

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
Pinnacle Frames and Accents, Inc.		12/30/2013	CORPORATION: 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: 18

Property Type	Number	Word Mark
Registration Number:	2224816	BRISTOL COLLECTION
Registration Number:	2960304	CYNTHIA ROYCE
Registration Number:	2876462	CYNTHIA ROYCE
Registration Number:	2217987	DESIGN YOUR OWN ALBUM
Registration Number:	3468853	FAMILY & FRIENDS
Registration Number:	4318375	GALLERY PERFECT
Registration Number:	3459400	GALLERY SOLUTIONS
Registration Number:	4205149	GALLERY SOLUTIONS
Registration Number:	1847709	PHOTOTRAC
Registration Number:	2812439	PINNACLE FRAMES & ACCENTS
Registration Number:	3357544	ROYCE LIMITED
Registration Number:	4256188	SHOWCASE YOUR LIFE
Registration Number:	2741661	T THOMPSON
Registration Number:	3392971	TACMAT

CH \$465.00 2224816

Registration Number:	3392970	WALLGRABBER
Registration Number:	2773501	YOUR MEMORIES FOR LIFE
Registration Number:	4392542	YOUR MEMORIES FOR LIFE
Serial Number:	85179290	CURATOR'S CHOICE

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/
Date:	12/30/2013

Total Attachments: 6
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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.

PINNACLE FRAMES AND ACCENTS, INC.,
as Grantor

By: 
Name: Gary Golden
Title: Executive Vice President of Finance,
Chief Financial Officer and Treasurer

Trademark Security Agreement

TRADEMARK
REEL: 005183 FRAME: 0335

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

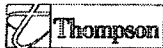
Trademark Security Agreement

TRADEMARK
REEL: 005183 FRAME: 0336

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

			Serial number	Registration Number	
Trademark	Country	Owner	Filing Date	Registration Date	Status
BRISTOL COLLECTION	US Federal	Pinnacle Frames and Accents, Inc.	75-365730 September 30, 1997	2,224,816 February 16, 1999	Registered
CURATOR'S CHOICE CURATOR'S CHOICE	US Federal	Pinnacle Frames and Accents, Inc.	85-179290 November 17, 2010	4,701,789 December 13, 2011	Registered
CYNTHIA ROYCE	US Federal	Pinnacle Frames and Accents, Inc.	76-503565 April 2, 2003	2,960,304 June 7, 2005	Registered
CYNTHIA ROYCE	US Federal	Pinnacle Frames and Accents, Inc.	76-503568 April 2, 2003	2,876,462 August 24, 2004	Registered
DESIGN YOUR OWN ALBUM	US Federal	Pinnacle Frames and Accents, Inc.	75-307967 June 12, 1997	2,217,987 January 12, 1999	Registered
FAMILY & FRIENDS FAMILY & FRIENDS	US Federal	Pinnacle Frames and Accents, Inc.	77-126881 March 9, 2007	3,468,853 July 15, 2008	Registered
GALLERY PERFECT	US Federal	Pinnacle Frames and Accents, Inc.	85/518,328 January 17, 2012	4,318,375	Registered
GALLERY SOLUTIONS GALLERY SOLUTIONS	US Federal	Pinnacle Frames and Accents, Inc.	78-677895 July 25, 2005	3,459,400 July 1, 2008	Registered
GALLERY SOLUTIONS	US Federal	Pinnacle Frames and Accents, Inc.	85/519148 January 18, 2012	4,205,149 September 11, 2012	Registered
PHOTOTRAC	US Federal	Pinnacle Frames and Accents, Inc.	74-442975 October 1, 1993	1,847,709 August 2, 1994	Registered
PINNACLE FRAMES & ACCENTS and Design 	US Federal	Pinnacle Frames and Accents, Inc.	76-465866 November 12, 2002	2,812,439 February 10, 2004	Registered
ROYCE LIMITED	US Federal	Pinnacle Frames and Accents, Inc.	78-775953 December 19, 2005	3,357,544 December 18, 2007	Registered

			Serial number	Registration Number	
Trademark	Country	Owner	Filing Date	Registration Date	Status
SHOWCASE YOUR LIFE	US Federal	Pinnacle Frames and Accents, Inc.	85/438129 October 3, 2011	4,256,188 December 11, 2012	Registered
T THOMPSON and Design 	US Federal	Pinnacle Frames and Accents, Inc.	76-457461 October 10, 2002	2,741,661 July 29, 2003	Registered
TACMAT TACMAT	US Federal	Pinnacle Frames and Accents, Inc.	78-677891 July 25, 2005	3,392,971 March 4, 2008	Registered
WALLGRABBER WALLGRABBER	US Federal	Pinnacle Frames and Accents, Inc.	78-677882 July 25, 2005	3,392,970 March 4, 2008	Registered
YOUR MEMORIES FOR LIFE	US Federal	Pinnacle Frames and Accents, Inc.	76-482462 January 15, 2003	2,773,501 October 14, 2003	Registered
YOUR MEMORIES FOR LIFE YOUR MEMORIES FOR LIFE	US Federal	Pinnacle Frames and Accents, Inc.	77-866718 November 6, 2009	4,392,542 August 27, 2013	Registered