

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Amendment to Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PURE ROMANCE, LLC | | 01/17/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Fifth Third Bank | | |
| Street Address: | 38 Fountain Square Plaza, MD 10908F | | |
| Internal Address: | Attention: Structured Finance Group | | |
| City: | Cincinnati | | |
| State/Country: | OHIO | | |
| Postal Code: | 45263 | | |
| Entity Type: | Banking Corporation: OHIO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3816148 | SLUMBER PARTIES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2025339099 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 202-467-8800 | | |
| Email: | jspiantanida@vorys.com, dharcher@vorys.com | | |
| Correspondent Name: | Vorys, Sater, Seymour and Pease LLP | | |
| Address Line 1: | P.O. Box 2255 -- IPLAW@Vorys | | |
| Address Line 2: | Attn: Tanya Marie Curcio | | |
| Address Line 4: | Columbus, OHIO 43216-2255 | | |
| ATTORNEY DOCKET NUMBER: | 005252-877/1707/PUREROMAN | | |
| NAME OF SUBMITTER: | Julie S. Piantanida | | |

| | |
|---|--------------------|
| Signature: | /julie piantanida/ |
| Date: | 02/05/2014 |
| Total Attachments: 5 source=(18458267)_(1)_Second Amendment to Trademark Security Agreement#page1.tif source=(18458267)_(1)_Second Amendment to Trademark Security Agreement#page2.tif source=(18458267)_(1)_Second Amendment to Trademark Security Agreement#page3.tif source=(18458267)_(1)_Second Amendment to Trademark Security Agreement#page4.tif source=(18458267)_(1)_Second Amendment to Trademark Security Agreement#page5.tif | |

**SECOND AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of January 17, 2014 (the "Effective Date"), to be effective at all times after the consummation of the Slumber Parties Acquisition, as defined in the Credit Agreement defined below, by and between **PURE ROMANCE, LLC**, a Delaware limited liability company and successor by merger to Pure Romance Acquisition LLC, a Delaware limited liability company ("Debtor"), whose principal place of business and mailing address is 161 Commerce Boulevard, Loveland, Ohio 45140, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Borrower and Lender are parties to that certain Credit Agreement dated as of April 19, 2012, as amended by the letter agreement dated as of September 1, 2012 among Lender, Borrower, Parent and Pure Romance Canada, the letter agreement dated as of April 1, 2013 among Lender, Borrower, Parent and Pure Romance Canada, the First Amendment to Credit Agreement dated as of July 18, 2013, and the Second Amendment to Credit Agreement dated as of even date herewith (the "Second Amendment") (as amended, as may be further amended, modified, replaced, restated, or renewed hereinafter, the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor and Lender entered into a Trademark Security Agreement dated as of April 19, 2012, as amended by the First Amendment to Trademark Security Agreement dated as of July 24, 2013 (as amended, the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Credit Agreement, as applicable.

C. In order to induce Lender to enter into the Second Amendment, Debtor agreed, among other things, to amend the Trademark Security Agreement.

D. Now, in order to satisfy the condition set forth in the Second Amendment, Debtor and Secured Party hereby amend the Trademark Security Agreement all on the terms and subject to the conditions of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as

Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid and first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

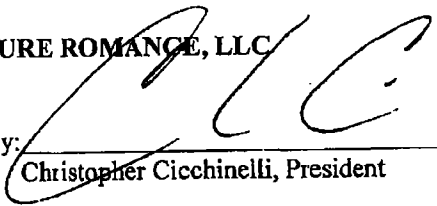
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date, to be effective at all times after the consummation of the Slumber Parties Acquisition.

PURE ROMANCE, LLC

By: 
Christopher Cicchinelli, President

FIFTH THIRD BANK

By: _____
Anne B. Kelly, Vice President

SIGNATURE PAGE TO
SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

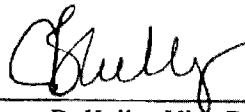
TRADEMARK
REEL: 005209 FRAME: 0568

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date, to be effective at all times after the consummation of the Slumber Parties Acquisition.

PURE ROMANCE, LLC

By: _____
Christopher Cicchinelli, President

FIFTH THIRD BANK

By:  _____
Anne B. Kelly, Vice President

SIGNATURE PAGE TO
SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005209 FRAME: 0569

SUPPLEMENT TO SCHEDULE I

TRADEMARKS AND LICENSES

Registered Trademarks:

| Mark | Country | Application No. Filing Date | Reg. No. Reg. Date |
|-------------------------------|----------------|--|-------------------------------|
| SLUMBER PARTIES (stylized) | United States | 77/509,062 06/26/2008 | 3816148 07/13/2010 |