

8-17-07

OFFICE OF PTO RECORDS
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached document.

1. Name of conveying party(ies):

Geiger Bros.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: KeyBank National Association

Internal

Address: _____

Street Address: One Canal Plaza

City: Portland

State: Maine

Country: USA Zip: 04101-4035

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 08/09/2007

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77-214199 and 77-255994

B. Trademark Registration No.(s)

2158855

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Dennis C. Sbrega, Esq.

Internal Address: PretiFlaherty, LLP
P.O. Box 9546

Street Address: One City Center

City: Portland

State: Maine Zip: 04112-9546

Phone Number: 207.791.3215

Fax Number: 207.791.3111

Email Address: dsbrega@preti.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Dennis C. Sbrega

Signature

August 14, 2007

Date

Dennis C. Sbrega

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/17/2007 DBYRNE

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01 FC:8521
02 FC:8522



**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 9, 2007, by and among **G4 HOLDINGS, INC., D/B/A GEIGER**, a Delaware corporation ("G4 Holdings"), **GEIGER BROS.**, a Maine corporation ("Geiger"), **GEIGER O'CAIN L.L.C.**, a Maine limited liability company ("O'Cain"), **GEIGER SYNERGY LLC**, a Maine limited liability company ("Synergy"), **ELLIOTT SALES, LLC**, a Maine limited liability company ("Elliott Sales"), **GEIGER NORTHWEST LLC**, a Maine limited liability company ("Northwest"), **FORRESTER-SMITH, INC.**, a Florida corporation ("Forrester-Smith"), **FORRESTER-SMITH FULFILLMENT, INC.**, a Florida corporation ("F-S Fulfillment"), **THE BANDRICH COMPANY, INC.**, a Puerto Rican company ("Bandrich"), **GEIGER COLLEGIATE PROMOTIONS, LLC**, a Maine limited liability company ("Collegiate Promotions"), **G4 SERVICES, LLC**, a Maine limited liability company ("G4 Services"), **G4 PRODUCTS, LLC**, a Maine limited liability company ("G4 Products"), **PLANNERSTORE, LLC**, a Maine limited liability company ("Planner Store"), **ECHO LAKE PLANNERS, LLC**, a Maine limited liability company ("Echo Lake"), **CPS VENTURES, LLC**, a Maine limited liability company ("CPS Ventures"), and **CRESTLINE SPECIALTIES, INC.**, a Maine corporation ("Crestline") (all of the foregoing being sometimes hereinafter individually and collectively referred to as "Debtor"), all having a place of business and mailing address at 70 Mt. Hope Avenue, P.O. Box 1609, Lewiston, Maine 04241, and **KEYBANK NATIONAL ASSOCIATION**, a national banking association having a place of business and mailing address at One Canal Plaza, Portland, Maine 04101-4035 ("Secured Party").

RECITALS:

A. Geiger and Secured Party are parties to that certain Trademark Security Agreement dated July 29, 2003 (the "Original Agreement"); and

B. Debtor and Secured Party wish to amend the Original Agreement and to restate the Original Agreement in its entirety, as so amended, as hereinafter set forth;

NOW, THEREFORE, Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Loan Agreement" means that certain Amended and Restated Loan Agreement, dated as of the date hereof, between Debtor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the state of organization of each Debtor.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with

respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) **Continuing Security Interest.** Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) **Trademarks.** A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents

for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Maine, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Maine.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart

of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

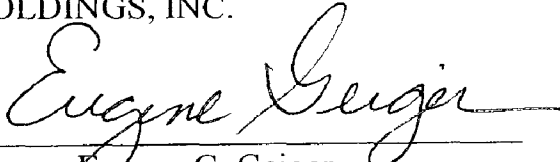
SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.


WITNESS:




DEBTOR:
G4 HOLDINGS, INC.

By: 
Name: Eugene G. Geiger
Title: Authorized Representative


WITNESS:



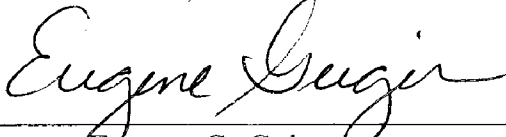
GEIGER BROS.

By: 
Name: Eugene G. Geiger
Title: Authorized Representative


WITNESS:



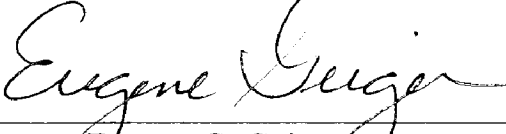
GEIGER O'CAIN, L.L.C.

By: 
Name: Eugene G. Geiger
Title: Authorized Representative


WITNESS:




GEIGER SYNERGY LLC

By: 
Name: Eugene G. Geiger
Title: Authorized Representative


WITNESS:



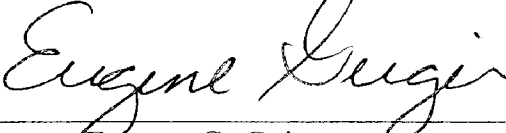
ELLIOTT SALES, LLC

By: 
Name: Eugene G. Geiger
Title: Authorized Representative

WITNESS:




GEIGER NORTHWEST LLC

By: 
Name: Eugene G. Geiger
Title: Authorized Representative


WITNESS:




FORRESTER-SMITH, INC.

