

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Amended &amp; Restated Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ultra Pro Corporation		04/09/2008	CORPORATION: CALIFORNIA
Hanover Accessories, LLC		04/09/2008	LIMITED LIABILITY COMPANY: DELAWARE
Plymouth International, LLC		04/09/2008	LIMITED LIABILITY COMPANY: DELAWARE
Courage International, Inc.		04/09/2008	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Siemens First Capital Commercial Finance, LLC
Street Address:	700 South Flower St., Ste. 2325
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	FCC, LCC D/B/A First Capital Western Region, LLC
Street Address:	700 South Flower St., Ste. 2325
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	1687833	ULTRA PRO
Registration Number:	1696941	ULTRA PRO PLATINUM
Registration Number:	1760673	REMBRANDT
Registration Number:	1766700	STOR SAFE

900117197

TRADEMARK  
REEL: 003861 FRAME: 0044

CH \$1340.00 1687833

Registration Number:	1772960	ULTRA PRO
Registration Number:	1857678	ULTRA PRO
Registration Number:	2143827	
Registration Number:	2168671	DECK PROTECTOR
Registration Number:	2526097	MULTI-VIEW
Registration Number:	2482191	DECK BOX
Registration Number:	2605702	BRIK FOR THIK
Registration Number:	2747994	THE STANDARD IN SAFE STORAGE
Registration Number:	2938691	DECK VAULT
Registration Number:	2922483	E-LOCK
Registration Number:	3096005	LET'S DUEL!
Registration Number:	3098884	SATIN
Registration Number:	3108071	DIAMOND CORNER BOX
Registration Number:	3145043	97% COMPLETE
Registration Number:	2906541	7GYPSIES
Registration Number:	3289899	ONE-TOUCH
Registration Number:	1769272	GUM BALLS
Registration Number:	2278680	HANOVER ACCESSORIES
Registration Number:	1540416	HYPORIFIC
Registration Number:	2700544	IMPAWSTERS
Registration Number:	1709931	L.J. KIDS & CO.
Registration Number:	2156532	
Registration Number:	2689109	THE GREAT PRETENDEARS
Registration Number:	2174569	PRETENDEARS
Registration Number:	1112692	ROSECRAFT
Registration Number:	2280296	STAR STRUCK
Registration Number:	2701085	STAR STRUCK PRINCESS
Registration Number:	2755150	STICKY STONE
Registration Number:	1675001	STICKY STONES
Registration Number:	2756294	THE GREAT PRETENDEARS FOR PARTY PALS
Registration Number:	2687158	CONFETTI NAMZ
Registration Number:	2776033	MIRRORED REFLECTIONS
Registration Number:	2571174	MIRRORED REFLECTIONS
Registration Number:	3011858	MOCCASIN BABIES
Registration Number:	3004808	MOCCASIN BABIES

Registration Number:	2694044	STICK N' STAMP
Registration Number:	3040877	KOOKY KLICKERS
Registration Number:	3321172	THE KOOKY'S
Registration Number:	3280516	THE KOOKYS
Serial Number:	77466232	COLLECTIONS BY 7 GYPSIES
Serial Number:	77037887	BLOOM BROTHERS
Serial Number:	78958574	FASHIONABLY ME
Serial Number:	78958578	PERSONALLY ME
Serial Number:	75674274	C O U R A G E
Serial Number:	78812643	KOOKY
Serial Number:	78812652	KOOKY
Serial Number:	78684143	THE KOOKYS
Serial Number:	78684137	THE KOOKYS
Serial Number:	78684146	THE KOOKYS

#### CORRESPONDENCE DATA

Fax Number: (949)720-0182

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

Phone: 949-224-6282

Email: trademark@buchalter.com

Correspondent Name: Sandra P. Thompson

Address Line 1: 18400 Von Karman Avenue, Suite 800

Address Line 4: Irvine, CALIFORNIA 92612-0514

ATTORNEY DOCKET NUMBER:	F0030.0070
NAME OF SUBMITTER:	Sandra P. Thompson
Signature:	/Sandra P. Thompson/
Date:	09/29/2008

Total Attachments: 28

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**AMENDED AND RESTATED  
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Amended and Restated Patent and Trademark Security Agreement (this "Agreement"), dated as of April 9, 2008, is made by and among **ULTRA PRO CORPORATION**, a California corporation ("Ultra Pro"), **HANOVER ACCESSORIES, LLC**, a Delaware limited liability company ("Hanover"), **PLYMOUTH INTERNATIONAL, LLC**, a Delaware limited liability company ("Plymouth"), **COURAGE INTERNATIONAL, INC.**, a Delaware corporation ("Courage International"); and together with Ultra Pro, Hanover, and Plymouth, individually and collectively, as appropriate, "Borrower", **SIEMENS FIRST CAPITAL COMMERCIAL FINANCE, LLC** ("SFCCF"), as administrative agent and a lender, and **FCC, LLC D/B/A FIRST CAPITAL WESTERN REGION, LLC** ("FCC"), as a lender.

