

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298142

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amended and Restated Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PURE ROMANCE, LLC		03/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza, MD 10908F		
Internal Address:	Attention: Structured Finance Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	3907998	BETWEEN THE SHEETS	
Registration Number:	3907994	BOSOM BUDDY	
Registration Number:	4047694	BURNING DESIRE	
Registration Number:	3910943	COME CLEAN	
Registration Number:	3969248	DADDY FROM THE 'NATI	
Registration Number:	3969252		
Registration Number:	3910945	DUST ME PINK	
Registration Number:	3969249	EX T CEE	
Registration Number:	3910949	FRESH START	
Registration Number:	3913630	ICE ICE BABY	
Registration Number:	3953866	JELLY TOOL BELT	
Registration Number:	3900708	JUST LIKE ME	
Registration Number:	3953867	LICKITY STIFF	
Registration Number:	3900709	LIKE A VIRGIN	
Registration Number:	3953874	MINI NIGHTS OF PASSION	
Registration Number:	3900707	PURE PLEASURE	
Registration Number:	4018027	PURE ROMANCE	
Registration Number:	3960950	PURE ROMANCE	
TRADEMARK			

CH \$765.00 3907998

Property Type	Number	Word Mark
Registration Number:	4018026	PURE ROMANCE
Registration Number:	3960949	PURE ROMANCE
Registration Number:	3930415	PURE ROMANCE
Registration Number:	3969251	SENSATIONS
Registration Number:	3969246	T.O.M.
Registration Number:	3969245	ULTIMATE 7TH HEAVEN
Registration Number:	4001021	WHIPPED
Registration Number:	3969250	X SCREAM
Registration Number:	3816148	SLUMBER PARTIES
Serial Number:	85038044	ENTICE
Serial Number:	85240207	FUN PARTIES
Serial Number:	85791234	TRIPLEX TINGLE

CORRESPONDENCE DATA

Fax Number: 2025339099

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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: Tanya Marie Curcio

Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER: 005252-877/1707/A&RSECAGM

NAME OF SUBMITTER: Julie S. Piantanida

SIGNATURE: /julie piantanida/

DATE SIGNED: 03/14/2014

Total Attachments: 14

source=(18643497)_ (5)_A&R Trademark Security Agreement Pure Romance#page1.tif
source=(18643497)_ (5)_A&R Trademark Security Agreement Pure Romance#page2.tif
source=(18643497)_ (5)_A&R Trademark Security Agreement Pure Romance#page3.tif
source=(18643497)_ (5)_A&R Trademark Security Agreement Pure Romance#page4.tif
source=(18643497)_ (5)_A&R Trademark Security Agreement Pure Romance#page5.tif
source=(18643497)_ (5)_A&R Trademark Security Agreement Pure Romance#page6.tif
source=(18643497)_ (5)_A&R Trademark Security Agreement Pure Romance#page7.tif
source=(18643497)_ (5)_A&R Trademark Security Agreement Pure Romance#page8.tif
source=(18643497)_ (5)_A&R Trademark Security Agreement Pure Romance#page9.tif
source=(18643497)_ (5)_A&R Trademark Security Agreement Pure Romance#page10.tif
source=(18643497)_ (5)_A&R Trademark Security Agreement Pure Romance#page11.tif
source=(18643497)_ (5)_A&R Trademark Security Agreement Pure Romance#page12.tif
source=(18643497)_ (5)_A&R Trademark Security Agreement Pure Romance#page13.tif
source=(18643497)_ (5)_A&R Trademark Security Agreement Pure Romance#page14.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 7, 2014 (the “Effective Date”), is entered into by and between **PURE ROMANCE, LLC**, a Delaware limited liability company (“Debtor”), whose principal place of business and mailing address is 655 Plum Street, Cincinnati, OH 45202, and **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors (“Agent”). Debtor hereby grants to Agent a continuing security interest in and to, and a Lien on, all of the “Trademark Collateral”, as defined in Section 2 of this Agreement. Debtor and Agent hereby further agree as follows:

1. OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the “Obligations”, as that term is defined in the Amended and Restated Credit Agreement dated of even date herewith among Debtor, Agent, the LC Issuer and the Lenders from time to time party thereto (as may hereafter be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the “Credit Agreement”).

