

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PURE ROMANCE, LLC		07/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza, MD #10AT63		
Internal Address:	Attention: Structured Finance Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85791234	TRIPLEX TINGLE	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-467-8800		
Email:	jspiantanida@vorys.com, dharcher@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Christopher M. Ott, Esq.		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-877/1707/PUREROMAN		
NAME OF SUBMITTER:	Christopher M. Ott		

Signature:	/christopher m ott/
Date:	09/04/2013
Total Attachments: 5 source=First Amt. to Trademark Security Agreement - Pure Romance_1#page1.tif source=First Amt. to Trademark Security Agreement - Pure Romance_1#page2.tif source=First Amt. to Trademark Security Agreement - Pure Romance_1#page3.tif source=First Amt. to Trademark Security Agreement - Pure Romance_1#page4.tif source=First Amt. to Trademark Security Agreement - Pure Romance_1#page5.tif	

**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of July 24, 2013 (the "Effective Date"), by and between **PURE ROMANCE, LLC**, a Delaware limited liability company and successor by merger to Pure Romance Acquisition LLC, a Delaware limited liability company ("Debtor"), whose principal place of business and mailing address is 161 Commerce Boulevard, Loveland, Ohio 45140, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Borrower and Lender are parties to that certain Credit Agreement dated as of April 19, 2012, as amended by the letter agreement dated September 1, 2012 among Lender, Borrower, Parent and Pure Romance Canada, as amended by the letter agreement dated April 1, 2013 among Lender, Borrower, Parent and Pure Romance Canada, and as amended by the First Amendment to Credit Agreement dated as of July 18, 2013 (the "First Amendment") (as amended, as may be further amended, modified, replaced, restated, or renewed hereinafter, the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor and Lender entered into a Trademark Security Agreement dated as of April 19, 2012 (the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Credit Agreement, as applicable.

C. In order to induce Lender into entering into the First Amendment, Debtor agreed, among other things, to amend the Trademark Security Agreement.

D. Now, in order to satisfy the condition set forth in the First Amendment, Debtor and Secured Party hereby amend the Trademark Security Agreement all on the terms and subject to the conditions of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a

part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid and first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

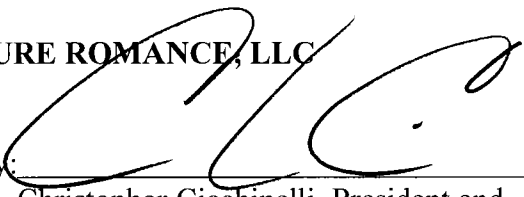
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

PURE ROMANCE, LLC

By: 
Christopher Cicchinelli, President and
Chief Executive Officer

FIFTH THIRD BANK

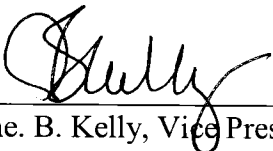
By: _____
Anne. B. Kelly, Vice President

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

PURE ROMANCE, LLC

By: _____
Christopher Cicchinelli, President and
Chief Executive Officer

FIFTH THIRD BANK

By:  _____
Anne. B. Kelly, Vice President

SUPPLEMENT TO SCHEDULE I

TRADEMARKS AND LICENSES

Registered Trademarks:

Mark	Country	Application No. Filing Date	Reg. No. Reg. Date
TRIPLEX TINGLE	United States	85/791,234 11/30/2012	

Common-law Trade Names and Trademarks:

Kiss