Recitals

Borrowers and Lenders are parties to that certain Amended and Restated Loan and Security Agreement dated April 9, 2008 (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which Lenders may now or hereafter extend credit to or for the account of Borrowers.

Certain of the entities that comprise Borrowers and certain Lenders are parties to that certain Patent and Trademark Security Agreement dated as of July 19, 2007 (the "Original Agreement"), and as a condition to Lenders continuing to extend credit to or for the account of Borrowers, Borrowers Agent and Lenders have agreed to amend and restate the Original Agreement.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document which each Borrower may now or at any time hereafter owe to Lenders, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement).

"Patents" means all of each Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each of the foregoing items, and including without limitation the right to sue for past infringement and

damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of each Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each of the foregoing items, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Each Borrower hereby irrevocably grants to Agent on behalf of Lenders a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Each Borrower represents, warrants and agrees as follows:

(a) Patents. **Exhibit A** accurately lists all Patents owned or controlled by such Borrower as of the date hereof, or to which such Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, such Borrower owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then such Borrower shall within 30 days provide written notice of such fact to Agent and the Administrative Borrower shall within such 30 day period deliver to Agent with a replacement **Exhibit A**, which upon acceptance by Agent shall become part of this Agreement.

(b) Trademarks. **Exhibit B** accurately lists all Trademarks owned or controlled by such Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Borrower's or any Affiliate's business(es). If after the date hereof, such Borrower owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to Borrower's or any Affiliate's business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to

the Trademarks, then such Borrower shall promptly provide written notice of such fact to Agent and the Administrative Borrower shall within such 30 day period deliver to Agent with a replacement **Exhibit B**, which upon acceptance by Agent shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate of such Borrower owns, controls, or has a right to have assigned to it any items that would, if such item were owned by such Borrower, constitute Patents or Trademarks. If after the date hereof any Affiliate of such Borrower owns, controls, or has a right to have assigned to it any such items, such Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to such Borrower; or (ii) notify Agent of such item(s) and cause such Affiliate to execute and deliver to Agent a patent and trademark security agreement substantially in the form of this Agreement.

(d) **Title.** The Borrower identified as the owner of each Patent and Trademark on **Exhibits A and B** has absolute title to each Patent and each Trademark listed thereon, free and clear of all Liens except Permitted Liens. Such Borrower (i) will have, at the time such Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** No Borrower will assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Agent's prior written consent.

(f) **Defense.** Each Borrower will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** Each Borrower will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Each Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Agent: (i) sufficient written notice, of at least 30 days, to allow Lenders to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Agent's and Lenders' Right to Take Action.** If any Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Agent gives

Administrative Borrower written notice thereof (or, in the case of the agreements contained in subsections (g) and/or (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if any Borrower notifies Agent that they intend to abandon a Patent or Trademark, Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Agent's option, in Agent's own name) and may (but need not) take any and all other actions which Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrowers shall pay Agent or Lenders on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Agent or Lenders in connection with or as a result of Agent's taking action under this Agreement, together with interest thereon from the date expended or incurred by Agent or Lenders at the default rate of interest provided for in the Loan Agreement.

(j) **Power of Attorney.** To facilitate Agent's taking action under subsections (g) and/or (h) and exercising its rights under Section 6, each Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Agent, or its delegate, as the attorney-in-fact of such Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Borrower under this Section 3, or, necessary for Agent, after a Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Borrowers hereby ratify all that Agent as their attorney-in-fact shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Borrowers' Use of the Patents and Trademarks.** Each Borrower shall be permitted to control and manage such Borrower's Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. **Defaults.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "Default"): (a) a Default, as defined in the Loan Agreement, shall occur; or (b) any Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.



6. Remedies. While a Default exists, Agent may, at its option, take any or all of the following actions:

(a) Agent may exercise any or all remedies available under the Loan Agreement.

(b) Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Agent may enforce the Patents and Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

7. Entire Agreement. This Agreement embodies the entire agreement and understanding between Agent, Lender and Borrowers and supersedes all prior agreements (including the Original Agreement) and understandings relating to the subject matter hereof.

8. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Agent. A waiver signed by Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's or Lenders' rights or remedies. All rights and remedies of Agent and Lenders shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other right or remedy. All notices to be given to Borrowers under this Agreement shall be given to Administrative Borrower in the manner and with the effect provided in the Loan Agreement. Agent shall not be obligated to preserve any rights any Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrowers, Agent and Lenders and each of their respective participants, successors and assigns and shall take effect when signed by Borrowers and delivered to Agent, and each Borrower waives notice of Lenders' acceptance hereof. Agent and Lenders may execute this Agreement if appropriate for the purpose of filing, but the failure of Agent or Lenders to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A photographic or other reproduction of this Agreement or of any financing statement authorized by the Borrowers shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

9. Joint and Several Liability. Borrowers are jointly and severally liable to Agent and Lenders for all Obligations arising under this Agreement.

10. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AGENT, BORROWERS AND LENDERS HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, THE OBLIGATIONS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR ANY PARTY'S ACTIONS IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. AGENT, EACH BORROWER AND EACH LENDER ACKNOWLEDGES THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.

11. Judicial Reference.

(i) The parties prefer that any dispute between them be resolved in litigation subject to a Jury Trial Waiver as set forth in **Section 10** herein, but the California Supreme Court has held that such pre-dispute jury trial waivers are unenforceable. This Section will be applicable until: (i) the California Supreme Court holds that a pre-dispute jury trial waiver provision similar to that contained in **Section 10** herein is valid or enforceable; or (ii) the California Legislature passes legislation and the governor of the State of California signs into law a statute authorizing pre-dispute jury trial waivers and as a result such waivers become enforceable.

(ii) Other than the exercise of provisional remedies (any of which may be initiated pursuant to applicable law), any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Venue for the reference proceeding will be in the Superior Court or Federal District Court in Los Angeles County, California (the "Court").

(iii) The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an *ex parte* or expedited basis, and the parties agree that irreparable harm would result if *ex parte* relief is not granted. The referee shall be appointed to sit with all the powers provided by law. Pending appointment of the referee, the Court has power to issue temporary or provisional remedies.

(iv) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (a) set the matter for a status and trial-setting

conference within forty-five (45) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (c) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

(v) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon ten (10) days written notice, and all other discovery shall be responded to within twenty (20) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(vi) Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(vii) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision pursuant to CCP Section 644 the referee's decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court. The final judgment or order or from any appealable decision or order entered by the referee shall be fully appealable as provided by law. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(viii) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act Section 1280 through Section 1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY DISPUTE BETWEEN THEM WHICH ARISES OUT OF OR IS RELATED TO THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have executed this Amended and Restated Patent and Trademark Security Agreement as of the date first written above.

**ULTRA PRO CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HANOVER ACCESSORIES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PLYMOUTH INTERNATIONAL, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COURAGE INTERNATIONAL, INC.**

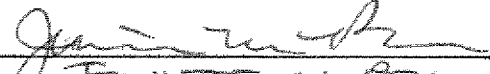
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SIEMENS FIRST CAPITAL COMMERCIAL  
FINANCE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FCC, LLC, a Florida limited liability company  
doing business as FIRST CAPITAL WESTERN  
REGION, LLC

By:   
Name: FANNETTE M. BEHM  
Title: VICE PRESIDENT

S-2  
(Amended and Restated  
Patent and Trademark Security Agreement)

F0030.0070 BN 1887981v5

TRADEMARK  
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STATE OF CALIFORNIA )

COUNTY OF Los Angeles )

On August 26, 2008, before me, Veronica Cantero Notary Public  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

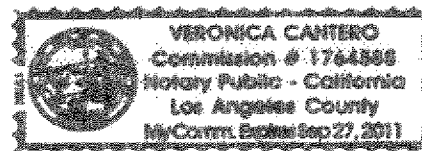
personally appeared Jeanette Behm  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

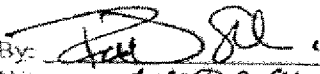
Signature Veronica Cantero (Seal)




Acknowledgment  
(Amended and Restated  
Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Patent and Trademark Security Agreement as of the date first written above.

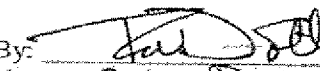
ULTRA PRO CORPORATION

By:   
Name: Robert D. Sussman  
Title: CEO


HANOVER ACCESSORIES, LLC

By:   
Name: Robert D. Sussman  
Title: CEO

PLYMOUTH INTERNATIONAL, LLC

By:   
Name: Robert D. Sussman  
Title: CEO

COURAGE INTERNATIONAL, INC.

