

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPINRITE LIMITED PARTNERSHIP		11/25/2014	LIMITED PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	GE CANADA FINANCE HOLDING COMPANY		
Street Address:	299 PARK AVENUE - 5TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	COMPANY: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86083965	INSPIRATION MACHINE	
Registration Number:	4112994	GIGGLES	
CORRESPONDENCE DATA			
Fax Number:	4168680673		
<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:	4166017765		
Email:	bbell@mccarthy.ca		
Correspondent Name:	Bethanne Bell, McCarthy Tetrault LLP		
Address Line 1:	Box 48, Suite 5300		
Address Line 2:	TD Bank Tower		
Address Line 4:	Toronto, Ontario, CANADA M5K 1E6		
ATTORNEY DOCKET NUMBER:	200704447153		
NAME OF SUBMITTER:	Bethanne Bell		
SIGNATURE:	/Bethanne Bell/		
DATE SIGNED:	11/28/2014		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 25, 2014, is made by Spinrite Limited Partnership (the "Grantor"), in favor of GE Canada Finance Holding Company ("GE Canada"), as Agent for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of November 25, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, GE Canada, for itself as a Lender and as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guarantee and Security Agreement dated as of October 22, 2012 in favour of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guarantee and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of itself and the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (other than any Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property; provided, however, that if and when any property shall cease to be Excluded Property, a security interest in such Collateral shall be automatically deemed granted therein) (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule 1 hereto;

2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder to the extent, and on the same terms, set forth in the Guarantee and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

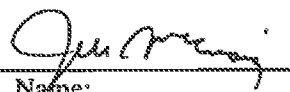
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

SPINRITE LIMITED PARTNERSHIP,
by its general partner
SPINRITE GP INC.
as Grantor

By: 
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY
as Agent

By: _____
Name:
Title:

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

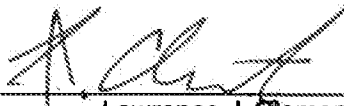
Very truly yours,

SPINRITE LIMITED PARTNERSHIP,
by its general partner
SPINRITE GP INC.
as Grantor

By: _____
Name:
Title:


ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY
as Agent



By: 
Name: Lawrence J. Clement
Title: Duly Authorized Signatory


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Country	TRADEMARK	Record Owner	App. No/Registration No.
Canada	POOCH	Spinrite Limited Partnership	TMA703949
Canada	ALLURE	Spinrite Limited Partnership	TMA638849
Canada	SOFTEE BABY	Spinrite Limited Partnership	TMA662044
Canada	BISON BLANC: DESIGN 	Spinrite Limited Partnership	TMA311984
Canada	SIVERLASH	Spinrite Limited Partnership	TMA661949
Canada	NAKINA	Spinrite Limited Partnership	TMA296423
Canada	BERELLA	Spinrite Limited Partnership	TMA194212
Canada	PHENTEX & DESIGN 	Spinrite Limited Partnership	TMA155071
Canada	WHITE BUFFALO	Spinrite Limited Partnership	TMA628730
Canada	PHENTEX	Spinrite Limited Partnership	TMA392903
Canada	BOUQUET & DESIGN 	Spinrite Limited Partnership	TMA166619
Canada	SOFTEE	Spinrite Limited Partnership	TMA358616
Canada	BOND	Spinrite Limited Partnership	TMA332377
Canada	INSPIRATION MACHINE	Spinrite Limited Partnership	1645357
Canada	JEWEL BOX	Spinrite Limited Partnership	TMA639373
Canada	WHITE BUFFALO	Spinrite Limited Partnership	TMA637982
Canada	BE MINE	Spinrite Limited Partnership	TMA703948
Canada	BERNAT	Spinrite Limited Partnership	TMA502212
Canada	GLITTALLIC	Spinrite Limited Partnership	TMA661951
Canada	WHITE BUFFALO	Spinrite Limited Partnership	TMA161267
Canada	CI CI	Spinrite Limited Partnership	TMA651042
Canada	THE YARN MILL	Spinrite Limited Partnership	TMA170859

