

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nielsen & Bainbridge, LLC		08/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Second Lien Agent		
Street Address:	500 W Monroe Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 95			
Property Type	Number	Word Mark	
Registration Number:	4371568	C+H	
Registration Number:	4544333	ARTCARE	
Registration Number:	4255266	FRAMEFLOATER	
Registration Number:	4144318	INTERCRAFT	
Registration Number:	4078168	METALLIX	
Registration Number:	3958736	RADIANTS	
Registration Number:	3626935	BB BURNES	
Registration Number:	3743177	NO MORE CROOKED PICTURES!	
Registration Number:	3743179	NO MORE CROOKED LEDGES!	
Registration Number:	3622888	HEIRLOOM	
Registration Number:	3723042	BURNES ENVUE	
Registration Number:	3548032	ECOCARE	
Registration Number:	3375463	BB BURNES OF BOSTON	
Registration Number:	3481732	BB BURNES	
Registration Number:	3481733	BB	
Registration Number:	3447541	STATE STREET	
Registration Number:	3273844	RESTORE	
Registration Number:	3313281	LEVEL-LINE	
Registration Number:	3405911	CORUM	
TRADEMARK			

CH \$2390.00 4371568

Property Type	Number	Word Mark
Registration Number:	3405913	ADALIA
Registration Number:	3405908	NOCTURNE
Registration Number:	3331196	BURNES OF BOSTON
Registration Number:	3082293	ARCHIVART
Registration Number:	3174628	ASTI
Registration Number:	3174619	ONDA
Registration Number:	3275836	MONCADA
Registration Number:	3230292	PALLADIO
Registration Number:	3142727	SALON
Registration Number:	3021550	CIRCA
Registration Number:	3021530	CANYON
Registration Number:	3099455	LEVEL-LINE
Registration Number:	3514031	LEVEL-LINE
Registration Number:	2947682	BEVELACCENTS
Registration Number:	2886362	SPEEDMOUNT
Registration Number:	2701295	NEOPOLITAN
Registration Number:	3898290	METROPOLITAN
Registration Number:	2566900	NIELSEN BAINBRIDGE
Registration Number:	2548281	ARTCARE ALPHALINEN
Registration Number:	2340194	CANTERBURY MATBOARD
Registration Number:	2296802	DECOR ESSENTIALS
Registration Number:	2222717	NOVACORE
Registration Number:	1968927	CONNOISSEUR
Registration Number:	1896214	D DECOREL
Registration Number:	1835473	DAX
Registration Number:	1800750	DECOREL
Registration Number:	1762894	OLD CRAFTSMAN
Registration Number:	1673488	I
Registration Number:	1706662	STUDIOTAC
Registration Number:	1651515	NURRE CAXTON
Registration Number:	1665865	WATERCOLORS
Registration Number:	1653107	REFLECTIONS
Registration Number:	1750065	BURNES
Registration Number:	1645234	BB BURNES
Registration Number:	1612966	CARR
Registration Number:	1612958	THERMALCOR
Registration Number:	1589978	FASTAB
Registration Number:	1580105	BLACK PEARL
Registration Number:	1541577	ULTIMIZER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1549092	HOLSON
Registration Number:	1448540	FRAMES AS SPECIAL AS THE MEMORIES THEY H
Registration Number:	1439185	COLORWAVE
Registration Number:	1363411	RARE WOODS
Registration Number:	1305935	NIELSEN
Registration Number:	1236235	ALPHARAG
Registration Number:	1153917	ALPHAMOUNT
Registration Number:	1153919	ALPHAMAT
Registration Number:	1153176	THE FRAME PEOPLE
Registration Number:	1079906	TERRAGRAFICS
Registration Number:	1085803	FRAMEKIT
Registration Number:	1057648	BURNES OF BOSTON
Registration Number:	1055591	BB
Registration Number:	1016848	BAINBRIDGE
Registration Number:	0916304	IIC
Registration Number:	0917181	REGAL
Registration Number:	4205149	GALLERY SOLUTIONS
Registration Number:	4318375	GALLERY PERFECT
Registration Number:	4256188	SHOWCASE YOUR LIFE
Registration Number:	4564551	SHOWCASE YOUR LIFE
Registration Number:	4071789	CURATOR'S CHOICE
Registration Number:	4392542	YOUR MEMORIES FOR LIFE
Registration Number:	3468853	FAMILY & FRIENDS
Registration Number:	3357544	ROYCE LIMITED
Registration Number:	3459400	GALLERY SOLUTIONS
Registration Number:	3392970	WALLGRABBER
Registration Number:	3392971	TACMAT
Registration Number:	2960304	CYNTHIA ROYCE
Registration Number:	2876462	CYNTHIA ROYCE
Registration Number:	2773501	YOUR MEMORIES FOR LIFE
Registration Number:	2812439	PINNACLE FRAMES & ACCENTS
Registration Number:	2224816	BRISTOL COLLECTION
Registration Number:	2217987	DESIGN YOUR OWN ALBUM
Registration Number:	1847709	PHOTOTRAC
Serial Number:	86207884	PINNACLE
Serial Number:	86207941	PINNACLE
Serial Number:	85784835	VIVIDS

