

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
The Thymes, LLC		06/20/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	M&I Marshall & Ilsley Bank
Street Address:	651 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	State Banking Corporation: WISCONSIN

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2613360	GOLDLEAF
Registration Number:	2598844	THE THYMES
Registration Number:	2454113	SLEEP WELL
Registration Number:	2478395	REPAIRITIF
Registration Number:	2241339	FILIGREE
Registration Number:	2347544	BEST OF THYMES
Registration Number:	1623206	THE THYMES LIMITED
Serial Number:	78943136	SWEETLEAF BABY
Serial Number:	78939291	INDIGENOUS
Serial Number:	78582007	T THYMES
Serial Number:	78581879	THYMES
Serial Number:	78581782	HOME THYMES
Serial Number:	77035494	GOOD INC.

OP \$440.00 2613360

Serial Number:	76607797	THE THYMES GARDENER
Serial Number:	76592585	DAILY PRACTICE
Serial Number:	77152850	HOME THYMES
Serial Number:	77160303	WILD GINGER

CORRESPONDENCE DATA

Fax Number: (612)492-7077
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (612) 492-7306
Email: jpickerill@fredlaw.com
Correspondent Name: John Pickerill
Address Line 1: 200 South 6th Street
Address Line 2: Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	John Pickerill
Signature:	/John Pickerill/
Date:	06/20/2007

Total Attachments: 8
source=Thymes Security Agreement#page1.tif
source=Thymes Security Agreement#page2.tif
source=Thymes Security Agreement#page3.tif
source=Thymes Security Agreement#page4.tif
source=Thymes Security Agreement#page5.tif
source=Thymes Security Agreement#page6.tif
source=Thymes Security Agreement#page7.tif
source=Thymes Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of June 21, 2007, is made by and between THE THYMES, LLC, a Delaware limited liability company whose address and principal place of business is 629 Ninth Street SE, Minneapolis, Minnesota 55414 (the "Debtor"), and M&I MARSHALL & ILSLEY BANK, a Wisconsin state banking corporation whose address is 651 Nicollet Mall, Minneapolis, Minnesota 55402 (the "Secured Party").

Recitals

The Debtor and the Secured Party have entered into a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Credit Agreement, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Trademarks" means all of the Debtor's right, title and interest in and to all trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and servicemark applications, including without limitation the trademarks listed on Exhibit A hereto, all as presently existing or hereafter arising or acquired.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest in, with power of sale to the extent permitted by law (the "Security Interest"), the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) *Existence; Authority.* The Debtor is a Delaware limited liability company, having full limited liability company power and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary limited liability company action and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or the Debtor's certificate of formation or operating agreement or any indenture or loan or credit agreement or other material agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation (except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally). The correct name of the Debtor is The Thymes, LLC. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) *Trademarks.* Exhibit A accurately lists all registrations pertaining to Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to the Trademarks as of the date hereof.

(c) *Title.* The Debtor has absolute title to each Trademark listed on Exhibit A, free and clear of all security interests, liens and encumbrances, except the Security Interest and other Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest and other Permitted Liens, and (ii) will keep all Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest and other Permitted Liens.

(d) *No Sale.* The Debtor will not sell or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party's prior written consent, except as permitted by Section 7.6 of the Credit Agreement.

(e) *Defense.* The Debtor will at its own expense, and using its commercially reasonable efforts, protect and defend, to the extent reasonably advisable in its business, the Trademarks against all claims or demands of all persons other than the Secured Party and the holders of Permitted Liens.

(f) *Maintenance.* The Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not, except to the extent reasonably advisable in its business, abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Secured Party to timely pay any such maintenance fees or

annuity which may become due on any of said Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(g) *Secured Party's Right to Take Action.* If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of fifteen (15) calendar days after the Secured Party has given the Debtor written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(h) *Costs and Expenses.* Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (g) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(i) *Power of Attorney.* To facilitate the Secured Party's taking action under subsection (g) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or necessary for the Secured Party, following the occurrence and during the continuance of an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

4. Debtor's Use of the Trademarks. The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured or unwaived.

5. Events of Default. For purposes of this Agreement, the term "Event of Default" shall mean the occurrence of an Event of Default, as defined in the Credit Agreement.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter during the continuance thereof, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the party against whom such waiver, modification, amendment, termination, discharge or release is sought to be enforced. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.


