

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|-------------------------------------|
| Croscill Acquisition, LLC | | 11/07/2008 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | Patriarch Partners Agency Services, LLC |
| Street Address: | 227 West Trade Street, Suite 1400 |
| Internal Address: | Attention: Loan Administration/Croscill |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28202 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 1503043 | CROSCILL |
| Registration Number: | 1186826 | CROSCILL |
| Registration Number: | 0380816 | CROSCILL |
| Registration Number: | 3421946 | CROSCILL WHITE LABEL |
| Registration Number: | 2798495 | EMBASSY ROW BY CROSCILL |
| Registration Number: | 2755192 | IT'S IN THE DETAILS |
| Registration Number: | 3304811 | WHITE LABEL CROSCILL |
| Registration Number: | 0719387 | YOUNG ROMANTICS |

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404.581.8620
 Email: clkiedrowski@jonesday.com

CH \$215.00 1503043

Correspondent Name: Carrie L. Kiedrowski
Address Line 1: 1420 Peachtree Street, N.E., Ste. 800
Address Line 4: Atlanta, GEORGIA 30309

| | |
|-------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | 223194-605006 |
| NAME OF SUBMITTER: | Carrie L. Kiedrowski |
| Signature: | /Carrie L. Kiedrowski/ |
| Date: | 11/26/2008 |

Total Attachments: 7

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(PATENTS & TRADEMARKS)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS & TRADEMARKS) (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated November 7, 2008, is made by Croscill Acquisition, LLC, a Delaware limited liability company (the "Grantor") in favor of Patriarch Partners Agency Services, LLC ("PPAS"), as agent (the "Agent") for the Lenders (as defined below).

WHEREAS, Grantor has entered into a Credit Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with PPAS, as Agent, and the lenders party thereto (the "Lenders"). Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of advances, Grantor shall have executed that certain Security Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") by Grantor in favor of the Agent for the benefit of the Lenders and the Agent.

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain intellectual property of Grantor to the Agent for the ratable benefit of the Lenders, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit A hereto but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");
- (b) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach;
- (c) the United States, international and foreign patents, patent applications, utility models, and statutory invention registrations set forth on Exhibit B hereto (the "Patents");
- (d) any and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations of the Patents, all inventions in the Patents, and all rights provided in the Patents by international treaties or conventions and all improvements thereto; and

(e) any and all proceeds of the foregoing.

Section 2. Submission to Jurisdiction. Each of the Lenders, Agent and Grantor hereby (a) agrees that any Action with respect to this Agreement may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any Action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any Action by the mailing of copies of the process to the parties hereto as provided in the Credit Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 3. Waiver of Jury Trial. Each of the Lenders, Agent and Grantor hereby waives any right to a trial by jury in any Action to enforce or defend any right under this Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this Agreement and agrees that any Action will be tried before a court and not before a jury.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all 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.

Section 6. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its manager thereunto duly authorized as of the date first above written.

CROSCILL ACQUISITION, LLC

By: 

