

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PENGUIN BRANDS, INC.		04/30/2013	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	1600 MARKET STREET
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3668912	WATERBOX
Registration Number:	4086223	
Registration Number:	4195286	SOFTTOUCH CAP
Serial Number:	85812042	PUSH > POTENTIAL
Serial Number:	85790810	RUNNING ESSENTIALS
Serial Number:	85668110	TRU TOUCH
Serial Number:	85668088	LIGHTWAVE
Serial Number:	85668072	NDURATHLETIC

CORRESPONDENCE DATA

Fax Number: 2158648999
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (215) 864-8407
 Email: wintners@ballardspahr.com
 Correspondent Name: Sandra Winther

CH \$215.00 3668912

Address Line 1: Ballard Spahr LLP
Address Line 2: 1735 Market Street, 51st Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

ATTORNEY DOCKET NUMBER: 00115512

NAME OF SUBMITTER: Sandra Wintner

Signature: /Sandra Wintner/

Date: 05/08/2013

Total Attachments: 5

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 30, 2013, by and among PENGUIN BRANDS, INC., a Pennsylvania corporation ("Borrower") and PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders.

BACKGROUND

A. Borrower and Agent are parties to a Trademark Security Agreement dated as of September 24, 2010 (as the same has been and may hereafter be supplemented, restated, superseded, amended or replaced from time to time, the "Trademark Security Agreement").

B. Borrower and Agent have agreed to amend the Trademark Security Agreement to evidence Agent's security interest in certain new Trademarks, all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, with the foregoing Background incorporated by reference and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined herein (including in the Background), terms defined in the Trademark Security Agreement are used herein as therein defined.

1. **Amendment.** Schedule A to the Trademark Security Agreement is amended by supplementing Sections A.1 and A.2 of such schedule with the Trademarks listed on Exhibit I to this agreement. Any references to "Schedule A" in the Trademark Security Agreement shall be deemed to refer to such schedule as amended hereby.

2. **Representations and Warranties.** Borrower hereby represents and warrants to Agent the representations and warranties made by Borrower in the Trademark Security Agreement are true and correct in all material respects on and as of the date hereof as if made on and as of the date hereof.

3. **Ratification; References.** Except as expressly amended by this Agreement, the Trademark Security Agreement shall continue to be, and shall remain, unaltered and in full force and effect in accordance with its terms. All references in the Trademark Security Agreement to "this Agreement," "hereof," "hereto" and "hereunder" shall be deemed to be references to the Trademark Security Agreement as amended hereby, and all references in the Credit Agreement or the Other Documents to the Trademark Security Agreement shall be deemed to be to the Trademark Security Agreement as amended hereby.

4. **Miscellaneous.**

(a) **Expenses.** Borrower agrees to pay all of Agent's reasonable out-of-pocket expenses incurred in connection with the preparation, negotiation and execution of

this Agreement, including, without limitation, the reasonable fees and expenses of Ballard Spahr LLP.

(b) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(c) **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of Borrower and Agent and their respective successors and assigns.

(d) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

(e) **Headings.** The headings of any paragraph of this Agreement are for convenience only and shall not be used to interpret any provision hereof.

(f) **Modifications.** No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BORROWER:

PENGUIN BRANDS, INC.

By: *Tricia Papile*
Name: *Tricia Papile*
Title: *CFO*

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BORROWER:

PENGUIN BRANDS, INC.

By: _____
Name:
Title:

AGENT:

PNC BANK, NATIONAL ASSOCIATION

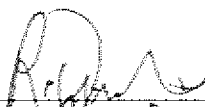

By:  _____
Name: Robert Dreechowski
Title: Vice President

Exhibit I to First Amendment to Trademark Security Agreement

Supplement to Section A.1 of Schedule A to Trademark Security Agreement:

Mark	Registration No.	Registration Date
"WATERBOX"	3,668,912	8/18/2009
Water Buffalo Head Design 	4,086,223	01/17/2012
"SOFTTOUCH CAP"	4,195,286	08/21/2012

Supplement to Section A.2 of Schedule A to Trademark Security Agreement:

Mark	Application No.	Filing Date
"PUSH > POTENTIAL"	85/812,042	12/28/2012
"RUNNING ESSENTIALS"	85/790,810	11/29/2012
"TRUTOUCH"	85/668,110	07/03/2012
"LIGHTWAVE"	85/668,088	07/03/2012
"NDURATHLETIC"	85/668,072	07/03/2012