

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		12/30/2013	NATIONAL BANKING ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA	
Name:	PINNACLE FRAMES AND ACCENTS, INC.
Street Address:	12201 TECHNOLOGY BOULEVARD
Internal Address:	SUITE 1200
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78727
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19		
Property Type	Number	Word Mark
Registration Number:	2966795	ALBUM WORKS BY THOMPSON
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:	3459400	GALLERY SOLUTIONS
Registration Number:	1847709	PHOTOTRAC
Registration Number:	2812439	PINNACLE FRAMES & ACCENTS
Registration Number:	3357544	ROYCE LIMITED
Registration Number:	2741661	T THOMPSON
Registration Number:	2876461	T THOMPSON

CH \$490.00 2966795

Registration Number:	3392971	TACMAT
Registration Number:	2876371	VALUE FIRST
Registration Number:	3392970	WALLGRABBER
Registration Number:	2773501	YOUR MEMORIES FOR LIFE
Serial Number:	85179323	CURATOR CLASSICS
Serial Number:	85179290	CURATOR'S CHOICE
Serial Number:	77866718	YOUR MEMORIES FOR LIFE

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: dgaier@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Danielle L. Gaier

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	11191-179
NAME OF SUBMITTER:	Danielle L. Gaier
Signature:	/Danielle L. Gaier/
Date:	01/06/2014

Total Attachments: 5

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EXECUTION VERSION

**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of December 30, 2013 is made by PNC Bank, National Association, a national banking association, in its capacity as collateral agent (referred to herein as the "Collateral Agent"), in favor of Pinnacle Frames and Accents, Inc., a Delaware corporation (the "Company"), pursuant to that certain Amended and Restated Credit Agreement dated as of April 12, 2011, as amended by that certain Amendment No. 1 to Amended and Restated Credit Agreement, dated as of April 16, 2013 (as the same may be further amended or modified from time to time) (together, the "Credit Agreement") among Holdings, the Borrowers party thereto, the other Lenders from time to time party thereto, the Administrative Agent, and General Electric Capital Corporation, as Syndication Agent.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Company has executed and delivered a joinder to the Security Agreement, dated as of May 25, 2006, as amended by that certain Acknowledgment and Amendment to Security Agreement, dated as of April 12, 2011 (as amended, restated, supplemented or otherwise modified from time to time) (together, the "Security Agreement");

WHEREAS, in connection with the Security Agreement, the Company has executed and delivered that certain Trademark Security Agreement, dated as of April 12, 2011, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time) (the "Trademark Agreement");

WHEREAS, pursuant to the Trademark Agreement, the Company pledged and granted to the Collateral Agent for the benefit of the Secured Creditors a continuing security interest in all Trademark Collateral, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto (the "Released Trademarks");

WHEREAS, the Company has requested that the Collateral Agent release any and all right, title and interest it may have in the Released Trademarks pursuant to the Trademark Agreement, and the Collateral Agent has agreed to do so; and

WHEREAS, the Collateral Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and Trademark Agreement, as applicable.

SECTION 2. Release of Security Interest. The Collateral Agent does hereby release, relinquish and discharge its security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks and all right, title and interest of the Company in the Released Trademarks are hereby reassigned by the Collateral Agent to the Company.

SECTION 3. Further Assurances. The Collateral Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

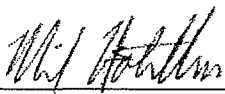
SECTION 4. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 5. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: MICHAEL HOTCHKISS
Title: VICE PRESIDENT

[Signature Page – Notice of Release of Security Interest in Trademarks in Favor of Pinnacle Frames and Accents, Inc.]


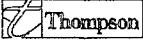

TRADEMARK
REEL: 005187 FRAME: 0572

SCHEDULE A

To Notice and Release of Security Interest in Trademarks
in Favor of Pinnacle Frames and Accents, Inc.

Trademarks

Registered Trademarks

	MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS	OWNER
1	ALBUM WORKS BY THOMPSON	78-377056	March 2, 2004	2,966,795	July 12, 2005	Registered	Pinnacle Frames and Accents, Inc
2	BRISTOL COLLECTION	75-365730	September 30, 1997	2,224,816	February 16, 1999	Registered	Pinnacle Frames and Accents, Inc
3	CYNTHIA ROYCE	76-503565	April 2, 2003	2,960,304	June 7, 2005	Registered	Pinnacle Frames and Accents, Inc
4	CYNTHIA ROYCE	76-503568	April 2, 2003	2,876,462	August 24, 2004	Registered	Pinnacle Frames and Accents, Inc
5	DESIGN YOUR OWN ALBUM	75-307967	June 12, 1997	2,217,987	January 12, 1999	Registered	Pinnacle Frames and Accents, Inc
6	FAMILY & FRIENDS FAMILY & FRIENDS	77-126881	March 9, 2007	3,468,853	July 15, 2008	Registered	Pinnacle Frames and Accents, Inc
7	GALLERY SOLUTIONS GALLERY SOLUTIONS	78-677895	July 25, 2005	3,459,400	July 1, 2008	Registered	Pinnacle Frames and Accents, Inc
8	PHOTOTRAC	74-442975	October 1, 1993	1,847,709	August 2, 1994	Registered	Pinnacle Frames and Accents, Inc
9	PINNACLE FRAMES & ACCENTS and Design 	76-465866	November 12, 2002	2,812,439	February 10, 2004	Registered	Pinnacle Frames and Accents, Inc
10	ROYCE LIMITED	78-775953	December 19, 2005	3,357,544	December 18, 2007	Registered	Pinnacle Frames and Accents, Inc
11	T THOMPSON and Design 	76-457461	October 10, 2002	2,741,661	July 29, 2003	Registered	Pinnacle Frames and Accents, Inc
12	T THOMPSON and Design 	76-503567	April 2, 2003	2,876,461	August 24, 2004	Registered	Pinnacle Frames and Accents, Inc
13	TACMAT TACMAT	78-677891	July 25, 2005	3,392,971	March 4, 2008	Registered	Pinnacle Frames and Accents, Inc
14	VALUE FIRST	76-493665 3	February 27, 200	2,876,371	August 24, 2004	Registered	Pinnacle Frames and Accents, Inc

	MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS	OWNER
15.	WALLGRABBER WALLGRABBER	78-677882	July 25, 2005	3,392,970	March 4, 2008	Registered	Pinnacle Frames and Accents, Inc.
16.	YOUR MEMORIES FOR LIFE	76-482462	January 15, 2003	2,773,501	October 14, 2003	Registered	Pinnacle Frames and Accents, Inc.

Pending Trademark Applications

	MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS	OWNER
1.	CURATOR CLASSICS CURATOR CLASSICS	85-179323	November 17, 2010			Pending	Pinnacle Frames and Accents, Inc.
2.	CURATOR'S CHOICE CURATOR'S CHOICE	85-179290	November 17, 2010			Pending	Pinnacle Frames and Accents, Inc.
3.	YOUR MEMORIES FOR LIFE YOUR MEMORIES FOR LIFE	77-866718	November 6, 2009			Pending	Pinnacle Frames and Accents, Inc.