

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY INTEREST AGENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO CAPITAL FINANCE, INC., as the Resigning Agent	FORMERLY Wells Fargo Foothill, Inc.	05/13/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DRAWBRIDGE SPECIAL OPPORTUNITIES FUND LP, as the Successor Agent		
<b>Street Address:</b>	1345 Avenue of the Americas		
<b>Internal Address:</b>	46th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2456827	KUTV	
Registration Number:	1506514	BABY YOUR BABY.	
Registration Number:	2789740	CHECK YOUR HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(213) 683-5627		
<b>Email:</b>	nancycheng@paulhastings.com		
<b>Correspondent Name:</b>	Nancy Cheng		
<b>Address Line 1:</b>	Paul, Hastings, Janofsky & Walker LLP		
<b>Address Line 2:</b>	515 S. Flower Street, 25th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	FOUR POINTS (45331.00049)		

CH \$90.00 2456827

**900162785**

**TRADEMARK**  
**REEL: 004210 FRAME: 0863**

NAME OF SUBMITTER:	Nancy Cheng
Signature:	/Nancy Cheng/
Date:	05/21/2010
<b>Total Attachments: 5</b> source=Four Points - Fully Executed Trademark Security Interest Agent Agreement#page1.tif source=Four Points - Fully Executed Trademark Security Interest Agent Agreement#page2.tif source=Four Points - Fully Executed Trademark Security Interest Agent Agreement#page3.tif source=Four Points - Fully Executed Trademark Security Interest Agent Agreement#page4.tif source=Four Points - Fully Executed Trademark Security Interest Agent Agreement#page5.tif	

## TRADEMARK SECURITY INTEREST AGENT AGREEMENT

This **TRADEMARK SECURITY INTEREST AGENT AGREEMENT** (this "Agreement") is entered into as of May 13, 2010, by and between **WELLS FARGO CAPITAL FINANCE, INC.**, a California corporation, formerly known as Wells Fargo Foothill, Inc. ("WFCF"), in its capacity as the resigning administrative agent ("Resigning Agent") and **DRAWBRIDGE SPECIAL OPPORTUNITIES FUND LP**, a Delaware limited partnership ("Drawbridge") in its prospective capacity as the successor administrative agent ("Successor Agent").

**WHEREAS**, Resigning Agent is a party to that certain Trademark Security Agreement, dated as of November 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement") with the Grantors (as that term is defined in the Trademark Security Agreement), and such Trademark Security Agreement is recorded at Reel/Frame: 003694/0249;

**WHEREAS**, pursuant to the Trademark Security Agreement, Resigning Agent was granted, for the benefit of the Lender Group and the Bank Product Provider (as those terms are defined in that certain Security Agreement, dated as November 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement")), a continuing first priority security interest in the Grantors' Trademark Collateral (as that term is defined in the Trademark Security Agreement), including the trademarks listed on Schedule A attached hereto;

**WHEREAS**, pursuant to that certain Resignation and Appointment of Agent Agreement dated of even date herewith (the "Resignation and Appointment of Agent Agreement"), Resigning Agent is resigning as Agent and Successor Agent is being appointed as Agent; and

**WHEREAS**, Resigning Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

**IN CONSIDERATION** of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

### Assignment

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent, effective as of the Effective Time (as that term is defined in the Resignation and Appointment of Agent Agreement), all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Trademark Security Agreement (other than those rights that expressly survive the resignation pursuant to the Credit Agreement (as that term is defined in the Resignation and Appointment of Agent Agreement)), including Resigning Agent's first priority security interest in the Grantor's Trademark Collateral.

(b) Effective as of the Effective Time, Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreement as if it were the original administrative agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent (other than those rights and benefits that expressly survive the resignation pursuant to the Credit Agreement) under the Trademark Security Agreement shall be terminated.

(c) The Resigning Agent further agrees, at the Borrowers' (as that term is defined in the Resignation and Appointment of Agent Agreement) sole cost and expense, to (i) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Resigning Agent under the Trademark Security Agreement to the Successor Agent; and (ii) execute and deliver to Successor Agent or Borrowers such additional documents and shall provide such additional information as Successor Agent or Borrowers may reasonably request to carry out the terms of this Agreement.

**Miscellaneous**

(a) Each of the parties hereto hereby agrees from time to time, promptly upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

WELLS FARGO CAPITAL FINANCE, INC.,  
a California corporation, formerly known as Wells Fargo  
Foothill, Inc.,  
in its capacity as the Resigning Agent

By:         G. Hoff S.A.F.          
Name:         G. Hoff ANFWO          
Title:         SVP        

[SIGNATURE PAGE TO TRADEMARK SECURITY INTEREST AGENT AGREEMENT]

**DRAWBRIDGE SPECIAL OPPORTUNITIES FUND**  
LP, a Delaware limited partnership,  
in its capacity as the Successor Agent

By: DRAWBRIDGE SPECIAL OPPORTUNITIES GP  
LLC, its General Partner

By: \_\_\_\_\_  
Name: **CONSTANTINE M. DAKOLIAS**  
Title: **PRESIDENT**

[SIGNATURE PAGE TO TRADEMARK SECURITY INTEREST AGENT AGREEMENT]

**SCHEDULE A**

**Trademarks**

<b>Mark</b>	<b>Registration No.</b>
KUTV	2456827
BABY YOUR BABY	1506514
CHECK YOUR HEALTH & design	2789740