By: 
Name: Eugene G. Geiger
Title: Authorized Representative

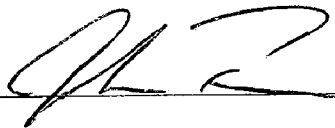
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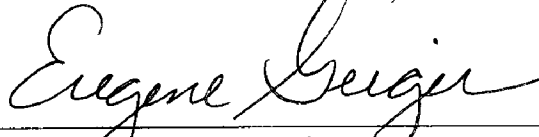
FORRESTER-SMITH FULFILLMENT, INC.

By: 
Name: Eugene G. Geiger
Title: Authorized Representative

WITNESS:



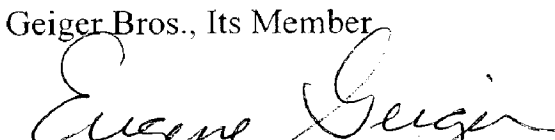
THE BANDRICH COMPANY, INC.

By: 
Name: Eugene G. Geiger
Title: Authorized Representative

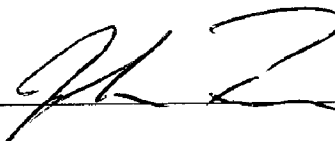
WITNESS:



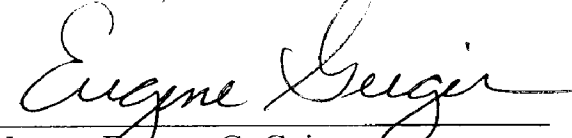
GEIGER COLLEGIATE PROMOTIONS, LLC

By: Geiger Bros., Its Member
By: 
Name: Eugene G. Geiger
Title: Authorized Representative

WITNESS:




G4 SERVICES, LLC

By: 
Name: Eugene G. Geiger
Title: Authorized Representative

WITNESS:



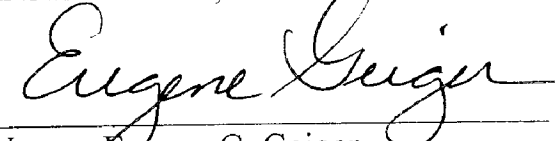
G4 PRODUCTS, LLC

By: 
Name: Eugene G. Geiger
Title: Authorized Representative

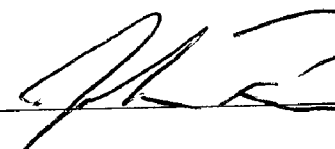
WITNESS:



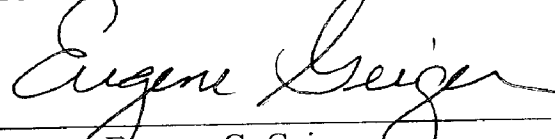
PLANNERSTORE, LLC

By: 
Name: Eugene G. Geiger
Title: Authorized Representative

WITNESS:




ECHO LAKE PLANNERS, LLC

By: 
Name: Eugene G. Geiger
Title: Authorized Representative

WITNESS:




CPS VENTURES, LLC

By: 
Name: Eugene G. Geiger
Title: Authorized Representative

WITNESS:

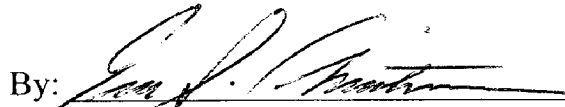


CRESTLINE SPECIALTIES, INC.

By: 
Name: Eugene G. Geiger
Title: Authorized Representative

WITNESS:

SECURED PARTY:
KEYBANK NATIONAL ASSOCIATION

By: 
Name: Eric S. Christensen
Title: Senior Vice President

SCHEDULE A

<u>OWNER:</u>	<u>REGISTERED MARKS:</u>
Elliott Sales, LLC	Bigger the Dot – Better the Fishing® (name) Reg# 1894097 issued 5/16/1995 renewed 7/5/2005
Geiger Synergy LLC	Synergy® (name) Reg# 2310867 issued 1/25/2000 renewed 4/19/2005
Forrester-Smith, Inc.	Wear Your Logo Out!® (name) Reg# 2856144 issued 6/22/2004
Geiger Bros.	Sun Graphix® (name and design) Reg# 2158855 issued 5/19/1998 renewed 5/14/2004
Geiger Bros.	PlannerStore (design) Application Pending with USPTO
Geiger Bros.	Crestline (name and design) Application Pending with USPTO

<u>OWNER:</u>	<u>TRADEMARKS:</u>
G4 Products, LLC	bygeiger™
Echo Lake Planners, LLC	Echo Lake Planners™
Geiger Bros.	Time By Design™ Sullivan™ Décor Line™ Access1™ Geiger Studio™ Preference™ Preference Collection™ DaySaver™ eSalesOffice™ GeigerMall™ @myStore™

<u>OWNER:</u>	<u>SERVICEMARKS:</u>
Geiger Bros.	eFacts Geiger Network TotalCare GConnect www.121GeigerWay.com eBlast Geiger Outlet Geiger Store

<u>OWNER:</u>	<u>TRADENAMES:</u>
G4 Holdings, Inc	Geiger
Crestline Specialties, Inc.	Crestline Specialties
Elliott Sales, LLC	Elliott Sales
Forrester-Smith, Inc.	Forrester-Smith
Geiger Synergy LLC	Synergy 2000 Geiger Synergy
Geiger O'Cain, L.L.C.	O'Cain Geiger O'Cain Geiger Carolinas
Geiger Northwest LLC	Cribbins
Geiger Bros.	Geiger West Geiger South Corporate Programs GBI Worldwide Specialties Inventive Incentives
G4 Products, LLC	Geiger Manufactured Products Group
G4 Services, LLC	Geiger Corporate Services
CPS Ventures, LLC	CPS Ventures