Country	TRADEMARK	Record Owner	App. No/Registration No.
Canada	LILY & DESIGN 	Spinrite Limited Partnership	TMA729398
Canada	SHEEP(ISH)	Spinrite Limited Partnership	TMA824251
Canada	SOLO	Spinrite Limited Partnership	TMA639242
Canada	GLOUCESTER	Spinrite Limited Partnership	TMA344065
Canada	LILY	Spinrite Limited Partnership	TMA728728
Canada	MERIT	Spinrite Limited Partnership	TMA638839
Canada	PHENTEX DESIGN 	Spinrite Limited Partnership	TMA404846
Canada	HANDICRAFTER	Spinrite Limited Partnership	TMA139235
Canada	BABY BOUCLE	Spinrite Limited Partnership	TMA662265
Canada	DYNASTY	Spinrite Limited Partnership	TMA410057
Canada	HANDICRAFTER	Spinrite Limited Partnership	TMA460095
Canada	NICE 'N SOFT	Spinrite Limited Partnership	TMA397286
Canada	SIMPLY SOFT	Spinrite Limited Partnership	TMA861860
Canada	STITCH. ROCK. LOVE	Spinrite Limited Partnership	TMA824253
Canada	LACETTE	Spinrite Limited Partnership	TMA661960
Canada	BABY COORDINATES	Spinrite Limited Partnership	TMA662270
Canada	SUGAR 'N CREAM	Spinrite Limited Partnership	TMA481382
Canada	BABY SOFT	Spinrite Limited Partnership	TMA638588
Canada	EAGLE DESIGN 	Spinrite Limited Partnership	TMA401977
Canada	CARON ONE POUND	Spinrite Limited Partnership	TMA862485
Canada	WHITE BUFFALO & DESIGN 	Spinrite Limited Partnership	TMA307461
Canada	WONDERART	Spinrite Limited Partnership	TMA824255
Canada	ARCTIC	Spinrite Limited Partnership	TMA297602

Country	TRADEMARK	Record Owner	App. No/Registration No.
Canada	SPINRITE	Spinrite Limited Partnership	TMA672788
Canada	POLAR	Spinrite Limited Partnership	TMA114759
Canada	BERNAT BLING BLING	Spinrite Limited Partnership	TMA651021
Canada	CHA CHA	Spinrite Limited Partnership	TMA639009
Canada	WHITE BUFFALO & DESIGN 	Spinrite Limited Partnership	TMA304624
Canada	FRENZY	Spinrite Limited Partnership	TMA638691
Canada	DIVINE	Spinrite Limited Partnership	TMA638612
United States	INSPIRATION MACHINE	Spinrite Limited Partnership	86/083965
United States	GIGGLES	Spinrite Limited Partnership	4112994
United States	SUGAR 'N CREAM	Spinrite Limited Partnership	3264823
United States	LILY	Spinrite Limited Partnership	3167823
United States	BERNAT	Spinrite Limited Partnership	3147844
United States	SOFT BOUCLE	Spinrite Limited Partnership	3074892
United States	BABY BOUCLE	Spinrite Limited Partnership	3074891
United States	SATIN	Spinrite Limited Partnership	3033265
United States	BABY COORDINATES	Spinrite Limited Partnership	3116094
United States	GRACE	Spinrite Limited Partnership	3070322
United States	MERIT	Spinrite Limited Partnership	3011270
United States	BERELLA 4	Spinrite Limited Partnership	3515251
United States	CARON CLASSICS	Spinrite Limited Partnership	3088138
United States	ULTIMATE SWEATER MACHINE	Spinrite Limited Partnership	2591093
United States	ULTRA-SOFT	Spinrite Limited Partnership	1806759
United States	PEACHES & CREME	Spinrite Limited Partnership	2028410
United States	HANDICRAFTER	Spinrite Limited Partnership	2163053
United States	NICE 'N SOFT	Spinrite Limited Partnership	1846241
United States	SPINDLECRAFT	Spinrite Limited Partnership	1685366
United States	BERELLA 4 	Spinrite Limited Partnership	1034354
United States	HANDICRAFTER	Spinrite Limited Partnership	0764725
United States	BERNAT	Spinrite Limited Partnership	0765926
United States	PHENTEX	Spinrite Limited Partnership	0843754

Country	TRADEMARK	Record Owner	App. No/Registration No.
			
United States	PHENTEX	Spinrite Limited Partnership	0843753