

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Valve Special Purpose Co. LLC		06/08/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	75 E. TRIMBLE ROAD		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95131		
<b>Entity Type:</b>	Banking Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2474130	NATURAL BY DESIGN	
Registration Number:	2107844	ON-X	
Registration Number:	2595348	CONFORM-X	
Registration Number:	1992995	CASUAL CLOTHES. COMFORTABLE PRICES.	
Registration Number:	2533890	MCRI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(313)496-8454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3139636420		
<b>Email:</b>	schultz@millercafield.com		
<b>Correspondent Name:</b>	Jennifer Bielfield		
<b>Address Line 1:</b>	150 West Jefferson Ave		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Detroit, MICHIGAN 48226		

**CH \$140.00 2474130**

ATTORNEY DOCKET NUMBER:	125055- SPECIAL VALVE
NAME OF SUBMITTER:	Jennifer A. Bielfield
Signature:	/jenniferabielfield/
Date:	07/17/2008
Total Attachments: 5 source=Valve Special#page1.tif source=Valve Special#page2.tif source=Valve Special#page3.tif source=Valve Special#page4.tif source=Valve Special#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 8, 2007 by and between **COMERICA BANK** ("Bank") and **VALVE SPECIAL PURPOSE CO., LLC**, a Delaware limited liability company ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to MCRI, Inc. ("Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of October 28, 2005, as amended by that certain Modification to Loan and Security Agreement dated as of the date hereof, between Bank and Borrower and Letter Agreement of even date herewith between Bank and Borrower (as the same may be amended, modified or supplemented from time to time, collectively, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan and Security Agreement).

B. Grantor has agreed to guaranty the Loans pursuant to a Guaranty dated as of October 28, 2005 (the "Guaranty").

C. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Guaranty.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Guaranty and Borrower's obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor, Borrower and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Guaranty and under any other agreement between Bank, Grantor and/or Borrower relating to the Loans now existing or hereafter arising, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

8200 Cameron Road  
Suite A - 196  
Austin, Texas 78754

Attn: \_\_\_\_\_

Address of Bank:

Comerica Bank  
300 West 6<sup>th</sup> Street  
Suite 1300  
Austin, Texas 78701  
Attn: Chad Neely

GRANTOR:

VALVE SPECIAL PURPOSE CO., LLC

By: 

Title: President

BANK:

COMERICA BANK

By: 

Title: Senior Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

**EXHIBIT B**

**Patents**

**Description**

**Registration/  
Application/  
Number**

**Registration/  
Application/  
Date**

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Natural By Design	2474130	7/31/01
On-X	2107844	10/21/97
Conform-X	2595348	7/16/02
On-X	1992995	5/1/02
MCRI Logo	2533890	1/29/02