Lynn Tilton, Manager

Exhibit A: Trademarks

| Mark | Jurisdiction | Class Type | Registration No. | Expiration Date |
|----------|---------------|------------|------------------|-----------------|
| CROSCILL | Argentina | Goods | 1972845 | 3/5/2014 |
| CROSCILL | Argentina | Goods | 1972846 | 3/5/2014 |
| CROSCILL | Australia | Goods | 594578 | 1/22/2010 |
| CROSCILL | Australia | Goods | 594577 | 1/22/2010 |
| CROSCILL | Austria | Goods | 157/544 | 4/30/2015 |
| CROSCILL | Benelux | Goods | 525203 | 8/13/2012 |
| CROSCILL | Brazil | Goods | 817027874 | 3/29/2014 |
| CROSCILL | Brazil | Goods | 817027866 | 3/29/2014 |
| CROSCILL | Canada | Goods | 452265 | 12/22/2010 |
| CROSCILL | Canada | Goods | 420227 | 12/3/2008 |
| CROSCILL | China P.R. | Goods | 928827 | 1/13/2017 |
| CROSCILL | Denmark | Goods | VR 02.885 1990 | 5/4/2000 |
| CROSCILL | Finland | Goods | 140241 | 9/20/2015 |
| CROSCILL | France | Goods | 1527162 | 1/25/1999 |
| CROSCILL | Great Britain | Goods | 2005499 | 12/23/2014 |
| CROSCILL | Great Britain | Goods | 1370617 | 1/19/2016 |
| CROSCILL | Germany | Goods | 39504823 | 2/28/2015 |
| CROSCILL | Greece | Goods | 124528 | 5/29/2015 |
| CROSCILL | Hong Kong | Goods | 199508091 | 12/31/2013 |
| CROSCILL | Hong Kong | Goods | 199508090 | 12/31/2013 |
| CROSCILL | India | Goods | 660150 | 3/22/2015 |
| CROSCILL | Indonesia | Goods | IDM000045204 | 3/22/2015 |
| CROSCILL | Ireland | Goods | 163995 | 1/12/2012 |
| CROSCILL | Ireland | Goods | 130325 | 1/23/2010 |
| CROSCILL | Israel | Goods | 96503 | 1/13/2016 |
| CROSCILL | Italy | Goods | 725831 | 4/12/2015 |
| CROSCILL | Japan | Goods | 3097507 | 11/30/2015 |
| CROSCILL | Japan | Goods | 3090893 | 10/31/2015 |
| CROSCILL | Korea South | Goods | 287668 | 3/29/2014 |
| CROSCILL | Kuwait | Goods | 28777 | 9/27/2015 |
| CROSCILL | Mexico | Goods | 434798 | 12/14/2012 |
| CROSCILL | Mexico | Goods | 447083 | 12/14/2012 |
| CROSCILL | Mexico | Goods | 754012 | 5/30/2012 |
| CROSCILL | Mexico | Goods | 754013 | 5/30/2012 |
| CROSCILL | Mexico | Goods | 754011 | 5/30/2012 |
| CROSCILL | Mexico | Goods | 516556 | 1/17/2015 |
| CROSCILL | New Zealand | Goods | 224397 | 1/22/2014 |
| CROSCILL | New Zealand | Goods | 224398 | 1/22/2014 |
| CROSCILL | Norway | Goods | 176789 | 9/19/2016 |
| CROSCILL | Panama | Goods | 159507 | 3/6/2017 |
| CROSCILL | Panama | Goods | 159508 | 3/6/2017 |
| CROSCILL | Peru | Goods | 19019 | 8/29/2015 |
| CROSCILL | Peru | Goods | 19018 | 8/29/2015 |

| Mark | Jurisdiction | Class Type | Registration No. | Expiration Date |
|-------------------------------------|-----------------|------------|------------------|-----------------|
| CROSCILL | Philippines | Goods | | |
| CROSCILL | Portugal | Goods | 307133 | 3/12/2018 |
| CROSCILL | Saudi Arabia | Goods | 417/91 | 4/27/2014 |
| CROSCILL | Singapore | Goods | S/T93/00335B | 1/14/2013 |
| CROSCILL | Singapore | Goods | S/T93/00336J | 1/14/2013 |
| CROSCILL | Slovak Republic | Goods | 182027 | 2/21/2015 |
| CROSCILL | South Africa | Goods | 93/2366 | 3/25/2013 |
| CROSCILL | Spain | Goods | 1948561 | 2/17/2015 |
| CROSCILL | Sweden | Goods | 219532 | 11/23/2010 |
| CROSCILL | Switzerland | Goods | P443375 | 1/27/2015 |
| CROSCILL | Switzerland | Goods | 371618 | 1/25/2009 |
| CROSCILL | Taiwan | Goods | 630253 | 1/31/2014 |
| CROSCILL | Thailand | Goods | TM18089 | 6/30/2013 |
| CROSCILL | United States | Goods | 1503043 | 9/6/2018 |
| CROSCILL | United States | Goods | 1186826 | 1/19/2012 |
| CROSCILL | United States | Goods | 380816 | 9/3/2010 |
| CROSCILL WHITE LABEL and Design | United States | Goods | 3421946 | 5/6/2018 |
| EMBASSY ROW BY CROSCILL | United States | Goods | 2798495 | 12/23/2013 |
| IT'S IN THE DETAILS | United States | Goods | 2755192 | 8/26/2013 |
| WHITE LABEL CROSCILL & Cross Design | United States | Goods | 3304811 | 10/2/2017 |
| YOUNG ROMANTICS | United States | Goods | 719387 | 8/1/2011 |
| CROSCILL | Venezuela | Goods | P182686 | 1/5/2016 |
| CROSCILL WHITE LABEL | United States | Goods | 3421946 | 2/19/2008 |

