

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baggallini, Inc.		09/03/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Second Lien Agent		
Street Address:	c/o Golub Capital Incorporated, 666 Fifth Ave., 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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:	3125774565		
<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>			
Phone:	312-577-8265		
TRADEMARK			

CH \$390.00 4369670

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: 337968-114

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 09/09/2014

Total Attachments: 5

source=Second Lien Trademark Security Agreement with Baggallini#page1.tif

source=Second Lien Trademark Security Agreement with Baggallini#page2.tif

source=Second Lien Trademark Security Agreement with Baggallini#page3.tif

source=Second Lien Trademark Security Agreement with Baggallini#page4.tif

source=Second Lien Trademark Security Agreement with Baggallini#page5.tif

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF (I) THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 2, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "FIRST LIEN INTERCREDITOR AGREEMENT"), BY AND BETWEEN GCI CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT FOR THE LENDERS UNDER THE FIRST LIEN TERM LOAN DOCUMENTS (IN SUCH CAPACITY, "FIRST LIEN AGENT") AND AS ADMINISTRATIVE AGENT FOR THE LENDERS UNDER THE SECOND LIEN TERM LOAN DOCUMENTS (IN SUCH CAPACITY, "SECOND LIEN AGENT") AND (II) THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 2, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "ABL INTERCREDITOR AGREEMENT"; THE ABL INTERCREDITOR AGREEMENT AND FIRST LIEN INTERCREDITOR AGREEMENT EACH INDIVIDUALLY, AN "INTERCREDITOR AGREEMENT"), BY AND AMONG FIRST LIEN AGENT, SECOND LIEN AGENT AND PNC BANK, NATIONAL ASSOCIATION, AS REVOLVING AGENT (AS DEFINED IN THE ABL INTERCREDITOR AGREEMENT).

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 3, 2014 by and between **BAGGALLINI, INC.**, an Ohio corporation ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent for certain secured parties ("Second Lien Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Second Lien 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 Second Lien Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Second Lien 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 Second Lien 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 Second Lien 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 Second Lien Agent, for the benefit of the Secured Parties, a continuing first priority (subject to Permitted Encumbrances) 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 Second Lien Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Second Lien 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: Joseph A. Bagallini
Title: Treasurer + Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Second Lien Agent

By: GC Advisors LLC, its sole member

By: 

Name: Marc C. Robinson
Title: Managing Director

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 TRAVELLERS	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