

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSLO Emeril Acquisition Sub LLC		07/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 South Tyron Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2854097	EMERILWARE	
Registration Number:	2962703	EMERILWARE	
Registration Number:	3388341	EMERIL LIVE	
Registration Number:	3388342	THE ESSENCE OF EMERIL	
Serial Number:	77148412	ESSENTIAL EMERIL	
Serial Number:	77148488	REAL & RUSTIC	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0340		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2123733340		
Email:	pharley@paulweiss.com, hranucci@paulweiss.com		
Correspondent Name:	Patricia Harley		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	c/o Paul, Weiss, LLP		
Address Line 4:	New York, NEW YORK 10019-6064		

CH \$165.00 2854097

ATTORNEY DOCKET NUMBER:	13734-0042
NAME OF SUBMITTER:	Patricia Harley
Signature:	/patriciaharley/
Date:	08/04/2008
Total Attachments: 4 source=EMERIL TM#page1.tif source=EMERIL TM#page2.tif source=EMERIL TM#page3.tif source=EMERIL TM#page4.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice"), dated as of July 31, 2008, pursuant to the Security Agreement (as defined hereafter), made by MSLO Emeril Acquisition Sub LLC (the "Grantor") in favor of Bank of America, N.A., in its capacity as collateral agent (in such capacity, together with any successor collateral agent, the "Collateral Agent") pursuant to the Security Agreement.

WHEREAS, Grantor owns the trademarks and service marks set forth on Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks");

WHEREAS, Grantor is party to a Security Agreement dated as of July 31, 2008 (as amended, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Notice;

WHEREAS, pursuant to the Security Agreement, Grantor assigned, pledged and granted to the Collateral Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), a security interest in, and lien on, certain intellectual property owned or hereafter acquired by the Grantor, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, Grantor agreed to execute and deliver to the Collateral Agent this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, Grantor hereby assigns, pledges and grants to the Collateral Agent a security interest in, and lien on, the Trademark Collateral, to the extent now owned or hereafter acquired (but excluding any United States intent-to-use trademark application prior to the filing and acceptance of a statement of use or an amendment to allege use in connection therewith to the extent that a valid security interest may not be taken on such an intent-to-use trademark application under applicable law).

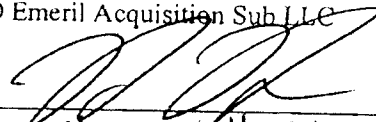
Grantor hereby acknowledges the sufficiency and completeness of this Notice to create the security interest in the Trademark Collateral and to grant the same to the Collateral Agent, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

Grantor and the Collateral Agent hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Security Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

MSLO Emeril Acquisition Sub LLC

By: _____


Name: Howard Hochhouser
Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

STATE OF NY)
) ss.:
COUNTY OF NY)

On this 31st day of July, 2008, before me personally came Howard Hochhaus, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he/she is the VP of Grantor; he/she signed the instrument in the name of Grantor; and he/she had the authority to sign the instrument on behalf of Grantor.

William Craig Stern
Notary Public

WILLIAM CRAIG STERN
Notary Public, State of New York
No. 02ST5038002
Qualified in New York County
Commission Expires on June 16, 2011

Schedule 1

United States Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Emerilware	June 15, 2004	2854097
Emerilware	June 21, 2005	2962703
Emeril Live	February 26, 2008	3388341
The Essence of Emeril	February 26, 2008	3388342

United States Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Essential Emeril	April 4, 2007	77148412
Real & Rustic	April 4, 2007	77148488