

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnet, LLC		07/18/2008	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	Seidler North, L.P.		
Street Address:	515 South Figueroa Street, Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1643849	WE ATTRACT BUSINESS	
Registration Number:	1550945	MAGNETIC STATEMENTS	
Registration Number:	2618811	VAGABOND	
Registration Number:	2385373	PHONECARD EXPRESS	
Registration Number:	2593203	THE INTERNET PHONECARD	
Registration Number:	1971962	PHONECARD EXPRESS	
Registration Number:	3218904	EZ FEED	
Registration Number:	3118550	MAGNETS 4 MEDIA	
Registration Number:	3277699	THE BOSS	
Registration Number:	3303331	INNOVATIONS	
Serial Number:	77472157	RAZ R BY MM MAGNET 4 MEDIA THE CUTTING EDGE IN PROMOTIONAL MAGNETS	
Registration Number:	2124521	TOWEL N' TOTE	
Registration Number:	1807609	PROFESSIONAL TOWEL LINE	

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TRADEMARK
REEL: 003822 FRAME: 0893

Registration Number:	1831384	PROFESSIONAL TOWEL MILLS
Registration Number:	1830941	THE NATURAL
Registration Number:	2765955	THE BAG FACTORY

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 2: O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	CM# 532,443-001
NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	07/25/2008

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, MAGNET, LLC, a Missouri limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor, Benchmark Industries, LLC, a Delaware limited liability company ("**Benchmark**"), Perfect Promotional Products, LLC, a Delaware limited liability company ("**PPP**," and together with Grantor and Benchmark, collectively "**Companies**"), have issued a promissory note, dated as of July 18, 2008 (said promissory note as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Note**") to Seidler North, L.P. (together with its successors, transferees and assigns, "**Secured Party**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 18, 2008 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, the other grantors party thereto and Secured Party, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants, as of July 18, 2008, to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral 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 any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, licensed, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MAGNET, LLC

a Missouri limited liability company

By: 

Name: William Korawitz

Title: President

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Marks:

1. Certificate of Service Mark Registration No. 1,643,849; Serial No. 74/066572; Issued 5/17/91 and renewed 10/15/96 and on 5/7/01.
Mark: WE ATTRACT BUSINESS.
2. Certificate of Service Mark registration No. 1,550,945; Serial No. 73/762144; Issued 8/8/89 and renewed 8/8/2000.
Mark: MAGNETIC STATEMENTS.
3. Application for Trademark VAGABOND, Serial No. 76/156,053, Filing Date October 30, 2000 (reuseable adhesive sheet material) Registration No. 2,618,811; Issued 9/10/02.
4. Certificate of Trademark registration No. 2,385,373, Issued 9/12/00.
Mark: Phonecard Express.
5. Application for Trademark The Internet Phonecard, Serial No. 76/139,710, Filed October 3, 2000; Registration No. 2,593,203; Issued 7/09/02.
6. Certificate of Trademark registration No. 1,971,962, Issued 4/30/96.
Mark: Phonecard Express
7. Application for Trademark EZ Feed, Serial No. 78/673,273, Filed 7/19/05; Registration No. 3218904; Issued 3/13/2007.
8. Application for Trademark Magnets 4 Media, Serial No. 78/689,600, Filed 8/10/05. Issued July 18, 2006; Registration No. 3,118,550.
9. Application for Trademark The Boss, Serial No. 78/780,337, Filed 12/23/05. Issued August 7, 2007; Registration No. 3,277,699.

10. Application for Trademark "Innovations" – Serial No. 78191652, Filed 12/05/02, Published for opposition 1/30/07; Registration No. 3303331; Issued 10/2/07.
11. Application for Trademark "RAZUR" – Serial No. 77472157, Filed 5/12/08.

Supplemental Registered Marks:

<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Towel 'N Tote	2,124,521	December 23, 1997
Professional Towel Line	1,807,609	November 30, 1993
Professional Towel Mills	1,831,384	April 19, 1994
The Natural	1,830,941	April 12, 1994
The Bag Factory	2,765,955 (Supplemental)	September 16, 2003