TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		07/08/2011	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Totes Isotoner Corporation, as successor in interest to Acorn Products Co., LLC
Street Address:	9655 International Boulevard
City:	Cincinatti
State/Country:	OHIO
Postal Code:	45246
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2763070	ACORN
Registration Number:	2763071	ACORN
Registration Number:	3820154	ACORN
Registration Number:	2874173	ACORN COMFORT ON EARTH
Registration Number:	2891086	
Registration Number:	3820155	
Registration Number:	2917866	AFTER ACTIVE
Registration Number:	3373609	ANORAK WEATHER WEAR
Registration Number:	2958122	CLASSIC COMFORT
Registration Number:	3616991	C-NOVA
Registration Number:	2272962	COMFORT ON EARTH
Registration Number:	2335576	COMFORT ON EARTH
Registration Number:	3714128	COMFORT ON EARTH
Registration Number:	3055450	COMFORT ON EARTH

CH $515.00 2763070

Registration Number:	3235336	DOUBLE DUTY
Registration Number:	3735048	EARTHROAMER
Registration Number:	1421141	OH EWE
Registration Number:	2846916	STUDIO COMFORT
Registration Number:	2616056	SUNDAL
Registration Number:	3160873	SUNKICKS

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-3000

Email: mmcguire@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: John, Deming, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2034
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	07/20/2011

Total Attachments: 10

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of July 8, 2011 (this "Release"), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a Swiss national bank with offices located at 11 Madison Avenue, New York, New York 10010, as collateral agent for the Secured Parties (the "Assignor"), in favor of TOTES ISOTONER CORPORATION, an Ohio corporation with offices located at 9655 International Boulevard, Cincinnati, Ohio 45246, formerly known as Totes Inc. (the "Assignee"), as successor in interest to Acorn Products Co., LLC ("Acorn").

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below).

WITNESSETH

WHEREAS, the Assignee and the Assignor, among other parties, are parties to that certain (i) Credit Agreement, dated as of January 31, 2007 (as amended, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), (ii) Intercreditor Agreement, dated as of January 31, 2007 (as amended, amended and restated, supplemented or otherwise modified, the "Intercreditor Agreement"), and (iii) Security Agreement, dated as of January 31, 2007, (as amended, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, Acorn executed that certain (i) Guarantee Joinder Agreement, dated as of December 30, 2010, pursuant to which Acorn agreed to be bound as a Subsidiary Guarantor party to the Credit Agreement by all of the terms, covenants and conditions applicable to it, (ii) Intercreditor Assumption Agreement, dated as of December 30, 2010, pursuant to which Acorn agreed to be bound as a Grantor party to the Intercreditor Agreement by all of the terms, covenants and conditions applicable to it, and (iii) Joinder Agreement, dated as of December 30, 2010, pursuant to which Acorn agreed to be bound as a Guarantor and a Pledgor party to the Security Agreement by all of the terms, covenants and conditions applicable to it and was required to execute and deliver the Trademark Security Agreement, dated as of December 30, 2010 (the "Trademark Security Agreement");

WHEREAS, under the terms of the Trademark Security Agreement, as collateral security for the payment in full of the Secured Obligations, Acorn pledged and granted to the Assignor for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of Acorn in, to and under the following Collateral now owned or at any time hereafter acquired by Acorn or in which Acorn now or has at any time in the future may acquire any right, title or interest (other than (i) any Trademark applications filed in the United States Patent and Trademark Office on the basis of Acorn's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the Untied States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), (x) except to the extent there is a change in law such that granting a lien in such Trademark application prior to such filing would not adversely affect the enforceability or validity of such Trademark application and (y) provided that any Trademark applications shall

automatically be included in the Collateral upon the filing of acceptable evidence of use of such Trademark, and (ii) any Intellectual Property, including without limitation, intent-to-use trademark application as provided in (i) above, for which the creation by Acorn of a security interest therein is prohibited without the consent of a third party (to the extent such consent is not) obtained or by law (other than to the extent that any restriction on such assignment would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) or any relevant jurisdiction or any other applicable law)) (collectively, the "Trademark Collateral"):

(a) all U.S. and foreign trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to Acorn and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including but not limited to the trademarks and applications for any of the foregoing listed in Schedule A hereto, together with any and all (i) rights and privileges arising under applicable law with respect to Acorn's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) proceeds thereof, including, without limitation, all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilution or other violation thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilution or other violation thereof;

(b) all Intellectual Property Licenses of Acorn relating to any trademarks or service marks; and

(c) to the extent not covered by the foregoing, (i) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and except as otherwise provided in the Credit Agreement, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to Acorn from time to time with respect to any of the foregoing, and (ii) the goodwill connected with Acorn's business including all goodwill connected with the use of and symbolized by any of the foregoing in which Acorn has any interest;

WHEREAS, pursuant to that certain Trademark and Copyright Assignment, dated December 30, 2010 (the "Trademark and Copyright Assignment"), Acorn assigned to the Assignee all of Acorn's rights, title and interest in and to the copyrights and trademarks listed on Schedule 4.12(a)(i) thereto, together with the goodwill of the business symbolized by such trademarks;

WHEREAS, the Trademark and Copyright Assignment was recorded with the United States Patent and Trademark Office on January 21, 2011 at Reel/Frame No. 4495/0035;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 3, 2011 at Reel/Frame No. 4466/0431;

WHEREAS, the Assignor and the Assignee desire that the Assignor terminate and release its lien on and security interest in all right, title and interest of the Assignee in, to and under all of the Trademark Collateral, including, without limitation, the registrations, recordings, supplemental registrations and pending applications for registration set forth in Schedule A hereto.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse, its lien on and security interest in all right, title and interest of the Assignee in, to and under all of the Trademark Collateral, including, without limitation, the registrations, recordings, supplemental registrations and pending applications for registration set forth on Schedule A hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignee.

