Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (ex.p. 6/30/2005	:		U.S. DEPARTME United States Patent	INT OF COMMERCE	
OMB Collection 0001-0027 (exp droutzous	RECORDATION F	ORM COVER SHEET	,		
To the director of the U.S. Pa	atent and Trademark Office: Plea		ents or the new addres	s(es) below.	
1. Name of conveying party(ie	s)/Execution Date(s):	2. Name and address of re	ceiving party(les)		
Utrecht Manufacturing Corporation		Additional names, addresses, o	r citizenship attached?	☐ Yes ⊠ No	
		Name: Brookside Mezzanine Fund II, L.P.			
		Internal Address:			
☐ Individual(s)	Association	Street Address:80 Field Poir	nt Road		
General Partnership	Limited Partnership	A4 A44			
⊠Corporation-State		City: <u>Greenwich</u>			
Other:		State:CT			
Citizenship (see guidelines) Dela	aware	Country:USA	Zip: 06830)	
Execution Date(s) October 31, 2	011			.	
Additional names of conveying p	parties attached? ☐Yes ☑ No	Association Citizenship	antini (Canananana		
3. Nature of conveyance:	·	General Partnership Citi	zenship		
☐ Assignment	☐ Merger	☐ Limited Partnership Citiz	enship <u>Delaware</u>		
Security Agreement	☐ Change of Name	Corporation Citizenship			
☐ Other Grant of Trademark S	•	Other Citizenship			
Mother Grantor Hademark 3	econty interest	If assignee is not domiciled			
		representative designation i (Designations must be a ser			
4. Application number(s) or re		ification or description of th	e Trademark.		
A. Trademark Application No.(s) HERETO	SEE SCHEDULE A ANNEXED	HERETO			
	***************************************	Additiona	sheet(s) attached?	⊠ Yes □No	
C. Identification or Description o SEE SCHEDULE A ANNEXED	HERETO	**			
5. Name address of party to w concerning document should		6. Total number of applica registrations involve	tions and	Бā	
Name: CT Lien Solutions	de ingned.	ragistrations involve	ad:	10	
Internal Address: Attn: Susan O	<u>Brien</u>	7. Total fee (37 CFR 2.6(b) Authorized to be ch	(6) & 3,41) \$265.00 arged by credit card		
Street Address: 187 Wolf Road,	Suite_101	Authorized to be ch	arged to deposit accour	nt	
City: Albany		Enclosed	And the second s	Δ	
State: NY	7: 4000r	8. Payment Information:	•	4 4 4	
- September	Zip: <u>12205</u>	a. Credit Card	Last 4 Numbers		
Phone Number: 800-342-3676			Expiration Date	Ellol	
Fax Number: <u>800-962-7049</u>		b. Deposit Account !			
Email Address: <u>cls-udsalbany@</u>	wolterskluwer.com	Authorized User	Name:		
9. Signature:	de 11 ande	4.1.1.1.11	11/2	7/1	
7	\$ gnature	and the second s	Total number of pages Inc	te ludina cover	
	John K. Sorock		sheet, attachments, and d		
	Name of Person Signing			***************************************	

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to; Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule A

		Scheau			
Mark	🖟 Serial No. 💯	Filed	Reg. No.	Issued	Owner of Record
ARTSMART	78/408,919	2004-04-27	3,074,523	2006-03- 28	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
MASTER'S SERIES	78/460,268	2004-08-02	3,088,657	2006-05- 02	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
Miscellaneous Design	75/546,067	1998-09-01	2,466,111	2001-07-	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512
PRIMARY ARTIST and Design*	76/204,307	2001-02-05	2,661,782	2002-12- 17	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
STUDIO SERIES	78/289,207	2003-08-19	2,874,879	2004-08- 17	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
SUPREME PROFESSIONAL QUALITY UTRECHT and Design*	75/324,049	1997-07-14	2,330,580	2000-03- 21	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NY 08512
THE TRUSTED RESOURCE	77/096,861	2007-02-01	3,333,834	2007-11- 13	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
U-SAVE! and Design*	78/267,264	2003-06-26	2,928,302	2005-02- 22	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
UTRECHT	75/307,350	1997-06-12	2,337,034	2000-04- 04	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512

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Land E. Mark of Chicago	Serial No.	Filed	Reg.No.	Issued - Owner of Record-
UTRECHT and Design	85/430,395	2011-09-23	Pending	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512

^{*}May be abandoned in the future.

GRANT OF TRADEMARK SECURITY INTEREST

GRANT OF TRADEMARK SECURITY INTEREST ("Grant"), dated as of October 21, 2011, by and between Utrecht Manufacturing Corporation, a Delaware corporation ("Grantor"), in favor of Brookside Mezzanine Fund II, L.P., a Delaware limited partnership (the "Lender").

WITNESSETH:

WHEREAS, Grantor, certain of its Affiliates and the Lender are entering into a Note Purchase Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "Note Purchase Agreement");

WHEREAS, Grantor, certain of its Affiliates and the Lender are entering into a Pledge and Security Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "Security Agreement") in order to induce the Lender to enter into and extend credit to Grantor and certain of its Affiliates under the Note Purchase Agreement and to secure the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is executing and delivering to the Lender this Grant for filing with the United States Patent and Trademark Office;

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

- 1. **Defined Terms**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement or, if not defined therein, in the Security Agreement.
- 2. Grant of Security Interest in Trademarks. Grantor hereby grants to the Lender a security interest in all of its right, title and interest in, to and under all of Grantor's presently existing or hereafter acquired Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.
- 3. Security Agreement. The security interest granted pursuant to this Grant is granted in conjunction with, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks and related Collateral 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.

[Signature page follows]

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

UTRECHT MANUFACTURING CORPORATION

•	By: Name: Title:	Al Michael Preside	Ippolit			
ACCEPTED AND ACKNOWLED	GED BY:					
BROOKSIDE MEZZANINE FUI as Lender	ND II, L.P.	,			·	
Зу:						
Name:						
Title:						

Grant of Trademark Security Interest

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

UTRECHT MANUFACTURING CORPORATION

Ву:		THEY THE MARK STATE WHATER STATE STATEMENT AND THE STATEMENT OF THE STATEM
Name:		Ippolito
Title:	Presider	nt

ACCEPTED AND ACKNOWLEDGED BY:

BROOKSIDE MEZZANINE FUND II, L.P.,

as Lender

Name: Coren Solve

Title Muriaging Director

Grant of Trademark Security Interest

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
On this day of to me known, who, being by President	October, 2011, before me personally came Michael Ippolito y me duly sworn, did depose and say that he is the of Utrecht Manufacturing Corporation, the
corporation described in, ar	nd which executed the foregoing instrument, and that he is instrument on behalf of said company.
	Mapolski
	Notary Public

DAWN M KAPALSKI
Notary Public
State of New Jersey
My Commission Expires: (2013)

Schedule A

Schedule A								
Mark					Owner of Recording			
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UTRECHT	75/307,350	1997-06-12	2,337,034	2000-04-	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512			

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Wark San	Secial-No.	Filed-	AREZ-Noz-	# Issued	Owner of Record
UTRECHT and Design	85/430,395	2011-09-23	Pending		Utrecht Manufacturing
					Corporation
					6 Corporate Drive
VISIGILED		ļ			Cranbury, NJ 08512
40.00					

^{*}May be abandoned in the future.

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RECORDED: 11/03/2011