Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

HSBC Bank USA, National Association

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

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: HSBC Business Credit (USA), Inc.

Internal Address:

Street Address: 452 Fifth Avenue

City: New York

State: NY

Country: USA Zip: 10018

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship Delaware
☐ 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)

☐ 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)

See Attached

B. Trademark Registration No.(s)

N/A

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: Christopher G. Dorman

Internal Address: Phillips Lytle LLP

Street Address: 437 Madison Avenue

City: New York

State: NY Zip: 10022

Phone Number: (212) 508-0427

Fax Number: (212) 308-9079

Email Address: cdorman@phillipslytle.com

6. Total number of applications and registrations involved: 3

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

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

8. Payment Information: PTO 2308 Attached

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature: 6/20/08

Signature Date

Christopher G. Dorman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 22

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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP $90.00 78520328

700375600

EXHIBIT A

To Assignment of Security Interest in Trademarks

Trademark	Registration/ Application	Registration/ Application Number	Owner
"MUSTANG"	11/19/2004	78520328	Stampede Presentation Products, Inc.
"STALLION"	11/19/2004	78520343	Stampede Presentation Products, Inc.
"BUILDER AV"	05/09/2005	78626109	Stampede Presentation Products, Inc.

Doc # 01-1675086.1

05-09-2008

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OMB Collection 0651-0027 (exp. 6/30/2008)

, DEPARTMENT OF COMMERCE
tates Patent and Trademark Office

RECOR
TR 103501747

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HSBC Bank USA, National Association

☐ Individual(s) ☐ Association
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☐ Corporation- State:
☒ Other National Association

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☐ No

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Internal Address:
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State: NY
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☐ Limited Partnership Citizenship
☒ Corporation Citizenship Delaware
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
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Internal Address: Phillips Lytle LLP
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City: New York
State: NY Zip: 10022
Phone Number: (212) 508-0427
Fax Number: (212) 308-9079
Email Address: cdorman@phillipslytle.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 55

☐ 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:

Signature May 5, 2008 Date

Christopher G. Dorman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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Doc # 01-1675086.1

09-26-2007

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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (ex)

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

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☐ General Partnership ☐ Limited Partnership
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☒ Corporation Citizenship Delaware
☐ 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) July 19, 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)

See Attached 78520328

B. Trademark Registration No.(s)

N/A

Additional sheet(s) attached? ☐ Yes ☐ No

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Email Address: cdorman@phillipslytle.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: 9/20/07

Signature Date

Christopher Dorman

Name of Person Signing

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

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"BUILDER AV"	05/09/2005	78626109	Stampede Presentation Products, Inc.

Doc # 01-1675086.1

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, HSBC Bank USA, National Association, a bank organized under the laws of the United States of America having a place of business at One HSBC Center, Buffalo, New York 14203 ("Assignor"), is a holder of a security interest in the trademarks identified on Exhibit A hereto (collectively, the "Trademarks") and in the registration of and pending registration applications for such Trademarks in the United States Patent and Trademark Office ("PTO") identified on said Exhibit A pursuant to a Patents, Tradenames, Copyrights and Licenses Security Agreement dated as of May 10, 2005 between Stampede Presentation Products, Inc., a Delaware corporation ("Company") and Assignor and recorded with the PTO on May 10, 2005 at Reel 3114 and Frame 0916; and

WHEREAS, Company and HSBC Business Credit (USA) Inc., a Delaware corporation ("Assignee") are parties to Patents, Trademarks, Copyrights and Licenses Security Agreement dated as of July 19, 2007 (as amended and in effect from time to time), and Assignee is desirous of acquiring the Assignor's security interest in the Trademarks and the registration thereof and registration applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as of July 19, 2007, the Assignor does hereby assign, sell and transfer to the Assignee, all of the Assignor's security interest in and to the Trademarks, together with (a) the registrations of and registration applications for the Trademarks, (b) the goodwill of the business connected with the use of, and symbolized by, the Trademarks and the registration thereof, and (c) the right to sue and recover for, and the right to incomes, royalties, damages and other payments now and hereafter due or accrued and arising out of or in connection with, any and all past, present or future infringements, misappropriations or dilution of or damage or injury to the Trademarks or the registrations thereof or such associated goodwill and (d) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, as of the 19th day of July, 2007.