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the “Trademark Collateral”) comprises collectively: (a) all of Debtor’s right, title and interest in and to all of its now owned or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications, as defined below), including each mark, registration, and application listed on Schedule I, attached hereto and made a part hereof (the property in this item (a) being, each, a “Trademark,” and, collectively, the “Trademarks”); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4) (Debtor’s rights as licensor or licensee sometimes referred to in this Agreement collectively as “Trademark License Rights”); (g) the goodwill associated with the use of the foregoing; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, (i) the Trademark Collateral shall not include any Excluded Property (as defined in the Amended and Restated Security Agreement between Debtor and Agent, dated as of the date hereof (the “General Security Agreement”)), in the manner, and to the extent, provided in the definition of Excluded Property therein, and (ii) nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of,

Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, the "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time; and the "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

4. LICENSES: Except for licenses attendant to products and services provided by Debtor in the ordinary course of its Business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a "Trademark License") included in the Trademark Collateral without the prior written consent of Agent, which consent will not be unreasonably withheld by Agent so long as no Event of Default has occurred and is continuing (in which case Agent may withhold its consent in its sole discretion), and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce the Secured Creditors to enter into the Credit Agreement and make, and continue to make, Loans and other extensions of credit pursuant to the Loan Documents, Debtor hereby represents and warrants to Agent and the other Secured Creditors that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Credit Agreement is required to be, or is deemed to be, remade pursuant thereto, true:

(a) Except for the security interest hereby granted or other disclosures as may be set forth on Schedule I or referenced in the Credit Agreement, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the sole legal and beneficial owner of the entire right, title and interest in and to the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free and clear of any Lien (other than Liens permitted by the Credit Agreement), option, or license (other than any license expressly permitted by this Agreement); and Debtor has full right to grant the security interest hereby granted;

(b) Subject to Schedule 3.6 of the Credit Agreement, set forth on Schedule I is a complete and accurate list of all Trademarks and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) Except as otherwise set forth on Schedule I and subject to Schedule 3.6 of the Credit Agreement, (i) each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and (ii) to Debtor's Knowledge, each

Trademark is enforceable and each application for registration of any Trademark is valid, registered or registerable, and enforceable. To Debtor's Knowledge, there have been no prior uses of any material item of the Trademark Collateral, to Debtor's Knowledge, which would reasonably be expected to lead to such item becoming invalid or unenforceable, including to Debtor's Knowledge, material prior unauthorized uses by third Persons and uses which were not supported by the goodwill of the Business connected with such item;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as otherwise disclosed in the Credit Agreement or except as expressly permitted under Section 4;

(e) Debtor has exercised commercially reasonable efforts to ensure that reasonable and proper statutory notice has been used in all material respects in connection with the use of each registered Trademark;

(f) To Debtor's Knowledge, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights, and, to Debtor's Knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(g) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby, (ii) for the execution, delivery or performance of this Agreement by Debtor, or (iii) for the perfection of, or the exercise by Agent of, its rights and remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Termination of this Agreement occurs in accordance with Section 9(k):

(a) Debtor will furnish to Agent, upon Agent's request, a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Agent may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Agent shall reasonably require for the purpose of confirming and perfecting Agent's security interest in any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any Trademark License Rights or Trademarks that are not now identified on Schedule I: (i) Debtor will give prompt written notice to Agent of any such Trademark License Rights or Trademarks which are necessary or reasonably material to the conduct of Debtor's Business, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) such Trademark License Rights and

Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the Business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Upon any such notice by Debtor to Agent, Schedule I will be automatically amended to include any Trademarks and Trademark License Rights which shall become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its Business, Debtor agrees to take commercially reasonable corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral, (ii) abandon any right to file an application for Trademark registration, or (iii) abandon any pending application, registration, or Trademark, unless, in each case, the goodwill of the Business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of Debtor's Business;

(d) Debtor will notify Agent promptly in writing (i) of any information which Debtor has received, or may expect to receive, which might in any way materially adversely affect the value of the Trademark Collateral or the rights of any Secured Creditor with respect thereto; and (ii) when Debtor has Knowledge (A) that any of the Trademark Collateral may become abandoned or dedicated; (B) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (C) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights;

(e) Debtor will promptly notify Agent if Debtor becomes aware that any item of the Trademark Collateral that is necessary or material to its Business is infringed or misappropriated by any Person (an "Infringement"). Debtor will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interest to do so, promptly sue for Infringement and for recovery of all damages caused by such Infringement, and will take all other commercially reasonable actions under the circumstances in any such Infringement suit to protect the Trademark Collateral subject to such Infringement suit. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Credit Agreement, Debtor shall not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for Permitted Liens and as may otherwise be disclosed in the Credit Agreement; or (iii) take any other action in connection with

any of the items of Trademark Collateral that could materially impair the value of the interests or rights of Debtor or any Secured Creditor in, to or under such Trademark Collateral;

