

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
Goldman Promotions, Inc.		04/24/2008	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Compass Group Diversified Holdings LLC		
Street Address:	Sixty One Wilton Road		
Internal Address:	Second Floor		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2535728	GP GOLDMAN PROMOTIONS	
CORRESPONDENCE DATA			
Fax Number:	(703)720-7802		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-720-7800		
Email:	ipgeneraltyc@ssd.com		
Correspondent Name:	Douglas H. Goldhush		
Address Line 1:	8000 Towers Crescent Drive		
Address Line 2:	14th Floor		
Address Line 4:	Tysons Corner, VIRGINIA 22182		
ATTORNEY DOCKET NUMBER:	052292.00121		
NAME OF SUBMITTER:	Douglas H. Goldhush		
Signature:	/Douglas H. Goldhush/		

CH \$40.00 2535728

Date:

04/28/2008

Total Attachments: 5

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EXECUTION COPY

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
GOLDMAN PROMOTIONS, INC.**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this "Security Agreement") is entered into as of April 24, 2008, by Goldman Promotions, Inc., a Missouri Corporation ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party"), pursuant to the terms of (i) that certain Credit Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the "Credit Agreement") among the Secured Party, as lender, and Halo Branded Solutions, Inc., as borrower, and Halo Holding Corporation, as co-borrower, dated as of February 28, 2007 and amended as of June 20, 2007 and further amended as of the date hereof, and (ii) that certain Guarantee and Collateral Agreement (as the same may be amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Secured Party, Grantor and those other signatories a party thereto, dated as of February 28, 2007.

Pursuant to the Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks and Patents identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantors' right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) and the Patents (including, without limitation, those items listed on Schedule B hereto).

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office ("UPTO") the grant of a security interest in the Trademarks and the Patents pursuant to the Collateral Agreement. The Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Collateral Agreement, the Collateral Agreement shall prevail.

Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks and the Patents granted hereby are more fully set forth in Collateral Agreement, the terms and

provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Filing this Security Interest. The party that files this Security Agreement with the UPTO shall: (i) complete accurately, and include as part of such filing, the UPTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

Section 6. Counterparts. This Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

IN TESTIMONY WHEREOF, the Grantor and Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized this 24th day of April, 2008.

GRANTOR:
GOLDMAN PROMOTIONS, INC.

By: Marc S. Simon
Name: Marc S. Simon
Title: CEO

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 24th day of April, 2008, there appeared before me Marc S. Simon, personally known to me, who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his voluntary act and deed on behalf and with full authority of Goldman Promotions, Inc.


Annette M. Slovic
Notary Public

My Commission Expires: 5/14/2010



SCHEDULE A

TRADEMARKS:

<u>Mark</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
	76014682	March 31, 2000	2535728	February 5, 2002	Goldman Promotions, Inc.

TRADEMARK LICENSES:

None.

SCHEDULE B

ISSUED PATENTS:

None.

PATENT APPLICATIONS:

None.

PATENT LICENSES:

None.