5/4/04

05-25-2004

102752223

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
LaSalle Business Credit, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☑ Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Name: National City Bank of Indiana
Internal Address: Suite 200-E
Street Address: 101 W. Washington Street
City: Indianapolis State: IN Zip: 46255

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☑ Other National Commercial Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:
☑ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☑ Other Assignment of Security Interests
Execution Date: 04/15/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/290,539; 78/290,588; 78/290,573; 78/290,532
B. Trademark Registration No.(s) 1,855,814; 2,292,052; 1,785,044; 2,600,802

Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Julie A. Carpenter, Esq.
Internal Address: Krieg DeVault LLP
Street Address: One Indiana Square, Suite 2800
City: Indianapolis State: IN Zip: 46204-2079

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41).....$ 520.00
☑ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Julia A. Carpenter — Name of Person Signing
Julia A. Carpenter — Signature
4-27-04 — Date

Total number of pages including cover sheet, attachments, and document: 9

05/24/2004 LMUELLER 00000051 78290539
01 FC:8521 40.00 OP
02 FC:8522 500.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Attachment to Recordation Form Cover Sheet
Trademarks Only

Trademark Application No.(s)
Additional Numbers:

76/523,925
76/528,851
78/290,565
78/290,580
78/289,311
78/289,305

Trademark Registration No(s)
Additional Numbers:

2,164,577
2,355,853
2,293,705
2,457,282
2,506,551
2,260,047
2,338,819

KD_IM-534356_1.DOC

ASSIGNMENT OF LOAN DOCUMENTS

This ASSIGNMENT OF LOAN DOCUMENTS (this "Agreement") dated as of April 15, 2004 is made between LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company (the "Assignor"), and NATIONAL CITY BANK OF INDIANA (the "Assignee").

RECITALS

A. The Assignor is party to that certain Loan and Security Agreement dated as of September 30, 2003 (as amended, amended and restated, modified, supplemented or renewed, the "Loan Agreement") among the Assignor as "Lender", and NEXT, INC., a Delaware corporation ("Parent"), NEXT MARKETING, INC, a Delaware corporation ("Next Marketing"), CMJ VENTURES, INC., a Florida corporation ("CMJ"), BLUE SKY GRAPHICS, INC., a Delaware corporation ("Blue Sky"), and LIL' FAN, INC., a Delaware corporation ("Lil' Fan") (Parent, Next Marketing, CMJ, Blue Sky, and Lil' Fan collectively referred to as "Borrowers" and each as a "Borrower") and the Assignor, as Lender. Any terms defined in the Loan Agreement and not defined in this Agreement are used herein as defined in the Loan Agreement.

B. As further set forth in a Payout Agreement dated the same date as this Agreement (as amended, restated, modified, substituted, extended and renewed from time to time, the "Payout Agreement") among the Assignor and the Borrowers, the Assignee (as the "New Lender") has proposed to lend to the Parent the Payout Amount(as that term is defined in the Payout Agreement). The Lender has agreed in the Payout Agreement when the Lender receives the Payout Amount and the other conditions of the Payout Agreement have been met, the Lender Obligations (as that term is defined in the Payout Agreement) will have been paid (subject to limited reservations described in the Loan Agreement) and the Lender will release its liens securing the Lender Obligations.

C. The Assignee and the Borrowers have requested that, rather than releasing its liens, the Assignor assign the Loan Documents (as that term is defined on Schedule 1 to this Agreement) to the Assignee for the limited purpose of facilitating the Assignee's lien position of record.

D. Although the Assignor has no obligation to do so, the Assignor is willing to enter into this Agreement as an accommodation, without any liability or responsibility whatsoever, to the Assignee and the Borrowers.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment and Acceptance.

(a) Subject to the terms and conditions of this Agreement and following the Assignor's receipt of the Payout Amount and the fulfillment of the other conditions of the Payout Agreement, (i) the Assignor hereby sells, transfers and assigns to the Assignee, without recourse and without representation or warranty whatsoever (except as set forth in Section 3(a) below), and (ii) the Assignee hereby purchases, assumes and undertakes from the Assignor, all of the

TRADEMARK
REEL: 002972 FRAME: 0806

rights, benefits, obligations, liabilities and indemnities of the Assignor under and in connection with the Loan Agreement and the Loan Documents (other than those rights, benefits, obligations, liabilities and indemnities in favor of the Assignor which survive would termination of the Loan Agreement (for example, contingent indemnification obligations) as provided in the Loan Agreement or as provided in the Payout Agreement). As further provided in the Payout Agreement, Assignor authorizes the filing of Uniform Commercial Code financing statement amendments reflecting the assignment to Assignee of the financing statements naming Lender as secured party and Borrowers as debtors. In addition, at Assignee's sole expense, Assignor shall execute such additional assignment documents in recordable form as are reasonably necessary to assign, as of record, notices of security interests and liens previously filed, recorded or registered by Assignor with respect to the Loan Documents and assigned hereunder.