HSBC BANK USA, NATIONAL ASSOCIATION

By _____
Mark F. Zeis
Senior Vice President

STATE OF NEW YORK)
)SS.:
COUNTY OF ERIE)

On the _____ day of July in the year 2007, before me, the undersigned, personally appeared **Mark F. Zeis**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

JEANNE HEINRICH
No. 01HE5029872
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 12/13/2010

Doc # 01-1675086.1

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT (Trademarks)

This **PATENTS, TRADEMARKS, COPYRIGHTS, AND LICENSES SECURITY AGREEMENT** ("Agreement") is made as of the 10th day of May, 2005, by **STAMPEDE PRESENTATION PRODUCTS, INC.** ("Company"), a Delaware corporation, with its chief executive office located at 3332 Walden Avenue, Suite 106, Depew, New York 14043, and delivered to **HSBC BANK USA, NATIONAL ASSOCIATION** ("Lender"), having a mailing address of One HSBC Center, Attn: Commercial Banking Department, Buffalo, New York 14203.

BACKGROUND

A. This Agreement is being executed and delivered to Lender as additional security for the Obligations of Company under that certain Second Amended and Restated Loan and Security Agreement dated as of September 27, 2004 herewith by and between Borrower and Lender (as supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications, if any (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names, if any (collectively, "Trademarks"); copyrights, and copyright applications and licenses, if any (collectively, the "Copyrights"); and goodwill associated thereto ("Goodwill") listed on **Schedule A** attached hereto and made part hereof (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Company's knowledge, each of the Assets is valid and enforceable;

(c) To the best of Company's knowledge, Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons except for Permitted Liens;

(d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Each of the Assets listed on **Schedule A** constitute all of the registered Assets, and all applications for any of the foregoing, now owned by Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall obtain rights to any new registered patent, trademark or copyright or application therefor, the provisions of this Agreement shall automatically apply thereto and such patent, trademark or copyright or application therefor shall be deemed part of the Assets. Company shall give Lender prompt written notice thereof along with an amended **Schedule A**.

3. So long as an Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default ("Default") has not occurred under the Loan Agreement, Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Loan Agreement and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

4. If and while an Event of Default exists under the Loan Agreement, Company hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, Company hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as **Exhibit 1**. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

6. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Agreement and the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

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REEL: 003800 FRAME: 0957

7. Upon Company's performance of all of the obligations under the Loan Agreement and the Loan Documents and full and unconditional satisfaction of all Obligations, Lender shall execute and deliver to Company all documents reasonably necessary to terminate Lender's security interest in the Assets.

8. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

9. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

10. During the existence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Lender's name, but at Company's expense, and Company hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

11. No course of dealing between Company and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Company and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

12. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

13. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. This Agreement shall be governed by and construed in conformity with the laws of the State of New York without regard to its otherwise applicable principles of conflicts of laws.

15. **Company and Lender each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Agreement and the Loan Documents.**

TRADEMARK
REEL: 003800 FRAME: 0958

Dated the date and year first written above.

STAMPEDE PRESENTATION PRODUCTS, INC.

By: _____
Mark R. Wilkins
President

Approved and Accepted:

HSBC BANK USA, NATIONAL ASSOCIATION

By: _____
John G. Tierney
Vice President

EXHIBIT A

Notice of Security Interest

Trademark	Registration/ Application Number	Registration/ Application Date	Owner
"MUSTANG"	78520328	11/19/2004	Stampede Presentation Products, Inc.
"STALLION"	78520343	11/19/2004	Stampede Presentation Products, Inc.
"BUILDER AV"	78626109	05/09/2005	Stampede Presentation Products, Inc.