CORRESPONDENCE DATA

TRADEMARK

REEL: 005348 FRAME: 0309

Fax Number: 3125774565

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

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-654
--------------------------------	------------

NAME OF SUBMITTER:	Kristin Brozovic
---------------------------	------------------

SIGNATURE:	/Kristin Brozovic/
-------------------	--------------------

DATE SIGNED:	08/20/2014
---------------------	------------

Total Attachments: 8

source=Second Lien Trademark Security Agreement- Borrower#page1.tif
source=Second Lien Trademark Security Agreement- Borrower#page2.tif
source=Second Lien Trademark Security Agreement- Borrower#page3.tif
source=Second Lien Trademark Security Agreement- Borrower#page4.tif
source=Second Lien Trademark Security Agreement- Borrower#page5.tif
source=Second Lien Trademark Security Agreement- Borrower#page6.tif
source=Second Lien Trademark Security Agreement- Borrower#page7.tif
source=Second Lien Trademark Security Agreement- Borrower#page8.tif

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT OR THE TERMS OF THIS TRADEMARK SECURITY AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF AUGUST 15, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG GENERAL ELECTRIC CAPITAL CORPORATION, AS FIRST LIEN AGENT, AND GENERAL ELECTRIC CAPITAL CORPORATION, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 15, 2014, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as Second Lien Agent (in such capacity, together with its successors and permitted assigns, the "Second Lien Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 15, 2014 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time ("Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Second Lien Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of August 15, 2014 in favor of Second Lien Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Second Lien Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Second Lien Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Agent for the benefit of the Secured Parties, and grants to Second Lien Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Subject to the terms and conditions of the Guaranty and Security Agreement and the Credit Agreement and to the extent required by the terms and conditions of the Guaranty and Security Agreement or the Credit Agreement, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and

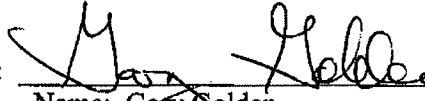
enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor 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,

NIELSEN & BAINBRIDGE, LLC, as Grantor

By: 
Name: Gary Golden
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Second Lien Agent

By: 

Name:
Title:

Michael D. TerHorst
Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date
VIVIDS	85784835	11/21/12	N/A	N/A
C+H	85784183	11/20/12	4371568	7/23/13
ARTCARE	85784152	11/20/12	4544333	6/3/14
FRAMEFLOATER	85527301	1/27/12	4255266	12/4/12
INTERCRAFT	85380214	7/25/11	4144318	5/15/12
METALLIX	85256720	3/3/11	4078168	12/27/11
RADIANTS	77829456	9/18/09	3958736	5/10/11
BB BURNES	77616971	11/18/08	3626935	5/26/09
NO MORE CROOKED PICTURES!	77596706	10/21/08	3743177	1/26/10
NO MORE CROOKED LEDGES!	77596718	10/21/08	3743179	1/26/10
HEIRLOOM	77592970	10/15/08	3622888	5/19/09
BURNES ENVUE	77395100	2/12/08	3723042	12/8/09
ECOCARE	77369505	1/11/08	3548032	12/16/08
BB BURNES OF BOSTON	77188007	5/23/07	3375463	1/29/08
BB BURNES	77188647	5/23/07	3481732	8/5/08
BB	77188663	5/23/07	3481733	8/5/08
STATE STREET	77100540	2/6/07	3447541	6/17/08
RESTORE	77022037	10/16/06	3273844	8/7/07
LEVEL-LINE	77015584	10/6/06	3313281	10/16/07
CORUM	76653890	1/25/06	3405911	4/1/08
ADALIA	76654190	1/25/06	3405913	4/1/08
NOCTURNE	76649621	11/1/05	3405908	4/1/08
BURNES OF BOSTON	78661461	6/30/05	3331196	11/6/07
ARCHIVART	78611653	4/19/05	3082293	4/18/06
ASTI	76634205	3/21/05	3174628	11/21/06
ONDA	76631612	2/14/05	3174619	11/21/06
MONCADA	76628533	1/11/05	3275836	8/7/07
PALLADIO	76629335	1/10/05	3230292	4/17/07
SALON	76628537	1/10/05	3142727	9/12/06
CIRCA	76582592	3/24/04	3021550	11/29/05
CANYON	76578316	2/27/04	3021530	11/29/05
LEVEL-LINE	78976815	10/1/03	3099455	5/30/06
LEVEL-LINE	78308242	10/1/03	3514031	10/7/08
BEVELACCENTS	78232515	4/1/03	2947682	5/10/05
SPEEDMOUNT	78232478	4/1/03	2886362	9/21/04
NEOPOLITAN	76317342	9/25/01	2701295	3/25/03
METROPOLITAN	76200531	1/26/01	3898290	1/4/11
NEILSEN BAINBRIDGE	76130587	9/19/00	2566900	5/7/02
ARTCARE ALPHALINEN	76012663	3/29/00	2548281	3/12/02
CANTERBURY MATBOARD	75554156	9/15/98	2340194	4/11/00
DECOR ESSENTIALS	75419805	1/20/98	2296802	11/30/99
NOVACORE	75409563	12/22/97	2222717	2/9/99
CONNOISSEUR	74550691	7/18/94	1968927	4/16/96

