

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Array Retail Solutions, Inc.		08/25/2004	CORPORATION: TENNESSEE
Array Marketing Group, Inc.		08/25/2004	CORPORATION: DELAWARE
Array Marketing Corporation		08/25/2004	CORPORATION: DELAWARE
AMG In Store, LLC		08/25/2004	Limited Liability Company: DELAWARE
AMG In Store, Inc.		08/25/2004	CORPORATION: DELAWARE
KCS Industries, LLC		08/25/2004	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	LASALLE BUSINESS CREDIT, LLC
Street Address:	135 South LaSalle Street, Suite 425
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2632895	ARRAY MARKETING GROUP
Registration Number:	2825568	THOMSON-LEEDS

CORRESPONDENCE DATA

Fax Number: (312)332-2196
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3122014000
 Email: nancy.brougher@goldbergekohn.com
 Correspondent Name: Nancy Brougher
 Address Line 1: 55 East monroe Street Suite 3700
 Address Line 4: Chicago, ILLINOIS 60603-5802

OP \$65.00 2632895

ATTORNEY DOCKET NUMBER:

1941.151

NAME OF SUBMITTER:

Nancy Brougher

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 25th day of August, 2004, by Array Retail Solutions, Inc., a Tennessee corporation, Array Marketing Group, Inc., a Delaware corporation, Array Marketing Corporation, a Delaware corporation, AMG In Store, LLC, a Delaware limited liability company, AMG In Store, Inc., a Delaware corporation, and KCS Industries, LLC, a Wisconsin limited liability company (each a "**Grantor**" and collectively, the "**Grantors**") in favor of LASALLE BUSINESS CREDIT, LLC, with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("**Lender**");

W I T N E S S E T H

WHEREAS, Array Retail Solutions, Inc., a Tennessee corporation ("ARS"), Array Canada Inc., an Ontario corporation ("Array Canada"), and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and the Grantors and Array Canada and certain other parties are party to other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide, among other things (i) for Lender to, from time to time, extend credit to or for the account of ARS and Array Canada and (ii) for the grant by Grantors to Lender of a security interest in certain of Grantors' assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. As security for the payment of all Loans now or in the future made by Lender to Borrowers under the Financing Agreements and for the payment or other satisfaction of all other Liabilities, each Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in all of such Grantor's now or hereafter owned, existing, acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof

and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantors' business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Each Grantor warrants and represents to Lender that:

(i) None of such Grantor's Trademarks have been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark registration been cancelled, in whole or in part and each such registered Trademark is presently subsisting;

(ii) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark registration and application set forth opposite such Grantor's name on Schedule A hereto, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by such Grantor not to sue third persons;

(iii) such Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) such Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Grantor agrees that until the Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, such Grantor shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights of Lender under this Security Agreement.

5. New Trademarks. Each Grantor represents and warrants that, based on a diligent investigation by such Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantors. If, before the Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, any Grantor shall (i) become aware of any existing Trademarks of which Grantors have not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and the applicable Grantor shall give to Lender

prompt written notice thereof. Each Grantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Liabilities and the termination of the Financing Agreements. Each Grantor agrees that upon the occurrence and during the continuation of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Grantors.

7. Product Quality. Each Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuation of an Event of Default, each Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by any Grantor under the Trademarks.

8. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantors and until paid shall constitute Liabilities. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantors and until paid shall constitute Liabilities.

10. Duties of Grantor. Each Grantor shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks identified on Schedule A as "Material Trademarks", as commercially reasonable and (iii) to ensure that the Trademarks identified on Schedule A as "Material Trademarks" are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Grantors' obligations under this Section 10 shall be borne by Grantors and until paid shall constitute Liabilities.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Grantors shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and

indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantors and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Lender upon the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone (subject to any exclusive license granted prior to such date and, subject, in the case of Trademarks to sufficient rights to quality control and inspection in favor of the relevant Grantor required under applicable law to avoid risk of invalidation of said Trademarks), or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantors' Liabilities shall have been paid in full and the Financing Agreements have been terminated. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantors and their respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Each Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

ARRAY RETAIL SOLUTIONS, INC.

By M DA
Title CEO

ARRAY MARKETING GROUP, INC.
ARRAY MARKETING CORPORATION
AMG IN STORE, INC.
AMG IN STORE, LLC
KCS INDUSTRIES, LLC

for each

By M DA
Title CEO

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC

By _____
Title _____

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

ARRAY RETAIL SOLUTIONS, INC.

By _____
Title _____

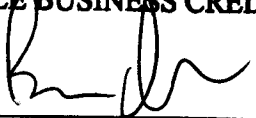
ARRAY MARKETING GROUP, INC.
ARRAY MARKETING CORPORATION
AMG IN STORE, INC.
AMG IN STORE, LLC
KCS INDUSTRIES, LLC

for each

By _____
Title _____

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC

By  _____
Title Group Senior Vice President

Signature page to Trademark Security Agreement

SCHEDULE A

Summary of Material Trademarks

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES							
055820/4-US-1	<u>ARRAY MARKETING GROUP</u>	11/28/2000	76/171,704	10/8/2002	2,632,895	REGISTERED	35
	35 - Advertising for others, namely, creating, designing and implementing banners and signs for in-store displays						
055820/4-US-2	<u>THOMSON-LEEDS</u>	11/28/2000	76/171,703	3/23/2004	2,825,568	REGISTERED	35
	35 - Advertising services for others, creating, designing, and implementing banners and signs for in-store displays; business marketing consulting services						

TRADEMARK

REEL: 002933 FRAME: 0698

RECORDED: 09/10/2004