

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
Nielsen & Bainbridge, LLC		12/30/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 72

Property Type	Number	Word Mark
Registration Number:	3405913	ADALIA
Registration Number:	1153919	ALPHAMAT
Registration Number:	1153917	ALPHAMOUNT
Registration Number:	1236235	ALPHARAG
Registration Number:	3082293	ARCHIVART
Registration Number:	2548281	ARTCARE ALPHALINEN
Registration Number:	3174628	ASTI
Registration Number:	1016848	BAINBRIDGE
Registration Number:	3481733	BB
Registration Number:	1055591	BB
Registration Number:	1645234	BB BURNES
Registration Number:	3626935	BB BURNES
Registration Number:	3481732	BB BURNES
Registration Number:	3375463	BB BURNES OF BOSTON

TRADEMARK

Registration Number:	2947682	BEVELACCENTS
Registration Number:	1580105	BLACK PEARL
Registration Number:	1750065	BURNES
Registration Number:	3723042	BURNES ENVUE
Registration Number:	1057648	BURNES OF BOSTON
Registration Number:	3331196	BURNES OF BOSTON
Registration Number:	4371568	C+H
Registration Number:	2340194	CANTERBURY MATBOARD
Registration Number:	3021530	CANYON
Registration Number:	1612966	CARR
Registration Number:	3021550	CIRCA
Registration Number:	1968927	CONNOISSEUR
Registration Number:	3405911	CORUM
Registration Number:	1835473	DAX
Registration Number:	2296802	DECOR ESSENTIALS
Registration Number:	1800750	DECOREL
Registration Number:	1896214	D DECOREL
Registration Number:	3548032	ECOCARE
Registration Number:	1589978	FASTAB
Registration Number:	4255266	FRAMEFLOATER
Registration Number:	1085803	FRAMEKIT
Registration Number:	1448540	FRAMES AS SPECIAL AS THE MEMORIES THEY H
Registration Number:	3622888	HEIRLOOM
Registration Number:	1648176	HERITAGE
Registration Number:	1549092	HOLSON
Registration Number:	1673488	I
Registration Number:	0916304	IIC
Registration Number:	4144318	INTERCRAFT
Registration Number:	3313281	LEVEL-LINE
Registration Number:	3099455	LEVEL-LINE
Registration Number:	3514031	LEVEL-LINE
Registration Number:	4078168	METALLIX
Registration Number:	3898290	METROPOLITAN
Registration Number:	3275836	MONCADA
Registration Number:	2701295	NEOPOLITAN

	2566900	NIELSEN BAINBRIDGE
Registration Number:	1305935	NIELSEN
Registration Number:	3743179	NO MORE CROOKED LEDGES!
Registration Number:	3743177	NO MORE CROOKED PICTURES!
Registration Number:	3405908	NOCTURNE
Registration Number:	2222717	NOVACORE
Registration Number:	1651515	NURRE CAXTON
Registration Number:	1762894	OLD CRAFTSMAN
Registration Number:	3174619	ONDA
Registration Number:	3230292	PALLADIO
Registration Number:	3958736	RADIANTS
Registration Number:	1363411	RARE WOODS
Registration Number:	1653107	REFLECTIONS
Registration Number:	0917181	REGAL
Registration Number:	3273844	RESTORE
Registration Number:	3142727	SALON
Registration Number:	2886362	SPEEDMOUNT
Registration Number:	3447541	STATE STREET
Registration Number:	1706662	STUDIOTAC
Registration Number:	1079906	TERRAGRAFICS
Registration Number:	1153176	THE FRAME PEOPLE
Registration Number:	1541577	ULTIMIZER
Serial Number:	85784835	VIVIDS

CORRESPONDENCE DATA

Fax Number: 3125774565
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-654
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/

TRADEMARK

REEL: 005183 FRAME: 0320

12/30/2013

Total Attachments: 9

source=Trademark Security Agreement (Borrower)#page1.tif
source=Trademark Security Agreement (Borrower)#page2.tif
source=Trademark Security Agreement (Borrower)#page3.tif
source=Trademark Security Agreement (Borrower)#page4.tif
source=Trademark Security Agreement (Borrower)#page5.tif
source=Trademark Security Agreement (Borrower)#page6.tif
source=Trademark Security Agreement (Borrower)#page7.tif
source=Trademark Security Agreement (Borrower)#page8.tif
source=Trademark Security Agreement (Borrower)#page9.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2013, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 30, 2013 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time ("Credit Agreement")), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of December 30, 2013 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent for the benefit of the Secured Parties 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed);

- (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 is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the 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. Subject to the terms and conditions of the Guaranty and Security Agreement and the Credit Agreement and to the extent required by the terms and conditions of the Guaranty and Security Agreement or the Credit Agreement, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks.