By:   
Name: Robert D. Sussman  
Title: CEO

SIEMENS FIRST CAPITAL COMMERCIAL  
FINANCE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A  
UNITED STATES ISSUED PATENTS**

**ULTRA PRO**

Title	Patent Number	Issue Date
Photo Wallet or Similar Article	D317,675	6/25/1991
Photo Finisher Wallet	4,958,855	9/25/1990
Reinforced Pocket Structure for Thermo-Adhesive Materials	4,978,055	12/18/1990
Thermocontact Welding Method and Apparatus, and Welded Product	5,266,150	11/30/1993
Apparatus for Holding Photo Albums and Method	5,360,234	11/1/1994
Protective Holders for Disks	5,595,797	1/21/1997
Thermocontact Welding Method and Welded Product	5,312,507	5/17/1994
Album Page for Displaying Disks	D353,837	12/27/1994
Protective Holders for Disks	5,595,798	1/21/1997
Wallet for Containing a Compact Disc, and Fabrication Method	5,595,293	1/21/1997
Case for the Holding and Dispensing of Cards	D381,703	7/29/1997
Device for Containing a Compact Disc	5,657,867	8/19/1997
Method for Fabricating Photo Albums	6,145,882	11/14/2000
Sleeves and Album Pages for Flat Items	6,796,426	9/28/2004
Pouch for a Collectible Card Protector	D 477,135	7/15/2003
Box for Containing Collectible Cards	D535,102	1/16/2007
Card Holder	D 546,400	07/10/07

EXHIBIT A

P0030.0070 BN 1887981v5

**TRADEMARK  
REEL: 003861 FRAME: 0060**

HANOVER

Title	Patent Number	Issue Date
Name stamper	D 393,481	04/14/1998
Christmas ornament	D 413,545	09/07/1999
Christmas ornament	D 415,714	10/26/1999
Decorative ruler	D 422,517	04/11/2000
Christmas ornament	D 461,428	08/13/2002
Christmas ornament	D 473,485	04/22/2003
Scissor holder with built in pencil sharpener	D 494,624	08/17/2004
Christmas ornament	D 497,568	10/26/2004
Scissor holder with built in pencil sharpener	D 497,646	10/26/2004
Christmas ornament	D 497,830	11/02/2004

PLYMOUTH

(none)

COURAGE INTERNATIONAL

(none)

## UNITED STATES PATENT APPLICATIONS

### ULTRA PRO

Title	Serial Number	Filing Date
Display Holders for Flat Items	10/662632	9/15/2003
Sleeves and Album Pages for Flat Items	10/897505	7/22/2004
Card Holder	D 546,400	07/10/07

### HANOVER

(none)

### PLYMOUTH

(none)

### COURAGE INTERNATIONAL

(none)

**EXHIBIT B**  
**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS**  
**AND COLLECTIVE MEMBERSHIP MARKS**

**ULTRA PRO**

**REGISTRATIONS**

Mark	Registration Number	Registration Date
ULTRA PRO and Design	1,687,833	5/19/1992
ULTRA PRO PLATINUM	1,696,941	6/23/1992
REMBRANDT and Design	1,760,673	3/23/1993
STOR SAFE	1,766,700	4/20/1993
ULTRA PRO	1,772,960	5/25/1993
ULTRA PRO	1,857,678	10/11/1994
MISCELLANEOUS DESIGN (metallic foil hologram)	2,143,827	3/17/1998
DECK PROTECTOR	2,168,671	6/23/1998
MULTI-VIEW	2,526,097	1/1/2002
DECK BOX	2,482,191	8/28/2001
BRIK FOR THIK	2,605,702	8/6/2002
THE STANDARD IN SAFE STORAGE	2,747,994	8/5/2003
DECK VAULT	2,938,691	4/5/2005
E-LOCK	2,922,483	2/1/2005
LET'S DUEL!	3,096,005	5/23/2006
SATIN	3,098,884	5/30/2006
DIAMOND CORNER BOX	3,108,071	6/20/2006
97% COMPLETE	3,145,043	9/19/2006

Mark	Registration Number	Registration Date
7GYPSIES	2,906,541	11/30/2004
ONE-TOUCH	3,289,899	09/11/2007

