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
KIK New Jersey, LLC		05/23/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as agent
Street Address:	677 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Connecticut-based, capital markets focused arm of UBS AG, a Swiss financial services company, regulated in the United States by the Federal Reserve: SWITZERLAND

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2928971	TOP JOB
Registration Number:	0776326	TOP JOB
Registration Number:	3603963	TOP JOB

CH $90.00 2928971

CORRESPONDENCE DATA

Fax Number: 3125585700

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

Phone: 312 558-6352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 3600
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	83507-61

NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	05/29/2013

Total Attachments: 5
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of May 23, 2013, by the entity listed on the signature page hereof ("Grantor"), in favor of UBS AG, STAMFORD BRANCH in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent") (this "Notice").

W I T N E S S E T H:

WHEREAS, Grantor is a party to that certain ABL U.S. Security Agreement dated as of May 23, 2013 (the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest:

(a) the Trademarks of the United States of America of the Grantor, including those listed on Schedule I attached hereto; provided that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark; and

(b) all Proceeds of the foregoing; provided, however, that the foregoing shall not include any asset that the Grantor now has or at any time in the future may acquire the right, title or interest of which is legally or beneficially owned by a person other than the Grantor.

SECTION 3. Security Agreement. The security interest granted pursuant to this Notice is granted with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Notice is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything in this Notice to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Notice and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and this Notice, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to Grantor, at the sole cost and expense of Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Notice.

SECTION 5. Counterparts. This Notice 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 Notice by signing and delivering one or more counterparts. Delivery of an executed signature page to this Notice by facsimile transmission or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually signed counterpart of this Notice.

SECTION 6. Applicable Law. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

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

Very truly yours,

KIK NEW JERSEY, LLC

By: KIK INTERNATIONAL LLC,
its Sole Member

By: _____
Name: Ben Kaak
Title: Executive Vice President, Finance & Chief Financial Officer and Assistant Secretary

[Signature Page to Notice (Trademarks) – ABL]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as
Collateral Agent

by

Name: Lana Gifas
Title: Director

by

Name: Joselin Fernandes
Title: Associate Director

[Signature Page to Notice (Trademarks) – ABL]

Schedule I

Trademarks

Trademark	Reg. No.	Reg. Date	Status
TOP JOB	2,928,971	March 1, 2005	Registered
TOP JOB	776,326	September 1, 1964	Registered
TOP JOB	3,603,963	Apr. 7, 2009	Registered