Section 5. Counterparts. This Trademark Security 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 of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security 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 New York.

[SIGNATURE PAGES FOLLOW]

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

NIELSEN & BAINBRIDGE, LLC,
as Grantor

By: 

Name: Gary Golden

Title: Chief Financial Officer and Vice
President

Trademark Security Agreement

TRADEMARK
REEL: 005183 FRAME: 0324

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By: 

Name: _____

Title: Duly Authorized Signatory

Michael D. TerHorst
Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 005183 FRAME: 0325

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

			Serial number	Registration Number	
Trademark	Country	Owner	Filing Date	Registration Date	Status
ADALIA ADALIA	US Federal	Nielsen & Bainbridge, LLC	76-654190 January 25, 2006	3,405,913 April 1, 2008	Registered
ALPHAMAT	US Federal	Nielsen & Bainbridge, LLC	73/231,417 September 14, 1979	1,153,919 May 12, 1981	Registered
ALPHAMOUNT	US Federal	Nielsen & Bainbridge, LLC	73/231,312 September 14, 1979	1,153,917 May 12, 1981	Registered
ALPHARAG	US Federal	Nielsen & Bainbridge, LLC	73/327,886 September 14, 1981	1,236,235 May 3, 1883	Registered
ARCHIVART ARCHIVART	US Federal	Nielsen & Bainbridge, LLC	78-611653 April 19, 2005	3,082,293 April 18, 2006	Registered
ARTCARE ALPHALINEN	US Federal	Nielsen & Bainbridge, LLC	76-012663 March 29, 2000	2,548,281 March 12, 2002	Registered
ASTI	US Federal	Nielsen & Bainbridge, LLC	76-634205 March 21, 2005	3,174,628 November 21, 2006	Registered
BAINBRIDGE	US Federal	Nielsen & Bainbridge, LLC	73/017,565 April 1, 1974	1,016,848 July 29, 1975	Registered
BB & Circle Design	US Federal	Nielsen & Bainbridge, LLC	77188663 May 23, 2007	3481733 August 5, 2008	Registered
BB & Design	US Federal	Nielsen & Bainbridge, LLC	73085803 May 3, 1976	1055591 January 4, 1977	Registered
BB BURNES	US Federal	Nielsen & Bainbridge, LLC	74077511 July 12, 1990	1645234 May 21, 1991	Registered
BB BURNES & Circle Design	US Federal	Nielsen & Bainbridge, LLC	77616971 November 18, 2008	3626935 May 26, 2009	Registered
BB BURNES & Circle Design	US Federal	Nielsen & Bainbridge, LLC	77188647 May 23, 2007	3481732 August 5, 2008	Registered
BB BURNES OF BOSTON & Design	US Federal	Nielsen & Bainbridge, LLC	77188007 May 23, 2007	3375463 January 29, 2008	Registered
BEVELACCENTS	US Federal	Nielsen & Bainbridge, LLC	78-232515 April 1, 2003	2,947,682 May 10, 2005	Registered
BLACK PEARL	US Federal	Nielsen & Bainbridge, LLC	73764010 November 16, 1988	1580105 January 30, 1990	Registered
BURNES	US Federal	Nielsen &	74077542	1750065	Registered

