

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atalanta Corporation		09/01/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent for Secured Parties		
Street Address:	190 River Road		
City:	Summit		
State/Country:	NEW JERSEY		
Postal Code:	07901		
Entity Type:	National Banking Association: NEW JERSEY: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86051177	PRIMIO D'ORO	
Registration Number:	2880253	MARIA	
CORRESPONDENCE DATA			
Fax Number:	5168027008		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	516-802-7007		
Email:	lstopol@levystopol.com		
Correspondent Name:	Larry N. Stopol		
Address Line 1:	1425 RXR Plaza		
Address Line 4:	Uniondale, NEW YORK 11556-1425		
NAME OF SUBMITTER:	Larry N. Stopol		
Signature:	/larry n stopol/		
Date:	12/02/2013		
Total Attachments: 3 source=Third Amendment to Trademark Security Agreement-2013#page1.tif source=Third Amendment to Trademark Security Agreement-2013#page2.tif source=Third Amendment to Trademark Security Agreement-2013#page3.tif			

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THIRD AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Third Amendment to Trademark Security Agreement, dated as of September 1, 2013 (this "**Amendment**") is by and between ATALANTA CORPORATION, a New York corporation ("**Atalanta**") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Assignee of COÖPERATIEVE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH, in its capacity as Administrative Agent for a group of Banks (together with its successors, "**Agent**")

WHEREAS, Atalanta and Agent are parties to that certain Trademark Security Agreement dated on or about February 15, 2006 (as amended, restated, modified or supplemented from time to time, the "**Trademark Security Agreement**");

WHEREAS, Atalanta and other Obligated Parties, Agent and the lender parties thereto entered into that certain Credit Agreement dated October 27, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms not otherwise defined herein having the definitions provided therefore in the Credit Agreement; and

WHEREAS, Atalanta and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Amendment to the Trademark Security Agreement.** Schedule 1 to the Trademark Security Agreement is hereby amended by supplementing Schedule 1 to the Trademark Security Agreement to include the information set forth on Schedule 1 attached hereto.

2. **Miscellaneous.**

(a) **Captions.** Section captions used in this Amendment are for convenience only and shall not affect the construction of this Amendment.


(b) **Counterparts.** This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

(c) **Governing Law.** This Amendment shall be construed in all respects in accordance with, and governed by, all of the provisions of the New York Uniform Commercial Code and by the other internal laws (as opposed to conflict of laws provisions) of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Third Amendment as of the date first written above.


ATLANTA CORPORATION

By


Tom DeCarlo, CFO

WELLS FARGO BANK, NATIONAL ASSOCIATION,
As Agent for the Secured Parties

By


Susan Wright-Kail, UP.

SCHEDULE 1

Trademark Name	Application No.	Registration No.
Primio D'Oro	86/051,177	
MARIA		2,880,253