3363750	SEW QUICK
Registration Number:	3250462	RAIN FREE
Registration Number:	3674217	NANO TIP
Registration Number:	3594306	CRAFTAB ES
Registration Number:	3575948	CRAFTABLES
Registration Number:	3773082	STRETCHRITE
Registration Number:	3630146	POWER NOTCH
Registration Number:	3596840	PROFESSIONAL SERIES

TRADEMARK

900254353

REEL: 005018 FRAME: 0706

CH \$1390.00 4024167

Registration Number:	3678515	B.ORGANIZED
Registration Number:	3678514	B.ORGANIZED
Registration Number:	3709394	TITAN
Registration Number:	3427735	EASYSTITCHER
Registration Number:	3316658	STITCHES
Registration Number:	3263394	GEM SETTER
Registration Number:	2181345	WINDSTORM
Registration Number:	1977956	RAIN FREE
Registration Number:	1038425	KOMFORT KUT
Registration Number:	0966122	STRETCH-RITE
Registration Number:	0810624	STRETCH-RITE
Registration Number:	3168740	KNITTERATIONS
Registration Number:	4240717	ST. NICKS'S CHOICE SIMPLY YOUR CHRISTMAS
Registration Number:	4185595	ST. NICK'S CHOICE SIMPLIFY YOUR CHRISTMA
Registration Number:	3369295	ST. NICK'S CHOICE
Registration Number:	3399426	CHRISTMAS EVE
Registration Number:	3345856	STORE-N-ROLL
Registration Number:	3501869	WRAP-N-ROLL
Registration Number:	3376016	ST. NICK'S CHOICE PROFESSIONAL DECORATOR
Registration Number:	3496026	NO LADDER
Registration Number:	3151666	HOLDS-TITE
Registration Number:	3036692	ONCE N' FOREVER
Registration Number:	3819050	EVERYDAY IDEAS
Registration Number:	3826949	EZ DECORATING SOLUTIONS
Registration Number:	3783574	EZ STORAGE SOLUTIONS
Registration Number:	3805517	ST. NICK'S CHOICE SIMPLIFY YOUR CHRISTMA
Registration Number:	3842521	EZ-ROLL
Registration Number:	2759971	OMNI
Registration Number:	2396510	PENTA
Registration Number:	2181545	ULTIMATE
Registration Number:	2201788	PIVOT POINT
Registration Number:	2107534	EVERGREEN
Registration Number:	2044217	THE ONE MINUTE CHRISTMAS TREE STAND
Registration Number:	2058709	
Registration Number:	2048246	ALL-IN-ONE

	1593060	GPG
Registration Number:	1545408	LITES-UP
Registration Number:	1986108	SWIVEL STRAIGHT
Serial Number:	85742455	
Serial Number:	85802932	SET THE SCENE
Serial Number:	85887332	TITAN

CORRESPONDENCE DATA

Fax Number: 2027782201
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-419-2055
Email: sloftis@hunton.com
Correspondent Name: Hunton & Williams LLP IP Department
Address Line 1: 2200 Pennsylvania Ave. N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	33411.021241
NAME OF SUBMITTER:	Shelly Anderson
Signature:	/Shelly Anderson/
Date:	05/03/2013

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 2, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of SunTrust Bank ("SunTrust"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lender Group (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 2, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Dyno LLC, a Delaware limited liability company, as Borrower Representative, the other Borrowers party thereto from time to time, the Guarantors party thereto from time to time, the financial institutions party thereto from time to time as Lenders and SunTrust, as administrative agent for the Lenders, as Issuing Bank, and as Swing Bank, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Lenders are willing to make the Loans, and Issuing Bank is willing to issue Letters of Credit, as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of the Lender Group, the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of itself and the Lender Group, this Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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, pledges and hypothecates to Agent for the benefit of the Lender Group, and grants to Agent for the benefit of the Lender Group 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 Intellectual Property Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, 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, without limitation, 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.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest 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.

Section 4. Grantors 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 and Intellectual Property Licenses subject to a security interest hereunder.

Section 5. Counterparts. This 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. Delivery of an executed signature page to this Agreement by facsimile transmission or by e-mail transmission of an electronic file in Adobe Corporation's Portable Document Format (or PDF) shall be as effective as delivery of a manually executed counterpart of this Agreement.


Section 6. Governing Law. This 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 Georgia.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

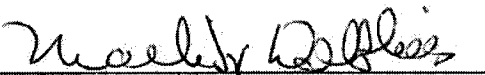
DYNO LLC,
as a Grantor

By: Dyno Holdco LLC, its sole member
By: Dyno Acquiror Inc., its sole member

By: 
Name: Mark H. DeBlois
Title: President

DYNO SEASONAL SOLUTIONS, LLC,
as a Grantor

By: Dyno LLC, its manager
By: Dyno Holdco LLC, its sole member
By: Dyno Acquiror Inc., its sole member

