

1/21/11

03/14/2011



Electronic Version v1.1  
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103619764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EK Success Ltd.		12/27/2010	Company: NEW YORK

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as Collateral Agent
Street Address:	600 East Las Colinas Blvd., Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3829233	ALL THAT BLING
Registration Number:	3433339	ART BLANCHE
Registration Number:	3432829	BECAUSE YOU CARE
Registration Number:	3389960	CURVY CUTTER
Registration Number:	3341503	CUTTERFLY
Registration Number:	3280758	EASY IMAGE
Registration Number:	3396017	EK SUCCESS
Registration Number:	3529988	EK SUCCESS
Registration Number:	3507468	EK SUCCESS
Registration Number:	3501054	EK SUCCESS

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Registration Number:	3874846	JOLEE'S
Registration Number:	3845982	JOLEE'S JEWELS
Registration Number:	3822740	JOLEE'S JEWELS
Registration Number:	3819289	JOLEE'S JEWELS
Registration Number:	3450955	MAPLE LANE
Registration Number:	3450956	MAPLE LANE
Registration Number:	3341359	MAPLE LANE
Registration Number:	3811439	PRECIOUS FINDS
Registration Number:	3732522	SPOTTED CANARY
Serial Number:	77716221	ALL THAT BLING
Serial Number:	77616539	DREAM. MAKE. CELEBRATE.
Serial Number:	77607483	EKSUCCESS BRANDS
Serial Number:	77908928	JOLEE'S
Serial Number:	77663101	JOLEE'S JEWELS
Serial Number:	77924901	PRINT YOUR OWN
Serial Number:	85101082	SPOTTED CANARY

## CORRESPONDENCE DATA

Fax Number: (202)408-3141

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

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	649611
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/21/2011

Total Attachments: 4

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**RECEIPT INFORMATION**

ETAS ID:	TM192821
Receipt Date:	01/21/2011
Fee Amount:	\$665

Trademark Security Agreement

Trademark Security Agreement, dated as of Dec. 27, 2010, by EK Success Ltd., a New York company (the "Pledgor") in favor of The Bank of New York Mellon, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, each Pledgor is a party to a Security Agreement dated as of August 1, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all proceeds of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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

Very truly yours,

EK SUCCESS LTD.

By: Mary Cushing Merfeld  
Mary Cushing Merfeld  
Chief Financial Officer/  
President, Operations

Accepted and Agreed:  
The Bank of New York Mellon,  
As Collateral Agent

By: [Signature]  
Name: MELINDA VALENTINE  
Title: VICE PRESIDENT

SCHEDULE I TO TRADEMARK SECURITY AGREEMENTEK SUCCESS LTD.

Trademark	Status	App. No	App. Date	Reg. No	Reg. Date
All that bling	Pending	77716221	17-Apr-09		
All that bling	Registered	77716165	17-Apr-09	3829233	03-Aug-10
Art Blanche	Registered	78951880	14-Aug-06	3433339	20-May-08
Because You Care	Registered	78712227	13-Sep-05	3432829	20-May-08
Curvy Cutter	Registered	78773915	15-Dec-05	3389960	26-Feb-08
Cutterfly	Registered	78769817	08-Dec-05	3341503	20-Nov-07
Dream.Make.Celebrate.	Pending	77616539	18-Nov-09		
Easy Image	Registered	78725428	03-Oct-05	3280758	14-Aug-07
EK Success	Registered	78714729	16-Sep-05	3398017	11-Mar-08
EK SUCCESS	Registered	77295113	03-Oct-07	3529888	11-Nov-08
EK Success	Registered	77295109	03-Oct-07	3507468	30-Sep-08
EK Success	Registered	77295105	03-Oct-07	3501054	16-Sep-08
EKSuccess Brands	Pending	77607493	05-Nov-08		
Jolee's	Registered	77402750	21-Feb-08	3680732	08-Sep-09
Jolee's	Pending	77908928	11-Jan-10		
Jolee's	Pending	77908950	11-Jan-10	3874846	09-Nov-10
Jolee's Jewels	Pending	77663180	04-Feb-09	3845982	07-Sep-10
Jolee's Jewels	Pending	77663101	04-Feb-09		
Jolee's Jewels	Registered	77663082	04-Feb-09	3822740	20-Jul-10
Jolee's Jewels	Registered	77663090	04-Feb-09	3819289	13-Jul-10
Maple Lane	Registered	78721705	27-Sep-05	3450955	17-Jun-08
Maple Lane	Registered	78721723	27-Sep-05	3450956	17-Jun-08
Maple Lane	Registered	78721631	27-Sep-05	3341359	20-Nov-07
Precious Finds	Registered	77474257	14-May-08	3811439	29-Jun-10
Print Your Own design	Pending	77924901	01-Feb-10		
Spotted Canary	Registered	77606880	04-Nov-08	3732522	29-Dec-09
Spotted Canary	Pending	85101082	05-Aug-10		