(g) Debtor will exercise commercially reasonable efforts to ensure that reasonable and proper statutory notice is used in connection with its use of each registered Trademark in its Business; and

(h) Debtor will pay all expenses and reasonable attorneys' fees incurred by Agent, and, as applicable, the other Secured Creditors to the extent expressly permitted under Section 8.10 of the Credit Agreement, in the exercise (including enforcement) of any of Agent's rights or remedies under this Agreement or applicable law, and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby (a) makes, constitutes and appoints Agent its true and lawful attorney in fact: (i) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral, (ii) to record the security interest in any and all Trademark Collateral in favor of Agent with the United States Patent and Trademark Office (and each other applicable Governmental Authority), (iii) to execute and/or authenticate on its behalf and/or file any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, and (iv) upon the occurrence and during the continuance of an Event of Default: (1) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Trademark Collateral, (2) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Agent's name (or the name of any nominee), and/or (3) otherwise to enforce the rights of Agent, acting for the benefit of the Secured Creditors, with respect to any of the Trademark Collateral, and (b) specifically authorizes Agent as its true and lawful attorney in fact to act in accordance with the above. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

8. DEFAULT:

(a) If an Event of Default occurs and is continuing, then, in any such event, Agent may, without further notice to Debtor except as expressly provided in the Credit Agreement, at Agent's option, declare all Notes and any or all of the other Obligations to become immediately due and payable in the aggregate amount thereof. If an Event of Default occurs and is continuing, Agent may resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including, without limitation: (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Authority) of the Trademark Collateral in Agent's name or in the name of any nominee of Agent; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Agent and make the documents available to Agent at a place to be designated by

Agent; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person, and otherwise exercising any and all rights and remedies of Agent, acting for the benefit of the Secured Creditors, under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral (and Agent is also hereby granted a non-exclusive, royalty-free license to use the Trademark Collateral in completing production of, advertising for sale, and selling any Collateral); and (iv) selling the Trademark Collateral at a public or private sale, and Debtor will, after the Payment in Full of the Obligations, be credited with the net proceeds of such sale only when they are actually received by Agent, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten (10) days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of an Event of Default, (A) the goodwill of the Business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Agent or its designee Debtor's: (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Moreover, if an Event of Default occurs and is continuing, then Agent may, at Agent's option and without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Agent to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to: (I) manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral, (II) continue the operation of the Business of Debtor, and/or (III) collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Agent may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Agent to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Agent shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Agent to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations, or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Agent's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral, will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Agent shall inure to the benefit of its, and each of the other Secured Creditor's, successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to conflicts of law principles) except to the extent of the application of other laws of mandatory application.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Subject to Section 9(k), Debtor hereby irrevocably authorizes Agent to file and/or record with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country). Debtor also hereby irrevocably authorizes Agent at any time and from time to time to file and/or record in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Agent at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Agent as secured party. Agent is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or, following the occurrence and during the continuance of an Event of Default, enforce the security interest granted to Agent in the Trademark Collateral.

(f) Agent shall not have any duty of care with respect to the Trademark Collateral except that Agent shall exercise reasonable care with respect to the Trademark Collateral in Agent's custody. Agent shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Agent accords its own property or (ii) Agent takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. Agent will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that Agent has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) Agent failed to comply with any request of Debtor, or (B) Agent failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Agent has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Agent's Lien on, the "Collateral" as defined in the Security Agreement, or Agent's rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Agent under the Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Agent.

(h) AGENT, EACH OF THE OTHER SECURED CREDITORS AND DEBTOR EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Agent does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Agent's judgment exercised in good faith, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Agent's judgment exercised in good faith, providing Agent with the greater rights, remedies, powers, privileges, or benefits will control.

(j) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove

to be inadequate relief to Agent; therefore, Debtor agrees that Agent, if Agent so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(k) This Agreement will terminate ("Termination") on the later to occur of: (i) the full performance, payment and satisfaction of the Obligations (other than contingent indemnification obligations for which no claim has been asserted by Agent) and (ii) the termination of all commitments of Lenders under the Credit Agreement to extend credit to or on behalf of Debtor. Upon such Termination, the security interest in and Lien on the Trademark Collateral shall be automatically released, and, at Debtor's expense, Agent will promptly (A) execute and deliver to Debtor a release of the security interest in and Lien on the Trademark Collateral granted to Agent hereunder and (B) execute and deliver UCC termination statements and such other instruments as may be reasonably necessary or appropriate to reflect the termination of the rights (including, without limitation, the security interest and Lien) granted hereunder to Agent.

