

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAGGALLINI, INC.		09/03/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4369670	BAGGALLINI	
Registration Number:	3970285	BAGGALLINI	
Registration Number:	2736830	BAGGALLINI	
Registration Number:	4299425	BAGGALLINI	
Registration Number:	4302893	BG	
Registration Number:	3650244	DESIGNED BY FLIGHT ATTENDANTS APPROVED B	
Registration Number:	4062283		
Registration Number:	4299424	ORDER IS BEAUTIFUL	
Registration Number:	3900382	KIVA	
Registration Number:	1733052	KIVA	
Registration Number:	3971196	MOSEY	
Serial Number:	85478962	BAGGALLINI	
Serial Number:	85492780	BG	
Serial Number:	85145674	LE BAGG	
Serial Number:	85478958	ORDER IS BEAUTIFUL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
		TRADEMARK	

OP \$390.00 4369670

Correspondent Name: JAMES MURRAY
Address Line 1: 4400 EASTON COMMONS WAY SUITE 125
Address Line 2: CT LIEN SOLUTIONS
Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: JAMES MURRAY

SIGNATURE: /Marina Kelly, Thomson Reuters/

DATE SIGNED: 09/05/2014

Total Attachments: 6

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIENS GRANTED TO AGENT (AS DEFINED HEREIN) IN THE COLLATERAL PURSUANT TO THIS AGREEMENT AND THE EXERCISE, AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, OF ANY RIGHT OR REMEDY BY AGENT OR ANY LENDER WITH RESPECT TO CERTAIN OF THE COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 2, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND AMONG GCI CAPITAL MARKETS LLC, AS FIRST LIEN TERM LOAN AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) AND SECOND LIEN TERM LOAN AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AND PNC BANK, NATIONAL ASSOCIATION, AS REVOLVING AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT).

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 3, 2014 by and between BAGGALLINI, INC., an Ohio corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for certain secured parties ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral 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.

4. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

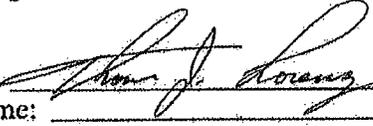
[Signature Pages Follow]

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

BAGGALLINI, INC.

By: 
Name: Jose C. Bagallini
Title: Treasurer & Secretary

ACCEPTED AND ACKNOWLEDGED BY:
PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: _____
Title: _____

Trademark Security Agreement

TRADEMARK
REEL: 005357 FRAME: 0605

Schedule A

1. Registered Trademarks and Trademark Applications

TRADEMARK	U.S. FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
BAGGALLINI	4369670	7/16/2013
BAGGALLINI	3970285	5/31/2011
BAGGALLINI	2736830	7/15/2003
BAGGALLINI Stylized	4299425	3/5/2013
BG Stylized	4302893	3/12/2013
DESIGNED BY FLIGHT ATTENDANTS APPROVED BY	3650244	7/7/2009
Globe Design	4062283	11/29/2011
ORDER IS BEAUTIFUL	4299424	3/5/2013
KIVA	3900382	1/4/2011
KIVA	1733052	11/17/1992
MOSEY	3971196	5/31/2011
BAGGALLINI Stylized	85/478962	11/22/2011
BG Stylized	85/492780	12/12/2011
LE BAGG	85/145674	10/5/2010
ORDER IS BEAUTIFUL	85/478958	11/22/2011

Schedule A