

06-14-2004

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

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

## 1. Name of conveying party(ies):

HA-LO Promotions Acquisition Corp.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other Delaware

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: 5/14/03

## 2. Name and address of receiving party(ies)

Name: GMAC Commercial Finance LLC

Internal  
Address: Suite 280

Street Address: 3000 Town Center

City: Southfield State: MI Zip: 48075

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

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

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,209,099

Additional number(s) attached ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristen L. Fancher

Internal Address: Greenberg Traurig, LLP

Suite 400

Street Address: 3290 Northside Parkway

City: Atlanta State: GA Zip: 30327

## 6. Total number of applications and registrations involved:

1

## 7. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

500351

DO NOT USE THIS SPACE

## 9. Signature.

Kristen L. Fancher

Name of Person Signing

Signature

5/26/04

Date

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

7

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

06/10/2004 MGETACHE 00000101 500351

2209099

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05-27-2004

U.S. Patent &amp; TMO/TM Mail Rpt Dt #77

TRADEMARK  
 REEL: 002987 FRAME: 0462

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2003, by the Grantor identified as such on the signature pages hereof ("Grantor"), in favor of GMAC COMMERCIAL FINANCE LLC ("Lender").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor, Lee Wayne Promotions Acquisition Corp., and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make certain Revolving Loans to Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's United States Trademarks (as defined below) and Trademark Licenses (as defined below) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

The term "Trademark" shall mean all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) (i) all registered trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all registrations and recordings thereof, and (ii) all applications

for registration of trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all registrations and recordings thereof, including in each case registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state or territory thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

The term "Trademark License" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

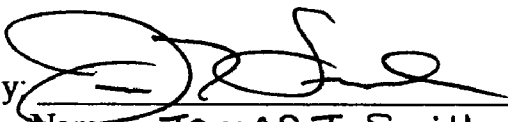
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

"Grantor"

**HA-LO PROMOTIONS ACQUISITION CORP., a**  
Delaware corporation

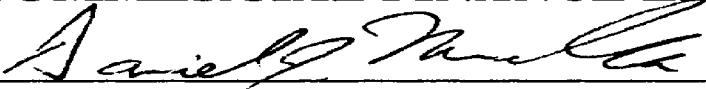
By:   
Name: James T. Smith  
Title: Chief Financial Officer

Address for Notices:

c/o H.I.G. Capital  
1001 Brickell Bay Drive, 27<sup>th</sup> Floor  
Miami, FL 33131  
Attention: Anthony DiSimone  
Telecopier No.: 305-379-2013  
Telephone No.: 305-379-2322

“Lender”

**GMAC COMMERCIAL FINANCE LLC**

By: 

Name: Daniel J. Manella

A Duly Authorized Signatory

Address for Notices:

GMAC Commercial Finance LLC

3000 Town Center, Suite 280

Southfield, Michigan

Attn: Account Executive –

Ha-Lo Promotions Acquisition Corp.

Telecopier No.: (248) 358-8337

Telephone No.: (248) 263-6210

Trademark Security Agreement: Ha-Lo

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

Trademark Name	Registration/Serial No.	Country
HALO*	76179931	
HALO*	76179930	
HA-LO and Design (Design Mark)	2209099 / 75411179	U.S.
HA-LO Sports**	2021849 / 74717035	U.S.
Events By HA-LO**	2002768 / 74714082	U.S.

\* On February 14, 2003, Ha-Lo Industries, Inc.'s counsel received a voice mail message from David Ashby, an attorney representing Halo Management, LLC. Mr. Ashby claims that Halo Management is the owner of a federal registration (#2535395) in class 35, business services. The mark was cited against Ha-Lo Industries, Inc. in the two recent applications filed for the mark "HALO" (responses to which are due in the first part of April, but which Ha-Lo Industries, Inc. has decided not to pursue for now). Mr. Ashby has indicated that he would be eager to discuss a license fee to permit the use of the mark.

\*\* The registrations for these trademarks have lapsed and each registration is subject to cancellation by the PTO.

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois )

COUNTY OF Will )

ss.

On this 14<sup>th</sup> day of May, 2003 before me personally appeared James T. Smith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HA-LO Promotions Acquisition Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Laura L. Dunn  
Notary Public