ATTACHMENT RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

This is a corrective assignment to change the brief from "Assignment" to "Security Agreement", which brief was previously recorded on September 21, 2007 in Reel 003628, Frame 0619 wherein HSBC Bank USA, National Association assigned to HSBC Business Credit (USA), Inc., the security interest held by HSBC Bank USA, National Association in Trademarks owned by Stampede Presentation Products, Inc.

ITS

00706691

Phillips Lytle LLP

VIA FACSIMILE (571) 273-0140

June 20, 2008

Commissioner for Trademarks
Mail Stop: Assignment Services Branch
P.O. Box 1450
Alexandra, VA 22313-1451

Re: Assignee: HSBC Business Credit (USA), Inc. ("HSBC")
Assignor: Stampede Presentation Products, Inc. ("Stampede")

Ladies and Gentlemen:

Enclosed is a re-submission of a corrective brief from assignment to security agreement.

The enclosed documents evidence the assignment from HSBC Bank USA, National Association to HSBC Business Credit (USA), Inc. of a security interest in the trademarks of Stampede Presentation Products, Inc.

The enclosed includes (i) a new cover sheet, together with a copy of the Assignment of Security Interest in Trademarks from HSBC Bank USA, National Association to HSBC Business Credit (USA), Inc., together with a conformed copy of the Patents, Trademarks, Copyrights and Licenses Security Agreement by Stampede Presentation Products, Inc. in favor of HSBC Bank USA, National Association, (ii) the cover sheet for the corrective brief and the letter from the United States Patent and Trademark Office stating that this submission could not be recorded for failure to include the document and (iii) the cover sheet for the original filing being corrected.

Also, enclosed is form PTO 2038 to cover the charge for the enclosed corrections.

If the enclosed is acceptable, please record the corrective brief and return it to the undersigned.

ATTORNEYS AT LAW

Doc # 05-355564.1

CHRISTOPHER G. DORMAN, PARTNER DIRECT 212 308 8427 CDORMAN@PHILLIPSLYTLE.COM

437 MADISON AVENUE 34TH FLOOR NEW YORK, NY 10022 PHONE 212 759 4888 FAX 212 308 9079
BUFFALO ALBANY CHAUTAUQUA GARDEN CITY NEW YORK ROCHESTER WWW.PHILLIPSLYTLE.COM

PhillipsLytle LLP

Attorneys at Law

437 Madison Avenue, 34th Floor New York, NY 10022 Phone **212 759 4888** Fax **212 308 9079**
Buffalo Albany Chautauqua Garden City New York Rochester www.phillipslytle.com

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DATE: June 20, 2008 **TIME:** 4:46 PM **PAGES:** Cover + 23

TO:
Dorothy Williams
Paralegal

FAX NUMBER:
(571) 273-0140

COMMENTS: Please see the attached. If you have any questions, please do not hesitate to contact me at (212) 508-0427.

FROM:	Christopher G. Dorman	**EQUITRAC INIT:** CGD	**EXT.:** 427
CLIENT:	HSBC Business Credit (USA), Inc.	**FILE #:** 11261.34	
RE:	Stampede Presentation Products, Inc.	**ID #:**	

If you do not receive all pages as indicated, please notify us IMMEDIATELY at 212 759 4888

Original Mailed? No

Buffalo Office 3400 HSBC Center Buffalo, NY 14203 Fax 716 852 6100 Phone 716 847 8400
Albany Office 125 Wolf Road Suite 112 Albany, NY 12203 Fax 518 435 0030 Phone 518 435 0323
Chautauqua Offices 8 East Third St Suite 307 PO Box 1279 Jamestown, NY 14702-1279 Fax 716 664 4230 Phone 716 664 3906
11 East Main St PO Box 149 Fredonia, NY 14063-0149 Fax 716 672 7979 Phone 716 672 2164
Garden City Office 1100 Franklin Ave 4th Floor Garden City, NY 11530 Fax 516 742 3910 Phone 516 742 5201
Rochester Office 1400 First Federal Plaza Rochester, NY 14614 Fax 585 232 3141 Phone 585 238 2000