

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TuTu Couture, LLC		03/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	600 Peachtree Street NE		
Internal Address:	13th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Federally Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78870154	TUTU COUTURE	
Serial Number:	85496623	TUTU COUTURE	
CORRESPONDENCE DATA			
Fax Number:	4044200805		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-6600		
Email:	trademarks@pogolaw.com		
Correspondent Name:	John C. Bush/Bryan Cave LLP		
Address Line 1:	1201 West Peachtree Street, NW		
Address Line 2:	14th Floor		
Address Line 4:	Atlanta, GEORGIA 30309-3488		
ATTORNEY DOCKET NUMBER:	109821.0237375		
NAME OF SUBMITTER:	John C. Bush		

CH \$65.00 78870154

Signature:	/John C. Bush/
Date:	08/15/2012
Total Attachments: 6 source=revsecagree bofa#page1.tif source=revsecagree bofa#page2.tif source=revsecagree bofa#page3.tif source=revsecagree bofa#page4.tif source=revsecagree bofa#page5.tif source=revsecagree bofa#page6.tif	

TRADEMARK SECURITY AGREEMENT
(SUBSIDIARY)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between TUTU COUTURE, LLC, a Delaware limited liability company (the "Subsidiary"), and BANK OF AMERICA, N.A. (the "Secured Party"), pursuant to that certain Amended and Restated Loan Agreement dated as of December 16, 2009 (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement") by and between Anderson Press Incorporated and the Secured Party.

R E C I T A L S:

A. The Subsidiary and the Secured Party have entered into that certain Subsidiary Security Agreement, dated as of March 31, 2012 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"); all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement.

B. Pursuant to the terms of the Security Agreement, the Subsidiary has granted to the Secured Party a lien and security interest in all Intangibles of the Subsidiary, including, without limitation, all of the Subsidiary's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Subsidiary's trademarks, and trademark licenses, and all products and Proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, to secure the payment and performance of, among other things, the obligations of the Subsidiary under that certain Subsidiary Guaranty dated as of even date herewith (as amended, modified or supplemented from time to time) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subsidiary hereby grants to the Secured Party a lien and continuing security interest in all of the Subsidiary's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each trademark license, including, without limitation, each trademark license listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Subsidiary against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark

Application and trademark license, including, without limitation, any trademark, Trademark Registration and trademark license referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Secured Party pursuant to the Security Agreement.

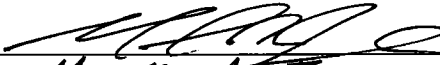
The Subsidiary hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Subsidiary has caused this Agreement to be duly executed by its Authorized Signatory as of the 31st day of March, 2012.

SUBSIDIARY:

TUTU COUTURE, LLC

By: 
Name: MICHAEL A. JENKINS
Title: CFO

SECURED PARTY:

BANK OF AMERICA, N.A.,

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Subsidiary has caused this Agreement to be duly executed by its Authorized Signatory as of the 31st day of March, 2012.

SUBSIDIARY:

TUTU COUTURE, LLC

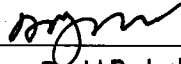
By: _____

Name: _____

Title: _____

SECURED PARTY:

BANK OF AMERICA, N.A.,

By: _____ 

Name: David B. Jackson

Title: Senior Vice President

Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Tutu Couture	United States	Dance uniforms & costumes	78/870,154	04/26/2006	Registered	Class 25
Tutu Couture	United States	Costumes for children's dress up play; apparel, namely, tutus, tops, leggings, hosiery, leotards, hats, petti skirts and petti dresses, and accessories therefor. online retail store services featuring apparel and accessories.	85/496,623	12/15/2011	Pending	Class 25 Class 35

STATE TRADEMARKS

Owner of Record	Trademark	State	Serial No.	Filing Date
N/A				

TRADEMARK LICENSES

Agreement	Parties	Date of Agreement
The Collegiate Licensing Company Standard Retail Product License Agreement.	Tutu Couture, LLC and Collegiate Licensing Company.	September 21, 2011