The following Trademarks are not registered in any jurisdiction:

CROSCILL (AND LOGO)
CROSCILL AND DESIGN
CROSCILL HOME
CROSCILL CLASSIC
CROSCILL COTTON
CROSCILL CHAPEL HILL
CROSCILL EMBASSY ROW
ALPINE
BELIZE
BOULEVARD
BRAZIL
CATALINA
CHAMOMILE
CHRISTINA
COLBURN
COVENT GARDEN
DESIREE
EL PASO
EMBARCADERO

GALLERIA
HARVEST MANOR GOLD
HARVEST MANOR RED
JACKSON
KAUAI
KRISTIN
LEWIS
LUMINOUS
LUX COVERLET
LYON
MADEIRA
MARIN
MEDICI
MIRROR LAKE
ONYX
PICCADILLY
PORTLAND STRIPE
RAVELLO
ROYALTON

SAFARI
SANTA CRUZ
SANTA FE
SASHA
SCOTTSDALE
SKYLINE
STERLING ROSE
SUMMER BREEZE
TELEGRAPH
TOPAZ
TOWNHOUSE
VINTAGE ROSE
BALI
BAROCCO SCROLL
BEACH HAVEN
BOULEVARD
CHAMPAGNE POPPIES
CHESHIRE
DAVINCI

DESTON
DEVONSHIRE
DORSET
ESTATE
EXCELSIOR
HARVEST MANOR
IVY ARBOR
KEY LARGO
LADERA
LEILANI
METRO
MINERALE
MONOGRAM
NEPTUNE'S
GRASSES
PORTOFINO
REGINA GLASS
ROMANZA
ROSE GARDEN
SAMOA
SIGNATURE
LACQUERWARE
SOUTH SEA BREEZE
SPA LEAF

SPENCER TENSION ROD
STERLING ROSE
TASSY
WHITE LABEL LUCITE
BLONDELL
CARNEY
CAROLINA
CHEVRON CHENILLE
DELANCEY
DOLCE VITA
EDGEWATER PARK
JASPE
MONICA
MONICA SHEER
OAKRIDGE
ORNAMENTAL BEADS
PEARL RIBBON
RICE PAPER
SALENTO
SHEER MIST
TELLURIDE
DALTON TASSELS
GRACE TASSELS
LUSTER TASSELS

PEARL TASSELS
TELLURIDE TASSELS
VENETIAN TASSELS
WICKER TASSELS
CHAPIN HARDWARE
EUPHRATES HARDWARE
HAWKINS HARDWARE
LANDAU HARDWARE
MIRAGE HARDWARE
MONTROSE HARDWARE
ROMANZA HARDWARE
SEVILLE HARDWARE
SIERRA HARDWARE
SPENCER TENSION ROD
TULLAMORE HARDWARE
LEWIS
LUX COVERLET
LYON
AQUA ROYAL PET BED
BLACK & WHITE ROYAL
CAMEL ROYAL
DONUT - RED SCROLL
DONUT BED

Exhibit B: Patents

None.