**HANOVER**

**REGISTRATIONS**

Mark	Registration Number	Registration Date
GUM BALLS	1,769,272	05/04/1993
HANOVER ACCESSORIES	2,278,680	01/08/2006
HYPORIFIC	1,540,416	05/23/1989
IMPAWSTERS	2,700,544	03/25/2003
L.J. KIDS & Co (Stylized)	1,709,931	08/25/1992
Little girl design	2,156,532	05/12/1998
PRETENDEARS	2,689,109	02/18/2003
PRETENDEARS	2,174,569	07/21/1998
ROSECRAFT	1,112,692	02/06/1979
STAR STRUCK	2,280,296	09/28/1999
STAR STRUCK PRINCESS	2,701,085	03/25/2003
STICKY STONE	2,755,150	08/26/2003
STICKY STONES (Stylized)	1,675,001	09/21/1999
THE GREAT PRETENDEARS FOR PARTY PALS	2,756,294	08/26/2003
CONFETTI NAMZ	2,687,158	02/11/2003

Mark	Registration Number	Registration Date
MIRRORED REFLECTIONS	2,776,033	10/21/2003
MIRRORED REFLECTIONS & Design	2,571,174	05/21/2002
MOCCASIN BABIES	3,011,858	11/01/2005
MOCCASIN BABIES (Stylized)	3,004,808	10/04/2005
STICK N' STAMP	2,694,044	03/04/2003

PLYMOUTH  
(none)

COURAGE INTERNATIONAL

Mark	Registration Number	Registration Date
KOOKY KLICKERS	3,040,877	01/10/06
THE KOOKY'S	3,321,172	10/23/07
THE KOOKYS	3,280,516	08/14/07

#### APPLICATIONS

#### ULTRA PRO

Mark	Serial Number	Filing Date
COLLECTIONS BY 7 GYPSIES	77/466,232	05/05/2008

HANOVER

Mark	Serial Number	Filing Date
BLOOM BROTHERS	77/037,887	11/06/2006
FASHIONABLY ME	78/958,574	08/23/2006
PERSONALLY ME	78/958,578	08/23/2006

PLYMOUTH

(none)

# COURAGE INTERNATIONAL

Mark	Serial Number	Filing Date
COURAGE	75/674,274	04/05/99
THE KOOKY'S	78/812,643	02/10/06
THE KOOKY'S	78/812,652	02/10/06
THE KOOKYS	78/684,143	08/02/05
THE KOOKYS	78/684,137	08/02/05
THE KOOKYS	78/684,146	08/02/05

## FOREIGN ISSUED TRADEMARKS

### ULTRA PRO

Mark	Country	Registration Number
ULTRA PRO	Australia	613,817
ULTRA PRO	Benelux	581,954
ULTRA PRO	Brazil	820824321
ULTRA PRO	Denmark	VR01.506 1997
ULTRA PRO	Finland	140,610
ULTRA PRO	France	95,589,333
ULTRA PRO	Germany	2,906,854
ULTRA PRO	Greece	132,285
ULTRA PRO	Hong Kong	B7447/96(A-D)
ULTRA PRO	Indonesia	402,591



Mark	Country	Registration Number
ULTRA PRO	Italy	754,908
ULTRA PRO	Japan	4,331,792
ULTRA PRO	Japan	4,331,793
ULTRA PRO	New Zealand	231,037
ULTRA PRO	Peru	048613
ULTRA PRO	Peru	048612
ULTRA PRO	People's Republic China	of 1,240,404
ULTRA PRO	South Africa	95/12604
ULTRA PRO	Singapore	T95/08817G
ULTRA PRO	Spain	2,074,678
ULTRA PRO	Sweden	312,311
ULTRA PRO	Taiwan	678,007
ULTRA PRO	Taiwan	678,122
ULTRA PRO	United Kingdom	B1,569,146
ULTRA SAFE	Canada	436,764
ULTRA PRO	Canada	433,614

HANOVER  
FOREIGN ISSUED TRADEMARKS

ULTRA PRO

Mark	Country	Registration Number
THE GREAT PRETENDEARS	Canada	620,055
THE GREAT PRETENDEARS	European Community	2,829,182
THE GREAT PRETENDEARS	Germany	30 113 686
THE GREAT PRETENDEARS	United Kingdom	2,263,103

PLYMOUTH  
(none)

COURAGE INTERNATIONAL  
(none)

FOREIGN PENDING TRADEMARKS

ULTRA PRO  
(none)

HANOVER

Mark	Country	Application Number
FASHIONABLY ME	Canada	1315841
PERSONALLY ME	Canada	1315842

PLYMOUTH

(none)

COURAGE INTERNATIONAL

(none)

COLLECTIVE MEMBERSHIP MARKS

ULTRA PRO

(none)

HANOVER

(none)

PLYMOUTH

(none)

COURAGE INTERNATIONAL

(none)

UNREGISTERED MARKS

ULTRA PRO

(none)

HANOVER

(none)

PLYMOUTH

(none)

COURAGE INTERNATIONAL

(none)