EXHIBIT A

Trademarks and Corresponding Registrations/Applications



U.S. FEDERAL TRADEMARK/SERVICE MARK REGISTRATIONS:

Trademark	Status	Registration No.	Registration Date
GOLDLEAF	Registered	2,613,360	08/27/2002
THE THYMES	Registered	2,598,844	07/23/2002
SLEEP WELL	Registered	2,454,113	05/22/2001
REPAIRITIF	Registered	2,478,395	08/14/2001
FILIGREE	Registered	2,241,339	04/20/1999
BEST OF THYMES	Registered	2,347,544	05/02/2000
THE TYMES LIMITED	Registered	1,623,206	11/20/1990


U.S. FEDERAL TRADEMARK/SERVICE MARK APPLICATIONS:

Trademark	Status	Application No.	Filing Date
SWEETLEAF BABY	Pending	78-943,136	08/02/2006
INDIGENOUS	Pending	78-939,291	07/27/2006
T THYMES and Design  THYMES	Pending	78-582,007	03/07/2005
THYMES	Pending	78-581,879	03/07/2005
HOME THYMES	Pending	78-581,782	03/07/2005
GOOD INC.	Pending	77-035,494	11/02/2006
THE THYMES GARDENER	Pending	76-607,797	08/19/2004
DAILY PRACTICE	Pending	76-592,585	05/17/2004
HOME THYMES	Pending	77-152850	04/10/2007
WILD GINGER	Pending	77-160303	04/19/2007

CANADIAN TRADEMARK/SERVICE MARK REGISTRATIONS:

Trademark	Status	Registration No.	Registration Date
GOLDLEAF	Registered	TMA607,416	04/13/2004
HERBAL METAPHORS	Registered	TMA479,471	08/04/1997
GOLDLEAF AND HYDRANGEA	Registered	TMA479,604	08/05/1997
WATERMARK	Registered	TMA467,155	12/04/1996
FLORAL NOTES and Design 	Registered	TMA479,601	08/05/1997
FILIGREE and Design 	Registered	TMA346,525	10/14/1988

CANADIAN TRADEMARK/SERVICE MARK APPLICATIONS:

Trademark	Status	Application No.	Filing Date
T THYMES and Design  THYMES	Pending	1,252,795	03/30/2005

FRENCH TRADEMARK/SERVICE MARK REGISTRATIONS:

Trademark	Status	Registration No.	Registration Date
VITAL THYMES	Registered	96 651926	11/22/1996
GREEN TEA & GINKGO LEAVES	Registered	96 652649	11/27/1996
TEA THYMES	Registered	96 651927	11/22/1996

JAPAN TRADEMARK/SERVICE MARK REGISTRATIONS:

Trademark	Status	Registration No.	Registration Date
FILIGREE	Registered	4339418	11/26/1999

ITALIAN TRADEMARK/SERVICE MARK REGISTRATIONS:

Trademark	Status	Registration No.	Registration Date
OOLONG & ORANGE BLOSSOM	Registered	814475	05/18/2000
WOODLANDS	Registered	842991	04/24/2001
JASMINE & LOTUS FLOWER	Registered	814474	05/18/2000

UNITED KINGDOM TRADEMARK/SERVICE MARK REGISTRATIONS:

Trademark	Status	Registration No.	Registration Date
WOODLANDS	Registered	2167986	11/06/1998

EUROPEAN UNION TRADEMARK/SERVICE MARK REGISTRATIONS:

Trademark	Status	Registration No.	Registration Date
HOMEKEEPING	Registered	1735216	12/19/2002
FOLKLORIA	Registered	1604016	06/25/2001
FILIGREE	Registered	879767	10/05/1999
GOLDLEAF	Registered	2181733	06/19/2002

4194948_6.DOC