			Serial number	Registration Number	
Trademark	Country	Owner	Filing Date	Registration Date	Status
		Bainbridge, LLC	July 12, 1990	February 2, 1993	
BURNES ENVUE & Design	US Federal	Nielsen & Bainbridge, LLC	77395100 February 12, 2008	3723042 December 8, 2009	Registered
BURNES OF BOSTON	US Federal	Nielsen & Bainbridge, LLC	73085802 May 3, 1976	1057648 February 1, 1977	Registered
BURNES OF BOSTON	US Federal	Nielsen & Bainbridge, LLC	78661461 June 30, 2005	3331196 November 6, 2007	Registered
C+H	US Federal	Nielsen & Bainbridge, LLC	85/784,183 November 20, 2012	4,371,568 July 23, 2013	Registered
CANTERBURY MATBOARD	US Federal	Nielsen & Bainbridge, LLC	75-554156 September 15, 1998	2,340,194 April 11, 2000	Registered
CANYON CANYON	US Federal	Nielsen & Bainbridge, LLC	76-578316 February 27, 2004	3,021,530 November 29, 2005	Registered
CARR	US Federal	Nielsen & Bainbridge, LLC	73827601 September 25, 1989	1612966 September 11, 1990	Registered
CIRCA CIRCA	US Federal	Nielsen & Bainbridge, LLC	76-582592 March 24, 2004	3,021,550 November 29, 2005	Registered
CONNOISSEUR	US Federal	Nielsen & Bainbridge, LLC	74550691 July 18, 1994	1968927 April 16, 1996	Registered
CORUM CORUM	US Federal	Nielsen & Bainbridge, LLC	76-653890 January 25, 2006	3,405,911 April 1, 2008	Registered
DAX	US Federal	Nielsen & Bainbridge, LLC	74417340 July 26, 1993	1835473 May 10, 1994	Registered
DÉCOR ESSENTIALS	US Federal	Nielsen & Bainbridge, LLC	75419805 January 20, 1998	2296802 November 30, 1999	Registered
DECOREL	US Federal	Nielsen & Bainbridge, LLC	74365504 March 8, 1993	1800750 October 26, 1993	Registered
DECOREL & Design	US Federal	Nielsen & Bainbridge, LLC	74533913 June 6, 1994	1896214 May 30, 1995	Registered
ECOCARE ECOCARE	US Federal	Nielsen & Bainbridge, LLC	77-369505 January 11, 2008	3,548,032 December 16, 2008	Registered
FASTAB	US Federal	Nielsen & Bainbridge, LLC	73781848 February 21, 1989	1589978 April 3, 1990	Registered
FRAMEFLOATER	US Federal	Nielsen & Bainbridge, LLC	85/527,301 January 27, 2012	4,255,266 December 4, 2012	Registered

			Serial number	Registration Number	
Trademark	Country	Owner	Filing Date	Registration Date	Status
FRAMEKIT	US Federal	Nielsen & Bainbridge, LLC	73/088,030 May 21, 1976	1,085,803 February 14, 1978	Registered
FRAMES AS SPECIAL AS THE MEMORIES THEY HOLD	US Federal	Nielsen & Bainbridge, LLC	73635136 December 12, 1986	1448540 July 21, 1987	Registered
HEIRLOOM	US Federal	Nielsen & Bainbridge, LLC	77592970 October 15, 2008	3622888 May 19, 2009	Registered
HERITAGE	US Federal	Nielsen & Bainbridge, LLC	74077414 July 11, 1990	1648176 June 18, 1991	Registered
HOLSON	US Federal	Nielsen & Bainbridge, LLC	73719889 March 31, 1988	1549092 July 25, 1989	Registered
I	US Federal	Nielsen & Bainbridge, LLC	74155068 April 8, 1991	1673488 January 28, 1992	Registered
IIC	US Federal	Nielsen & Bainbridge, LLC	72349982 January 29, 1970	0916304 July 13, 1971	Registered
INTERCRAFT	US Federal	Nielsen & Bainbridge, LLC	85380214 July 25, 2011	4144318 May 15, 2012	Registered
LEVEL-LINE	US Federal	Nielsen & Bainbridge, LLC	77015584 October 6, 2006	3313281 October 16, 2007	Registered
LEVEL-LINE	US Federal	Nielsen & Bainbridge, LLC	78976815 October 1, 2003	3099455 May 30, 2006	Registered
LEVEL-LINE	US Federal	Nielsen & Bainbridge, LLC	78308242 October 1, 2003	3514031 October 7, 2008	Registered
METALLIX	US Federal	Nielsen & Bainbridge, LLC	85/256,720 March 3, 2011	4,078,168 December 27, 2011	Registered
METROPOLITAN	US Federal	Nielsen & Bainbridge, LLC	76/200,531 January 26, 2001	3,898,290 January 4, 2011	Registered
MONCADA MONCADA	US Federal	Nielsen & Bainbridge, LLC	76-628533 January 11, 2005	3,275,836 August 7, 2007	Registered
NEOPOLITAN	US Federal	Nielsen & Bainbridge, LLC	76/317,342 September 25, 2001	2,701,295 March 25, 2003	Registered
NIELSEN BAINBRIDGE and Design NielsenBainbridge	US Federal	Nielsen & Bainbridge, LLC	76-130587 September 19, 2000	2,566,900 May 7, 2002	Registered
NIELSEN Stylized	US Federal	Nielsen & Bainbridge, LLC	73/412,561 February 7, 1983	1,305,935 November 20, 1984	Registered
NO MORE CROOKED LEDGES!	US Federal	Nielsen & Bainbridge, LLC	77596718 October 21, 2008	3743179 January 26, 2010	Registered
NO MORE	US Federal	Nielsen &	77596706	3743177	Registered