By: 
Name: Mark H. DeBlois
Title: President

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK,
as Agent

By: _____

Name: *Joseph Massaroni*

Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

<u>GRANTOR</u>	<u>TRADEMARK/SERVICE MARK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
DYNO LLC	PRO SERIES	4024167	9/6/11
DYNO LLC	DETAILPRO	4053998	11/8/11
DYNO LLC	CRAFTPRO	4191273	8/14/12
DYNO LLC	CRAFTY STITCHER	3451331	6/17/08
DYNO LLC	PENN	3343789	11/27/07
DYNO LLC	SHEAR PERFECTION	3374313	1/22/08
DYNO LLC	SEW QUICK	3363750	1/1/08
DYNO LLC	RAIN FREE	3250462	6/12/07
DYNO LLC	NANO TIP	3674217	8/25/08
DYNO LLC	CRAFTAB ES	3594306	3/24/09
DYNO LLC	CRAFTABLES	3575948	2/17/09
DYNO LLC	STRETCHRITE	3773082	4/6/10
DYNO LLC	POWER NOTCH	3630146	6/2/09
DYNO LLC	PROFESSIONAL SERIES	3596840	3/24/09
DYNO LLC	B.ORGANIZED	3678515	9/8/09
DYNO LLC	B.ORGANIZED	3678514	9/8/09
DYNO LLC	TITAN	3709394	11/10/09
DYNO LLC	EASYSTITCHER	3427735	5/13/08

SCHEDULE I

<u>GRANTOR</u>	<u>TRADEMARK/SERVICE MARK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
DYNO LLC	STITCHES	3316658	10/23/07
DYNO LLC	GEM SETTER	3263394	7/10/07
DYNO LLC	WINDSTORM	2181345	8/11/98
DYNO LLC	RAIN FREE	1977956	6/4/96
DYNO LLC	KOMFORT KUT	1038425	4/27/76
DYNO LLC	STRETCH-RITE	0966122	8/14/73
DYNO LLC	STRETCH-RITE	0810624	6/28/66
DYNO LLC	KNITTERATIONS	3168740	11/7/06
DYNO SEASONAL SOLUTIONS, LLC	ST. NICKS'S CHOICE SIMPLY YOUR CHRISTMAS	4240717	11/13/12
DYNO SEASONAL SOLUTIONS, LLC	ST. NICK'S CHOICE SIMPLIFY YOUR CHRISTMAS	4185595	8/7/12
DYNO SEASONAL SOLUTIONS, LLC	ST. NICK'S CHOICE	3369295	1/15/08
DYNO SEASONAL SOLUTIONS, LLC	CHRISTMAS EVE	3399426	3/18/08
DYNO SEASONAL SOLUTIONS, LLC	STORE-N-ROLL	3345856	11/27/07
DYNO SEASONAL SOLUTIONS, LLC	WRAP-N-ROLL	3501869	9/16/08
DYNO SEASONAL SOLUTIONS, LLC	ST. NICK'S CHOICE PROFESSIONAL DECORATORS · SINCE 1989 ·	3376016	1/29/08
DYNO SEASONAL SOLUTIONS, LLC	NO LADDER	3496026	9/2/08

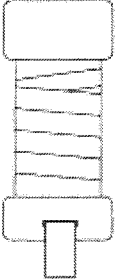
SCHEDULE I

DYNO SEASONAL SOLUTIONS, LLC	HOLDS-TITE	3151666	10/3/06
DYNO SEASONAL SOLUTIONS, LLC	ONCE N' FOREVER	3036692	12/27/05
DYNO SEASONAL SOLUTIONS, LLC	EVERYDAY IDEAS	3819050	7/13/10
DYNO SEASONAL SOLUTIONS, LLC	EZ DECORATING SOLUTIONS	3826949	8/3/10
DYNO SEASONAL SOLUTIONS, LLC	EZ STORAGE SOLUTIONS	3783574	5/4/10
DYNO SEASONAL SOLUTIONS, LLC	ST. NICK'S CHOICE SIMPLIFY YOUR CHRISTMAS PREFERRED BY PROFESSIONALS	3805517	6/22/10
DYNO SEASONAL SOLUTIONS, LLC	EZ-ROLL	3842521	8/31/10
DYNO SEASONAL SOLUTIONS, LLC	OMNI	2759971	9/2/03
DYNO SEASONAL SOLUTIONS, LLC	PENTA	2396510	10/17/00
DYNO SEASONAL SOLUTIONS, LLC	ULTIMATE	2181545	8/11/98
DYNO SEASONAL SOLUTIONS, LLC	PIVOT POINT	2201788	11/3/98
DYNO SEASONAL SOLUTIONS, LLC	EVERGREEN	2107534	10/21/97
DYNO SEASONAL SOLUTIONS, LLC	THE ONE MINUTE CHRISTMAS TREE STAND	2044217	3/11/97

SCHEDULE I

<u>GRANTOR</u>	<u>TRADEMARK/SERVICE MARK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
DYNO SEASONAL SOLUTIONS, LLC	 (DESIGN)	2058709	5/6/97
DYNO SEASONAL SOLUTIONS, LLC	ALL-IN-ONE	2048246	3/25/97
DYNO SEASONAL SOLUTIONS, LLC	GPG	1593060	4/24/90
DYNO SEASONAL SOLUTIONS, LLC	LITES-UP	1545408	6/27/89
DYNO SEASONAL SOLUTIONS, LLC	SWIVEL STRAIGHT	1986108	07/09/1996

TRADEMARK APPLICATIONS

<u>GRANTOR</u>	<u>TRADEMARK/SERVICE MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
DYNO LLC	 (DESIGN)	85742455	10/1/12

SCHEDULE I

<u>GRANTOR</u>	<u>TRADEMARK/SERVICE MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
DYNO SEASONAL SOLUTIONS, LLC	SET THE SCENE	85802932	12/14/12
DYNO SEASONAL SOLUTIONS, LLC	TITAN	85887332	3/27/13

SCHEDULE I

SunTrust/Dyno – Trademark Security Agreement
45294396

RECORDED: 05/03/2013

TRADEMARK
REEL: 005018 FRAME: 0717