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
Wilton Industries, Inc.		08/13/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4325075	ALL-OCCASION CHECKERBOARD CAKE PAN SET
Registration Number:	4339052	LOVE POTION SPRINKLE SET
Serial Number:	85933770	BASTE IT BETTER!
Serial Number:	86006608	SMALL & SWEET & FUN TO EAT!
Serial Number:	86027321	THE WILTON ROSE
Serial Number:	86013047	DECORATOR PREFERRED

CH $165.00 4325075

CORRESPONDENCE DATA

Fax Number:

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

Email: mmakover@paulweiss.com, dewilliams@paulweiss.com
Correspondent Name: Matthew S. Makover
Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19338-004

NAME OF SUBMITTER:	Matthew S. Makover
Signature:	/Matthew S. Makover/
Date:	01/02/2014

Total Attachments: 5
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Trademark Security Agreement

Trademark Security Agreement, dated as of August 13, 2013, by Wilton Industries, Inc. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the ABL Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to an ABL Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement;" capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of August 30, 2012 made by Wilton Brands LLC, a Delaware limited liability company, the other Pledgors party thereto and DEUTSCHE BANK TRUST COMPANY AMERICAS, as the Collateral Agent in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the ABL Credit Agreement, the Pledgors hereby agree 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. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto; and

(b) all goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall, upon the written request and at the sole cost and expense of the Pledgors, execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement in accordance with Section 11.4 of the Security Agreement.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Trademark Security Agreement 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 Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

WILTON INDUSTRIES, INC.

By: _____
Name: Steven Isko
Title: Executive Vice President and General Counsel

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: _____
Name: **Dusan Lazarov**
Title: **Director**

By: _____
Name: **Lisa Wong**
Title: **Vice President**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK	DATE OF REGISTRATION
Wilton Industries, Inc.	4325075	All-Occasion Checkerboard Cake Pan Set design	4/23/2013
Wilton Industries, Inc.	4339052	Love Potion Sprinkle Set	5/21/2013

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK	DATE OF APPLICATION
Wilton Industries, Inc.	85933770	Baste It Better!	5/16/2013
Wilton Industries, Inc.	86006608	Small & Sweet & Fun to Eat!	7/10/2013
Wilton Industries, Inc.	86027321	The Wilton Rose	8/2/2013
Wilton Industries, Inc.	86013047	Decorator Preferred	7/17/2013