

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
Hilco Receivables, LLC		09/10/2007	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	The Patriot Group, LLC		
Street Address:	1120 Boston Post Road		
Internal Address:	2nd Floor		
City:	Darien		
State/Country:	CONNECTICUT		
Postal Code:	06820		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3161517	HILCO RECEIVABLES	
CORRESPONDENCE DATA			
Fax Number:	(312)861-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-2000		
Email:	dgasiorowski@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	200 East Randolph Drive		
Address Line 2:	c/o Donna Gasiorowski, Sr. Legal Asst.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40492-9 DRG		
NAME OF SUBMITTER:	Donna Gasiorowski		
Signature:	/Donna Gasiorowski/		

CH \$40.00 3161517

Date:

09/17/2007

Total Attachments: 6

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Intellectual Property Security Agreement

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 10, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors") in favor of the Lender (each as defined in the Loan and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of September 10, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), among The Patriot Group, LLC, a Delaware limited liability company ("Patriot" or the "Lender"), Hilco Receivables, LLC, an Illinois limited liability company ("Hilco"), and certain other parties thereto (such parties, together with Hilco, the "Borrowers") the Lender has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are required to execute and deliver this Intellectual Property Security Agreement pursuant to the Loan and Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan and Security Agreement and to induce the Lender to make its extension of credit to the Borrowers thereunder, each Grantor hereby agrees with the Lender as follows:

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

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

- (a) all of its Intellectual Property, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals, reversions and extensions of the foregoing; and
- (c) 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. Loan and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property

Collateral made and granted hereby are more fully set forth in the Loan 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property 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.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

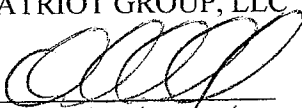
Very truly yours,

HILCO RECEIVABLES, LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:


THE PATRIOT GROUP, LLC

By: 
Name: Charles Forbes
Title: President

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HILCO RECEIVABLES, LLC
as Grantor

By: 
Name: JOHN B. PRIEST
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

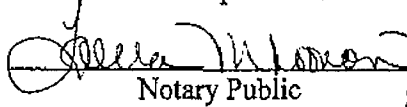
THE PATRIOT GROUP, LLC

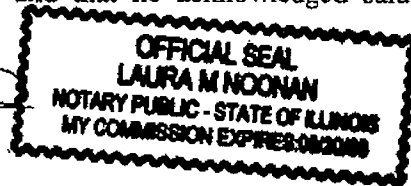
By: _____
Name:
Title:

Acknowledgment of Grantor

STATE OF Illinois)
COUNTY OF Cook) ss.

On this 10th day of September, 2007 before me personally appeared John B. Priest, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hilco Receivables, LLC, 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.


Notary Public



Schedule I
to
Intellectual Property Security Agreement
Trademark Registrations

REGISTERED TRADEMARKS

"HILCO RECEIVABLES" - registration number 3,161,517, registered 10/24/2006.