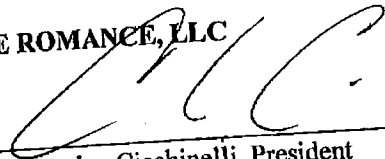
(l) As between Debtor and Agent, Agent shall be conclusively presumed to be acting as agent for the Secured Creditors with full and valid authority to so act or refrain from acting.

(m) Prior to the Effective Date, Debtor and Existing Lender entered into that certain Trademark Security Agreement dated as of April 19, 2012 (as heretofore amended, the "Existing Trademark Security Agreement"). On and after the Effective Date, the Existing Trademark Security Agreement is hereby amended and restated in its entirety by this Agreement, and this Agreement and the other Loan Documents to which Debtor is a party will govern the present relationship among Debtor and the Secured Creditors with respect to the subject matter hereof. Debtor hereby further ratifies and reaffirms any and all grants of Liens by it to Agent (as assignee of the Existing Lender) on the Trademark Collateral as security for the Obligations, and Debtor acknowledges and confirms that the Liens granted by it to Agent on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral. References in any of the Loan Documents to the Existing Trademark Security Agreement shall, on and after the Effective Date, be deemed to be references to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

PURE ROMANCE, LLC

By: 
Christopher Cicchinelli, President

FIFTH THIRD BANK, as Agent

By: _____
Anne B. Kelly, Vice President

SIGNATURE PAGE TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

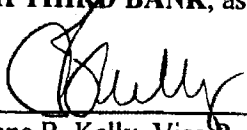
TRADEMARK
REEL: 005237 FRAME: 0238

IN WITNESS WHEREOF, Agent and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

PURE ROMANCE, LLC


By: _____
Christopher Cicchinelli, President



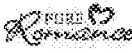

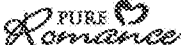
FIFTH THIRD BANK, as Agent

By:  _____
Anne B. Kelly, Vice President

SCHEDULE I
TRADEMARKS AND LICENSES

Registered Trademarks

No.	Trademark	Country	Application No. Filing Date	Reg. No. Reg. Date
1	BETWEEN THE SHEETS	UNITED STATES	85/059,634 06/10/2010	3,907,998 01/18/2011
2	BOSOM BUDDY	UNITED STATES	85/059,551 06/10/2010	3,907,994 01/18/2011
3	BURNING DESIRE	UNITED STATES	85/059,574 06/10/2010	4,047,694 11/01/2011
4	COME CLEAN	UNITED STATES	85/059,557 06/10/2010	3,910,943 01/25/2011
5	DADDY FROM THE 'NATI	UNITED STATES	85/059,566 06/10/2010	3,969,248 05/31/2011
6	Design Only 	UNITED STATES	85/059,639 06/10/2010	3,969,252 05/31/2011
7	DUST ME PINK	UNITED STATES	85/059,580 06/10/2010	3,910,945 01/25/2011
8	ENTICE	UNITED STATES	85/038,044 05/13/2010	
9	EX T CEE	UNITED STATES	85/059,594 06/10/2010	3,969,249 05/31/2011
10	FRESH START	UNITED STATES	85/059,645 06/10/2010	3,910,949 01/25/2011
11	FUN PARTIES	UNITED STATES	85/240,207 02/11/2011	
12	ICE ICE BABY	UNITED STATES	85/059,608 06/10/2010	3,913,630 02/01/2011
13	JELLY TOOL BELT	UNITED STATES	85/059,465 06/10/2010	3,953,866 05/03/2011
14	JUST LIKE ME	UNITED STATES	85/059,429 06/10/2010	3,900,708 01/04/2011
15	LICKITY STIFF	UNITED STATES	85/059,626 06/10/2010	3,953,867 05/03/2011
16	LIKE A VIRGIN	UNITED STATES	85/059,453 06/10/2010	3,900,709 01/04/2011
17	MINI NIGHTS OF PASSION	UNITED STATES	85/062,457 06/14/2010	3,953,874 05/03/2011
18	PURE PLEASURE	UNITED STATES	85/059,420 06/10/2010	3,900,707 01/04/2011
19	PURE ROMANCE	AUSTRALIA	1403941 01/13/2011	1403941 01/13/2011
20	PURE ROMANCE	CANADA	1510530 01/10/2011	TMA 827,998 07/13/2012