(b) The Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Agreement and the other Loan Documents are required to be performed by the Lender, as such Loan Agreement and other Loan Documents are amended, restated, modified, supplemented and renewed by the Assignee and the Borrowers.

2. Independent Decision.

The Assignee (a) acknowledges that it has received a copy of the Loan Agreement and the Schedules and Exhibits thereto, together with such other documents and information as it has deemed appropriate to make its own credit and legal analysis and decision to enter into this Agreement; and (b) agrees that it has made and will make, independently and without reliance upon the Assignor or any other member of the Assignor Group (defined below) and based on such documents and information as it shall deem appropriate at the time its own credit and legal decisions with respect to the Borrowers, this Agreement and the Loan Documents.

3. Representations and Warranties.

(a) The Assignor represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any lien or encumbrance; (ii) it is duly organized and existing and it has the full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement and to fulfill its obligations hereunder; and (iii) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with the terms hereof, subject, as to enforcement, to bankruptcy, insolvency, moratorium, reorganization and other laws of general application relating to or affecting creditors' rights and to general equitable principles.

(b) Except as provided in subsection (a) above, the Assignor makes no representation or warranty, and has no responsibility, whatsoever to the Assignee, the Borrowers or any other person including, without limitation, that with respect to (i) any statements, warranties or representations made in or in connection with the Loan Agreement, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement, the Loan Documents or any other instrument or document furnished pursuant thereto, (iii) the existence, priority or perfection of any security interest or lien, (iv) the efficacy

TRADEMARK
REEL: 002972 FRAME: 0807

of this Agreement in furthering the Assignee's and Borrowers' intended purposes, (v) the solvency, financial condition or statements of the Borrowers, or the performance or observance by the Borrowers, of any of their respective obligations under the Loan Agreement or any other instrument or document furnished in connection therewith, or (vi) any other mater whatsoever, whether similar or dissimilar to the foregoing.

(c) Except as provided in subsection (a) immediately above, this Agreement is made without warranties or representations of any kind or nature and without recourse to Assignor. Notwithstanding any provision of this Agreement or of other document, rule of law or equity, or otherwise, the Assignor shall have in no event have any liability for any incidental, consequential or punitive damages to the Assignee.

(d) The Assignee and the Borrowers, by signing below, each hereby jointly and severally, knowingly and voluntarily forever release, acquit and discharge the Assignor and the Assignor or any past, present or future agent, attorney, legal representative, predecessor in interest, affiliate, successor, assign, employee, director or officer of the Assignor (collectively, with the Assignor, the "Assignor Group"), from and of any and all claims, damages, losses, actions, counterclaims, suits, judgments, obligations, liabilities, defenses, affirmative defenses, setoffs, and demands of any kind or nature whatsoever, in law or in equity, whether presently known or unknown, which any or all of the Borrowers and/or the Assignee may have had, now have, or which they can, shall or may have for, upon, or by reason of any matter, course or thing whatsoever relating to, arising out of, based upon, or in any manner connected with, any transaction, event, circumstance, action, failure to act, or occurrence of any sort or type, whether known or unknown, which occurred, existed, was taken, permitted, begun, or otherwise related or connected to or with this Agreement, any or all of the Lender Obligations, any or all of the Loan Documents, and/or any direct or indirect action or omission whatsoever of the Assignor and/or any of the Assignor Group. Each of the Borrowers and the Assignee agrees to indemnify the Lender and to hold the Lender harmless for any and all reasonable costs and expenses (including, without limitation, reasonable attorney's fees) as they arise, relating to actions of the Assignee or the Borrowers or other any person or entity (including, without limitation, a trustee in bankruptcy) taken contrary to this Agreement or taking a position contrary to this Agreement including, without limitation, the assertions of rights or claims to the effect that the Assignor has any liability under this Agreement or otherwise with respect to Lender Obligations or the Loan Documents.

4. The Assignee represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Assignee, enforceable against the Assignee in accordance with the terms hereof, subject, as to enforcement, to bankruptcy, insolvency, moratorium, reorganization and other laws of general application relating to or affecting creditors' rights and to general equitable principles; and (c) it is relying on its own analysis and conclusions of its rights and remedies that might arise as a result of this Agreement.