			Serial number	Registration Number	
Trademark	Country	Owner	Filing Date	Registration Date	Status
CROOKED PICTURES!		Bainbridge, LLC	October 21, 2008	January 26, 2010	
NOCTURNE NOCTURNE	US Federal	Nielsen & Bainbridge, LLC	76-649621 November 1, 2005	3,405,908 April 1, 2008	Registered
NOVACORE	US Federal	Nielsen & Bainbridge, LLC	75/409,563 December 22, 1997	2,222,717 February 9, 1999	Registered
NURRE CAXTON	US Federal	Nielsen & Bainbridge, LLC	74/119,993 December 3, 1990	1,651,515 July 23, 1991	Registered
OLD CRAFTSMAN	US Federal	Nielsen & Bainbridge, LLC	74278805 May 27, 1992	1762894 April 6, 1993	Registered
ONDA ONDA	US Federal	Nielsen & Bainbridge, LLC	76-631612 February 14, 2005	3,174,619 November 21, 2006	Registered
PALLADIO PALLADIO	US Federal	Nielsen & Bainbridge, LLC	76-629335 January 10, 2005	3,230,292 April 17, 2007	Registered
RADIANTS and Design 	US Federal	Nielsen & Bainbridge, LLC	77-829456 September 18, 2009	3,958,736 May 10, 2011	Registered
RARE WOODS	US Federal	Nielsen & Bainbridge, LLC	73497669 September 4, 1984	1363411 October 1, 1985	Registered
REFLECTIONS	US Federal	Nielsen & Bainbridge, LLC	74/095,580 September 7, 1990	1,653,107 August 6, 1991	Registered
REGAL	US Federal	Nielsen & Bainbridge, LLC	72333572 July 25, 1969	0917181 July 27, 1971	Registered
RESTORE RESTORE	US Federal	Nielsen & Bainbridge, LLC	77-022037 October 16, 2006	3,273,844 August 7, 2007	Registered
SALON SALON	US Federal	Nielsen & Bainbridge, LLC	76-628537 January 10, 2005	3,142,727 September 12, 2006	Registered
SPEEDMOUNT	US Federal	Nielsen & Bainbridge, LLC	78-232478 April 1, 2003	2,886,362 September 21, 2004	Registered
STATE STREET	US Federal	Nielsen & Bainbridge, LLC	77100540 February 6, 2007	3447541 June 17, 2008	Registered
STUDIOTAC	US Federal	Nielsen & Bainbridge, LLC	74/139,496 February 14, 1991	1,706,662 August 11, 1992	Registered
STUDIOTAC	US Federal	Nielsen & Bainbridge, LLC	74139496 February 14, 1991	1706662 August 11, 1992	Registered
TERRAGRAFICS	US Federal	Nielsen &	73121800	1079906	Registered

			Serial number	Registration Number	
Trademark	Country	Owner	Filing Date	Registration Date	Status
		Bainbridge, LLC	April 6, 1977	December 20, 1977	
THE FRAME PEOPLE	US Federal	Nielsen & Bainbridge, LLC	73201562 January 25, 1979	1153176 May 5, 1981	Registered
ULTIMIZER	US Federal	Nielsen & Bainbridge, LLC	73748001 August 24, 1988	1541577 May 30, 1989	Registered

2. TRADEMARK APPLICATIONS

			Serial number	Registration Number	
Trademark	Country	Owner	Filing Date	Registration Date	Status
VIVIDS	US Federal	Nielsen & Bainbridge, LLC	85/784,835 November 21, 2012		Pending