

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dalmatian Press, LLC		03/30/2015	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as administrative agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3538442	A BOOK ABOUT US!	
Registration Number:	2169985	BIG BEST BOOK	
Registration Number:	2482135	BRIGHT IDEA	
Registration Number:	2184874	CREATIVE EDGE	
Registration Number:	2120339	DALMATIAN PRESS	
Registration Number:	2233041	DALMATIAN PRESS	
Registration Number:	2065895	DALMATIAN PRESS	
Registration Number:	2154532	DALMATIAN PRESS PUPPY PACK	
Registration Number:	2231317		
Registration Number:	3210582	HAPPY TALES	
Registration Number:	2220382	PIGGY TOES PRESS	
Registration Number:	2168401	PUPPY PACK	
Registration Number:	4230501	RANDALL REINDEER	
Registration Number:	3727303	SONRISAS	
Registration Number:	3149631	SPIRIT PRESS	
Registration Number:	2102176	SPOT THE DIFFERENCE	
Registration Number:	2430207		
Registration Number:	2045129	TEAR AND SHARE	
Registration Number:	2171825	THE ULTIMATE FUN BOOK	
TRADEMARK			

CH \$490.00 3538442

CORRESPONDENCE DATA**Fax Number:** 6179518736*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.***Phone:** 6179518000**Email:** jennifer.kagan@morganlewis.com**Correspondent Name:** Jennifer Kagan**Address Line 1:** One Federal Street**Address Line 2:** Morgan, Lewis & Bockius, LLP**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	107098-0063
NAME OF SUBMITTER:	Jennifer Kagan
SIGNATURE:	/jenniferkagan/
DATE SIGNED:	03/30/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2015, is made by Dalmatian Press, LLC (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Picasso Holdings, Inc., a Delaware corporation ("Acquisition Co"), Bendon, Inc., a Delaware corporation, with Bendon, Inc. immediately assuming upon consummation of the Closing Date Acquisition all obligations under the Loan Documents of Acquisition Co (the "Borrower"), the other Credit Parties party thereto, the Lenders and L/C Issuers party thereto and GE Capital, as administrative agent for the Lenders and L/C Issuers and for itself as a Lender (including as Swingline Lender) and as L/C Issuer, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 Borrower 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 Guaranty 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 such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of 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, to the extent included in the Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those Trademark applications and registrations referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien on or security interest in shall be deemed granted hereunder in any "intent to use" Trademark applications for which a statement of use or amendment to allege use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Guaranty 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 Guaranty 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 Guaranty and Security Agreement. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. To the extent required by the Credit Agreement, the Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain the full and complete responsibility, as determined by such Grantor in its reasonable business judgment, for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. 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 law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

DALMATIAN PRESS, LLC
as Grantor

By: 
Name: David Swank
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 

Name: PATRICK C. E. 22
Title: Its Duly Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005488 FRAME: 0038

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Registered Party	Country	Reg. No.
A BOOK ABOUT US!	Dalmatian Press, LLC	USA	3,538,442
BIG BEST BOOK	Dalmatian Press, LLC	USA	2,169,985
BRIGHT IDEA	Dalmatian Press, LLC	USA	2,482,135
CREATIVE EDGE	Dalmatian Press, LLC	USA	2,184,874
DALMATIAN PRESS	Dalmatian Press, LLC	USA	2,120,339
DALMATIAN PRESS	Dalmatian Press, LLC	USA	2,233,041
DALMATIAN PRESS & DESIGN	Dalmatian Press, LLC	USA	2,065,895
DALMATIAN PRESS PUPPY PACK	Dalmatian Press, LLC	USA	2,154,532
DALMATIAN SPOTTED BORDER DESIGN	Dalmatian Press, LLC	USA	2,231,317
HAPPY TALES & DESIGN	Dalmatian Press, LLC	USA	3,210,582

Trademark	Registered Party	Country	Reg. No.
PIGGY TOES PRESS	Dalmatian Press, LLC	USA	2,220,382
PUPPY PACK	Dalmatian Press, LLC	USA	2,168,401
RANDALL REINDEER	Dalmatian Press, LLC	USA	4,230,501
SONRISAS & SMILE DESIGN	Dalmatian Press, LLC	USA	3,727,303
SPIRIT PRESS	Dalmatian Press, LLC	USA	3,149,631
SPOT THE DIFFERENCE	Dalmatian Press, LLC	USA	2,102,176
SPOTTED BORDER DESIGN	Dalmatian Press, LLC	USA	2,430,207
TEAR AND SHARE	Dalmatian Press, LLC	USA	2,045,129
THE ULTIMATE FUN BOOK	Dalmatian Press, LLC	USA	2,171,825