No.	Trademark	Country	Application No. Filing Date	Reg. No. Reg. Date
21	PURE ROMANCE	CANADA	1510533 01/10/2011	TMA 827,999 07/13/2012
22	PURE ROMANCE	CANADA	1268783 08/16/2005	TMA710,084 03/25/2008
23	PURE ROMANCE	DOMINICAN REPUBLIC	2011-3459 02/10/2011	187228 05/02/2011
24	PURE ROMANCE	EUROPEAN UNION	9753468 02/21/2011	9753468 08/18/2011
25	PURE ROMANCE	EUROPEAN UNION	4593406 08/17/2005	4593406 07/10/2006
26	PURE ROMANCE	PHILIPPINES	42011003096 03/17/2011	42011003096 09/08/2011
27	PURE ROMANCE	SOUTH AFRICA	2011/00568 01/12/2011	
28	PURE ROMANCE	SOUTH AFRICA	2011/00572 01/12/2011	
29	PURE ROMANCE	SOUTH AFRICA	2011/00571 01/12/2011	
30	PURE ROMANCE	SOUTH AFRICA	2011/00570 01/12/2011	
31	PURE ROMANCE	SOUTH AFRICA	2011/00569 01/12/2011	
32	PURE ROMANCE	SOUTH AFRICA	2011/00567 01/12/2011	
33	PURE ROMANCE	SOUTH AFRICA	2011/00566 01/12/2011	
34	PURE ROMANCE	SOUTH AFRICA	2011/00565 01/12/2011	
35	PURE ROMANCE	UNITED STATES	85/044,709 05/21/2010	4,018,027 08/30/2011
36	PURE ROMANCE	UNITED STATES	85/045,201 05/21/2010	3,960,950 05/17/2011
37	PURE ROMANCE & Design 	CANADA	1510536 01/10/2011	TMA 828,000 07/13/2012
38	PURE ROMANCE & Design 	CANADA	1510539 01/10/2011	TMA 828,001 07/13/2012
39	PURE ROMANCE & Design 	UNITED STATES	85/044,664 05/21/2010	4,018,026 08/30/2011
40	PURE ROMANCE & Design 	UNITED STATES	85/045,191 05/21/2010	3,960,949 05/17/2011
41	PURE ROMANCE & Design 	UNITED STATES	77/766,284 06/23/2009	3,930,415 03/15/2011

No.	Trademark	Country	Application No. Filing Date	Reg. No. Reg. Date
42	SENSATIONS	UNITED STATES	85/059,609 06/10/2010	3,969,251 05/31/2011
43	T.O.M.	UNITED STATES	85/059,491 06/10/2010	3,969,246 05/31/2011
44	ULTIMATE 7TH HEAVEN	UNITED STATES	85/059,485 06/10/2010	3,969,245 05/31/2011
45	WHIPPED	UNITED STATES	85/059,519 06/10/2010	4,001,021 07/26/2011
46	X SCREAM	UNITED STATES	85/059,601 06/10/2010	3,969,250 05/31/2011
47	TRIPLEX TINGLE	UNITED STATES	85/791,234 11/30/2012	
48	SLUMBER PARTIES (syllized)	UNITED STATES	77/509,062 06/26/2008	3816148 07/13/2010

Common-law Trade Names and Trademarks

JUST LIKE ME
 PULSA BATH MASSAGE BALL
 MR. DEPENDABLE
 BASIC INSTINCT
 Pure Romance, LLC
 Pure Romance (Canada), LLC
 Pure Romance (Puerto Rico), LLC
 Pure Romance Distribution (South Africa), Pty Ltd.
 Pure Romance (Australia), Pty Ltd.
 Kiss
 Romance Party
 romance party
 Romanceparty
 romanceparty
 Romance Parties
 romance parties
 Romanceparties
 romanceparties

Trademark License Rights

Intellectual Property License Agreement, dated January 1, 2011, by and between Pure Romance, Inc. and Pure Romance Distribution (South Africa), Pty Ltd.
 Intellectual Property License Agreement, dated October 1, 2011, by and between Pure Romance, Inc. and Pure Romance (Australia), Pty Ltd.