The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative to: (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or its agents or designees) reasonably request, at the Assignee's sole cost and expense, in order to confirm this Release and the Assignee's right, title, and interest in or to the Trademark Collateral.

This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered by its duly authorized officer as of the date first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: _____

Name: ROBERT HETU

Title: MANAGING DIRECTOR

By: _____

Name: Rahul Parmar

Title: Associate

[*Release of Security Interest in Trademarks Reel 4466, Frame 0431*]

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARKS

See attached.

Registrations:

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
Australia							
Acorn Products Co., LLC	ACORN	Australia	873488	1106043	18 Nov 2005	25	Registered
Acorn Products Co., LLC		Australia	854661	1104861	14 Mar 2005	25	Registered
Acorn Products Co., LLC	COMFORT ON EARTH	Australia	854662	1104862	14 Mar 2005	25	Registered
Canada							
Acorn Products Co., LLC	ACORN	Canada	1333659	TMA703,649	20 Dec 2007		Registered
Acorn Products Co., LLC		Canada	1333826	TMA702,880	11 Dec 2007		Registered
Acorn Products Co., LLC	COMFORT ON EARTH	Canada	1333825	TMA708,824	4 Mar 2008		Registered
China							
Acorn Products Co., LLC	COMFORT ON EARTH	China	854662	854662	14 Mar 2005	25	Registered
CTM							
Acorn Products Co., LLC	ACORN	CTM	00211672	00211672	19 Jun 1996	24,25	Registered

Acorn Products Co., LLC	ACORN	CTM	873488	873488	18 Nov 2005	25	Registered
Acorn Products Co., LLC		CTM	854661	854661	14 Mar 2005	25	Registered
Acorn Products Co., LLC	COMFORT ON EARTH	CTM	854662	854662	14 Mar 2005	25	Registered
Japan							
Acorn Products Co., LLC	ACORN	Japan	2001-524141	2322926	7 Aug 2002	25	Registered
Acorn Products Co., LLC		Japan	854661	854661	14 Mar 2005	25	Registered
Acorn Products Co., LLC	COMFORT ON EARTH	Japan	854662	854662	14 Mar 2005	25	Registered
Republic of Korea (South)							
Acorn Products Co., LLC		Republic of Korea (South)	854661	854661	23 Jan 2006	25	Registered
Switzerland							
Acorn Products Co., LLC	ACORN	Switzerland	873488	873488	18 Nov 2005	25	Registered

Acorn Products Co., LLC		Switzerland	854661	854661	14 Mar 2005	25	Registered
Acorn Products Co., LLC	COMFORT ON EARTH	Switzerland	854662	854662	14 Mar 2005	25	Registered
United States of America							
Acorn Products Co., LLC	ACORN	United States of America	75672879	2763070	16 Sep 2003	24,25	Registered
Acorn Products Co., LLC	ACORN	United States of America	75672880	2763071	16 Sep 2003	24,25	Registered
Acorn Products Co., LLC	ACORN	United States of America	77589756	3820154	20 Jul 2010	35	Registered
Acorn Products Co., LLC	ACORN Comfort on Earth	United States of America	76555398	2874173	17 Aug 2004	25	Registered
Acorn Products Co., LLC		United States of America	76557647	2891086	5 Oct 2004	25	Registered
Acorn Products Co., LLC		United States of America	77589762	3820155	20 Jul 2010	35	Registered

Acorn Products Co., LLC	AFTER ACTIVE	United States of America	76557643	2917866	11 Jan 2005	25	Registered
Acorn Products Co., LLC	ANORAK WEATHER WEAR	United States of America	77056436	3373609	22 Jan 2008	25	Registered
Acorn Products Co., LLC	CLASSIC COMFORT	United States of America	78250165	2958122	31 May 2005	25	Registered
Acorn Products Co., LLC	C -NOVA C-NOVA	United States of America	77368139	3616991	5 May 2009	25	Registered
Acorn Products Co., LLC	COMFORT ON EARTH	United States of America	75368656	2272962	24 Aug 1999	25	Registered
Acorn Products Co., LLC	COMFORT ON EARTH	United States of America	75672881	2335576	28 Mar 2000	24	Registered
Acorn Products Co., LLC	COMFORT ON EARTH	United States of America	77589760	3714128	24 Nov 2009	35	Registered
Acorn Products Co., LLC	COMFORT ON EARTH	United States of America	78576706	3055450	31 Jan 2006	25	Registered
Acorn Products Co., LLC	DOUBLE DUTY	United States of America	78769772	3235336	24 Apr 2007	25	Registered
Acorn Products Co., LLC	EARTHROAMER	United States of America	77588609	3735048	5 Jan 2010	25	Registered
Acorn Products Co., LLC	OH EWE	United States of America	73476176	1421141	16 Dec 1986	25	Registered
Acorn Products Co., LLC	STUDIO COMFORT	United States of America	78250193	2846916	25 May 2004	25	Registered

Acorn Products Co., LLC	SUNDAL	United States of America	78066344	2616056	3 Sep 2002	25	Registered
Acorn Products Co., LLC	SUNKICKS	United States of America	78659836	3160873	17 Oct 2006	25	Registered
WIPO							
Acorn Products Co., LLC	ACORN	WIPO	873488	873488	18 Nov 2005	25	Registered
Acorn Products Co., LLC	ACORN Comfort on Earth	WIPO	986065	986065	19 Nov 2008	25	Registered
Acorn Products Co., LLC		WIPO	854661	854661	14 Mar 2005	25	Registered
Acorn Products Co., LLC	COMFORT ON EARTH	WIPO	854662	854662	14 Mar 2005	25	Registered