

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
Taylor-Wharton International LLC		05/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85598654	TAYLOR-WHARTON PARTNERS FOR LIFE	
Serial Number:	85598630		
Serial Number:	85697276	TORO BY TAYLOR-WHARTON	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda Kastner		

Signature:	/lk/
Date:	05/28/2013
Total Attachments: 5 source=Trademark Security Agreement (Term B) Second Supplemental Filing#page1.tif source=Trademark Security Agreement (Term B) Second Supplemental Filing#page2.tif source=Trademark Security Agreement (Term B) Second Supplemental Filing#page3.tif source=Trademark Security Agreement (Term B) Second Supplemental Filing#page4.tif source=Trademark Security Agreement (Term B) Second Supplemental Filing#page5.tif	

TRADEMARK SECURITY AGREEMENT (TERM B) (SECOND SUPPLEMENTAL FILING)

THIS TRADEMARK SECURITY AGREEMENT (TERM B) (SECOND SUPPLEMENTAL FILING), dated as of May 24, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as collateral agent for the Secured Parties referred to in the Guaranty and Security Agreement (as defined below) (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of May 24, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, TWI as Borrower Representative, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as agent for the Lenders and the L/C Issuers, the Term B Lenders, the other Lenders and the L/C Issuers severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor agreed, pursuant to the Amended and Restated Guaranty and Security Agreement (Term B) dated as of June 15, 2010 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined therein) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (Term B) (Second Supplemental Filing).

NOW, THEREFORE, in consideration of the premises and to induce the Term B Lenders and the Agent to enter into the Credit Agreement and to induce the Term B Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the 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 grants to the 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 IP 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement (Term B) (Second Supplemental Filing) is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

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 and IP Licenses subject to a security interest hereunder.

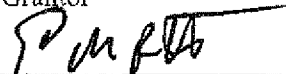
Section 5. Counterparts. This Trademark Security Agreement (Term B) (Second Supplemental Filing) may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute 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 (Term B) (Second Supplemental Filing) 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 Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement (Term B) (Second Supplemental Filing) to be executed and delivered by its duly authorized officer as of the date first set forth above.

TAYLOR-WHARTON INTERNATIONAL
LLC, as Grantor

By: 

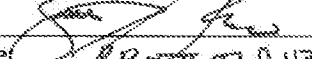
Name: Eric M. Rottier

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement - Taylor-Wharton International LLC
(Term B) (Second Supplemental Filing)]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: BRENT TRAUGER
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement - Taylor-Wharton International LLC
(Term B) (Second Supplemental Filing)]

SCHEDULE I

OWNER OF RECORD	TITLE	SERIAL NUMBER	FILING DATE
Taylor-Wharton International LLC	Taylor-Wharton Partners for Life	85/598,654	04/16/2012
Taylor-Wharton International LLC	Taylor-Wharton (logo image)	85/598,630	04/16/2012
Taylor-Wharton International LLC	TORO	85/697,276	08/07/2012