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
Scovill Fasteners Inc.		05/12/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	201 Merritt 7
Internal Address:	399 Main Avenue
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1240463	COLOR-SNAP
Registration Number:	0127721	DOT
Registration Number:	0276809	DOT
Registration Number:	0434811	DOT
Registration Number:	0507337	DOT
Registration Number:	0515518	DOT
Registration Number:	0699061	DOT
Registration Number:	0701200	DOT
Registration Number:	0516339	DOT SNAPPERS
Registration Number:	1466428	FASHION FASTENERS
Registration Number:	1025305	GINGER SNAPS
Registration Number:	0347023	GRIPPER
Registration Number:	0379520	GRIPPER
		TRADEMARK

REEL: 004207 FRAME: 0645

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Registration Number:	0526570	GRIPPER
Registration Number:	0729340	LIFT THE DOT
Registration Number:	1050745	MIGHTY SNAPS
Registration Number:	0865194	SCOVILL
Registration Number:	0594756	SPEEDY RIVETS
Registration Number:	1145502	SPORTSNAPS
Registration Number:	1426606	TAG LOCK
Registration Number:	1561119	WHIPPER SNAP
Registration Number:	1773067	COMMON SENSE
Registration Number:	1779022	SCOVILL
Registration Number:	1518088	RAM
Registration Number:	0869603	NYGUARD
Registration Number:	0739634	NYLAIRE
Registration Number:	2069379	POWR SNAPPER
Registration Number:	0729341	PULL THE DOT
Registration Number:	2654354	SEGMA
Registration Number:	3028247	DURAMARK
Registration Number:	3711281	KLIKIT
Registration Number:	0256432	INVINCIBLE
Registration Number:	0809780	PC1
Registration Number:	0504297	KLIKIT

CORRESPONDENCE DATA

Fax Number: (404)541-4710

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

Phone: 404-815-6042

Email: laallen@kilpatrickstockton.com

Correspondent Name: Lizzie Buchanan, Esq.
Address Line 1: Kilpatrick Stockton LLP

Address Line 2: 1100 Peachtree Street, Suite 2800 Address Line 4: Atlanta, GEORGIA 30281

ATTORNEY DOCKET NUMBER:	294732
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	05/17/2010

Total Attachments: 6

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AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") is made and entered into as of May 12, 2010, by and among SCOVILL FASTENERS INC., a Delaware corporation ("Borrower"), the undersigned subsidiaries of Borrower (together with Borrower, the "Grantors"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as agent (in such capacity, the "Agent") for the Lenders under the Credit Agreement hereinafter defined.

WITNESSETH:

WHEREAS, Borrower, the other parties signatory thereto as Credit Parties, and Agent are parties to that certain Credit Agreement, dated as of February 2, 2004 (as amended, restated, supplemented, replaced, refinanced, or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement), pursuant to which Lenders have, subject to certain terms and conditions set forth therein, agreed to make the Loans and to incur L/C Obligations on behalf of Borrower;

WHEREAS, Grantors and Agent are parties to that certain Intellectual Property Security Agreement, dated as of February 2, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), wherein each Grantor granted a Security Interest in the Intellectual Property Collateral (as such term is defined in the IP Security Agreement); and

WHEREAS, each Grantor and Agent desire to amend the IP Security Agreement subject to, and in accordance with, the terms of this Amendment.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Grant of Security Interest</u>. To secure the prompt and complete payment and performance of all of the Obligations, Borrower hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent, for itself and the benefit of the Lenders, a Lien upon all of the right, title and interest of Borrower in, to and under the following, whether presently existing or hereafter created or acquired:
- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to below:

<u>Mark</u>	Registration Number	Registration Date
DURAMARK	3,028,247	12/13/05
KLIKIT	3,711,281	11/17/09;

(b) all reissues, continuations or extensions of the foregoing;

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- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, and claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
- 2. <u>Amendment</u>. <u>Schedule II</u> to the IP Security Agreement is hereby amended by deleting such schedule in its entirety and substituting in lieu thereof the <u>Schedule II</u> attached hereto.

[Remainder of page intentionally blank.]

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IN WITNESS WHEREOF, each Grantor has caused this Amendment to Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

Name: Robert A. M.

Title: Its Duly Authorized Signatory

Sworn to and subscribed before me this

المراجع day of May 2010:

Notary Public

JOSEPH D. CATARINA NOTARY PUBLIC, State of New York No. 31-4896080

Qualified in New York County
Commission Expires June 1, 20

NOV.30

Schedule II

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Scovill Fasteners Inc.:

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	Registration. Number	Registration Date
COLOR-SNAP	1,240,463	05/31/83
DOT	127,721	12/02/19
DOT	276,809	10/28/30
DOT	434,811	12/09/47
DOT	507,337	01/08/49
DOT	515,518	09/27/49
DOT on a Circle	699,061	06/07/60
DOT on a Circle	701,200	07/19/60
DOT SNAPPERS	516,339	10/18/49
FASHION FASTENERS	1,466,428	11/24/87
GINGER SNAPS	1,025,305	11/18/75
GRIPPER	347,023	06/15/37
GRIPPER	379,520	07/16/40
GRIPPER	526,570	06/20/50
LIFT THE DOT	729,340	04/03/62
MIGHTY SNAPS	1,050,745	10/19/76
SCOVILL	865,194	02/25/69
SPEEDY RIVETS	594,756	09/07/54
SPORTSNAPS	1,145,502	01/06/81
TAG LOCK	1,426,606	01/27/87
WHIPPER SNAP	1,561,119	10/17/89
COMMON SENSE	1,773,067	05/25/93
SCOVILL	1,779,022	06/29/93
RAM	1,518,088	12/27/88
NYGUARD	869,603	5/20/69
NYLAIRE	739,634	10/23/62
POWR SNAPPER	2,069,379	06/10/97
PULL THE DOT	729,341	04/03/62
SEGMA	2,654,354	11/26/02
DURAMARK	3,028,247	12/13/05
KLIKIT	3,711,281	11/17/09

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PCI Group, Inc.:

Mark INVINCIBLE PC1 & Design Registration. Number 256,432 809,780

Registration Date 05/14/29 06/14/66

Rau Fastener Company, L.L.C.:

<u>Mark</u> KLIKIT Registration. Number 504,297

Registration Date 11/30/48

II. TRADEMARK APPLICATIONS

None

III. TRADEMARK LICENSES

None

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RECORDED: 05/17/2010