Mark	Application No.	Application Date	Registration No.	Registration Date
D DECOREL	74533913	6/6/94	1896214	5/30/95
DAX	74417340	7/26/93	1835473	5/10/94
DECOREL	74365504	3/8/93	1800750	10/26/93
OLD CRAFTSMAN	74278805	5/27/92	1762894	4/6/93
I	74155068	4/8/91	1673488	1/28/92
STUDIOTAC	74139496	2/14/91	1706662	8/11/92
NURRE CAXTON	74119993	12/3/90	1651515	7/23/91
WATERCOLORS	74095582	9/7/90	1665865	11/26/91
REFLECTIONS	74095580	9/7/90	1653107	8/6/91
BURNES	74077542	7/12/90	1750065	2/2/93
BB BURNES	74077511	7/12/90	1645234	5/21/91
CARR	73827601	9/25/89	1612966	9/11/90
THERMALCOR	73792788	4/12/89	1612958	9/11/90
FASTAB	73781848	2/21/89	1589978	4/3/90
BLACK PEARL	73764010	11/16/88	1580105	1/30/90
ULTIMIZER	73748001	8/24/88	1541577	5/30/89
HOLSON	73719889	3/31/88	1549092	7/25/89
FRAMES AS SPECIAL AS THE MEMORIES THEY HOLD	73635136	12/12/86	1448540	7/21/87
COLORWAVE	73621614	9/19/86	1439185	5/12/87
RARE WOODS	73497669	9/4/84	1363411	10/1/85
NIELSEN	73412561	2/7/83	1305935	11/20/84
ALPHARAG	73327886	9/14/81	1236235	5/3/83
ALPHAMOUNT	73231312	9/14/79	1153917	5/12/81
ALPHAMAT	73231417	9/14/79	1153919	5/12/81
THE FRAME PEOPLE	73201562	1/25/79	1153176	5/5/81
TERRAGRAFICS	73121800	4/6/77	1079906	12/20/77
FRAMEKIT	73088030	5/21/76	1085803	2/14/78
BURNES OF BOSTON	73085802	5/3/76	1057648	2/1/77
BB	73085803	5/3/76	1055591	1/4/77
BAINBRIDGE	73017565	4/1/74	1016848	7/29/75
IIC	72349982	1/29/70	0916304	7/13/71
REGAL	72333572	7/25/69	0917181	7/27/71
GALLERY SOLUTIONS	85519148	1/18/12	4205149	9/11/12
GALLERY PERFECT	85518328	1/17/12	4318375	4/9/13
SHOWCASE YOUR LIFE	85438129	10/3/11	4256188	12/11/12
SHOWCASE YOUR LIFE	85438166	10/3/11	4564551	7/8/14
CURATOR'S CHOICE	85179290	11/17/10	4071789	12/13/11
YOUR MEMORIES FOR LIFE	77866718	11/6/09	4392542	8/27/13
FAMILY & FRIENDS	77126881	3/9/07	3468853	7/15/08
ROYCE LIMITED	78775953	12/19/05	3357544	12/18/07
GALLERY SOLUTIONS	78677895	7/25/05	3459400	7/1/08
WALLGRABBER	78677882	7/25/05	3392970	3/4/08
TACMAT	78677891	7/25/05	3392971	3/4/08
CYNTHIA ROYCE	76503565	4/2/03	2960304	6/7/05
CYNTHIA ROYCE	76503568	4/2/03	2876462	8/24/04
YOUR MEMORIES FOR LIFE	76482462	1/15/03	2773501	10/14/03
PINNACLE FRAMES & ACCENTS	76465866	11/12/02	2812439	2/10/04
BRISTOL COLLECTION	75365730	9/30/97	2224816	2/16/99

Mark	Application No.	Application Date	Registration No.	Registration Date
DESIGN YOUR OWN ALBUM	75307967	6/12/97	2217987	1/12/99
PHOTOTRAC	74442975	10/1/93	1847709	8/2/94
PINNACLE	86207884	2/28/14	N/A	N/A
PINNACLE	86207941	2/28/14	N/A	N/A
NIELSEN BAINBRIDGE	76130587	09/19/00	2566900	05/07/02
PHOTOGUARD ¹	85870860	03/08/13	Pending	Pending

¹ Intent to Use