5. Miscellaneous.

TRADEMARK
REEL: 002972 FRAME: 0808

(a) Any amendment or waiver of any provision of this Agreement shall be in writing and signed by the parties hereto. No failure or delay by either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof and any waiver of any breach of the provisions of this Agreement shall be without prejudice to any rights with respect to any other or further breach thereof.

(b) All payments made hereunder shall be made without any setoff or counterclaim.

(c) This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

(d) The Recitals are part of this Agreement. The headings in this Agreement are included herein for convenience only, shall not constitute a part of this Agreement for any other purpose, and shall not be deemed to affect the meaning or construction of any of the provisions hereof. This Agreement is the result of negotiations among and have been reviewed by counsel to the Assignor, the Borrowers and the Assignee, and are the products of all parties. Accordingly, they shall not be construed against the Assignor merely because of the involvement of the Assignor and its counsel in their preparation.

(e) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ILLINOIS. The Assignor, the Borrowers, by signing below, and the Assignee each irrevocably submits to the exclusive jurisdiction of any State or Federal court sitting in Cook County, Illinois over any suit, action or proceeding arising out of or relating to this Agreement and irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such State or Federal court. Each party to this Agreement hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

(f) THE ASSIGNOR, THE BORROWERS, BY SIGNING BELOW, AND THE ASSIGNEE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, THE LOAN AGREEMENT, ANY RELATED DOCUMENTS AND AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER ORAL OR WRITTEN).

(g) Each party to this Agreement agrees that the respective signatures of the parties may be delivered by fax and that the parties may rely on a faxed signature as an original. Any party who chooses to deliver its signature by fax agrees to provide promptly to the other parties a copy of this Agreement with its inked signature, but the party's failure to deliver a copy of this Agreement with its inked signature shall not affect the validity, enforceability and binding effect of this Agreement

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

Signatures begin on the following page.

TRADEMARK
REEL: 002972 FRAME: 0809

Signature Page
to
Assignment of Loan Documents

LASALLE BUSINESS CREDIT, LLC

By: _____
Kevin D. Copenspire
Vice President

NATIONAL CITY BANK OF INDIANA

By: _____
R. Douglas Allen, Senior Vice President

Acknowledged and agreed as of the date first written above:

BORROWERS:

NEXT , INC.

By: _____(SEAL)
Charles L. Thompson, Chief Financial Officer

NEXT MARKETING, INC.

By: _____(SEAL)
Charles L. Thompson, Secretary/Treasurer

CMJ VENTURES, INC.

By: _____(SEAL)
Charles L. Thompson, Secretary/Treasurer

BLUE SKY GRAPHICS, INC.

By: _____(SEAL)
Charles L. Thompson, Secretary/Treasurer

LIL' FAN, INC.

By: _____(SEAL)
Charles L. Thompson, Secretary/Treasurer

Signature Page
to
Assignment of Loan Documents

LASALLE BUSINESS CREDIT, LLC

By: _____
Kevin D. Copenspire
Vice President

NATIONAL CITY BANK OF INDIANA

By: _____
R. Douglas Allen, Senior Vice President

Acknowledged and agreed as of the date first written above:

BORROWERS:

NEXT , INC.

By: _____(SEAL)
Charles L. Thompson, Chief Financial Officer

NEXT MARKETING, INC.

By: _____(SEAL)
Charles L. Thompson, Secretary/Treasurer

CMJ VENTURES, INC.

By: _____(SEAL)
Charles L. Thompson, Secretary/Treasurer

BLUE SKY GRAPHICS, INC.

By: _____(SEAL)
Charles L. Thompson, Secretary/Treasurer

LIL' FAN, INC.

By: _____(SEAL)
Charles L. Thompson, Secretary/Treasurer

Schedule 1 to Assignment of Loan Documents

1. Loan and Security Agreement
2. $8,000,000 Revolving Credit Note
3. Mortgage (Indiana)
4. Limited Continuing Unconditional Guaranty (Mr. Hensley)
5. Trademark Security Agreement
   (a) Next, Inc.
   (b) Next Marketing, Inc.
   (c) CMJ Ventures
6. Financing Statements

The Assignor's interests have been or are to be terminated in the following and the following are expressly not assigned:

Lock Box and Blocked Account Agreement dated September 30, 2003

Various Assignments of Life Insurance

Continuing Unconditional Limited Guaranty (Mr. Cooke) and Continuing Unconditional Limited Guaranty (Mr. Thompson) and security therefor