

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
Ryko Manufacturing Co.		03/02/2009	CORPORATION: IOWA

RECEIVING PARTY DATA

Name:	National City Bank
Street Address:	1 N. Franklin Street
Internal Address:	Susan B. Kruesi, Locator 50-C-L01-25
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	73768103	CODE-A-WASH
Serial Number:	75277814	FOAMBRITE
Serial Number:	74174437	RYKO
Serial Number:	78951990	RYKO
Serial Number:	73450220	RYKO
Serial Number:	77468432	SOFTGLOSS MAXX
Serial Number:	75277823	SOFTGLOSS XS
Serial Number:	77171090	TRIO
Serial Number:	74199539	GATOR GLO
Serial Number:	75679116	SELECT-A-WASH
Serial Number:	73176835	RYKO
Serial Number:	73176834	RYKO

CORRESPONDENCE DATA

900131646

**TRADEMARK
 REEL: 003970 FRAME: 0070**

CH \$315.00 73768103

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	958672
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	04/14/2009

Total Attachments: 4
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**REAFFIRMATION AND AMENDMENT OF COLLATERAL ASSIGNMENT OF
TRADEMARKS AND SECURITY AGREEMENT**

This agreement (the "**Agreement**") is entered into as of the 2nd day of March, 2009, by and between NATIONAL CITY BANK; a national banking association, f/k/a National City Bank of the Midwest, in its capacity as "Collateral Agent" and "Secured Creditor" (as defined in the Trademark Security Agreement (hereafter defined)) (collectively, the "**Secured Creditor**") and RYKO MANUFACTURING CO., an Iowa corporation ("**Assignor**").

RECITALS:

WHEREAS, Assignor, Enterprises, Holdings, International, and Hoss Power (collectively, Assignor, Enterprises, Holdings, International and Hoss Power shall be referred to herein as the "**Borrowers**") entered into that certain Credit Agreement dated as of March 31, 2005 (the "**Original Credit Agreement**") with Secured Creditor, as administrative agent and collateral agent ("**Agent**"), and other lenders identified therein (collectively, "**Lenders**");

WHEREAS, the obligations of the Borrowers pursuant to the Original Credit Agreement were secured by, among other things, that certain Collateral Assignment of Trademarks and Security Agreement made, executed, and delivered by Assignor to and in favor of Secured Creditor dated as of March 31, 2005 (the "**Trademark Security Agreement**");

WHEREAS, the Original Credit Agreement has been amended and restated by that certain Amended and Restated Credit Agreement dated as of March 8, 2006, and executed by Borrowers, Foreign Borrower, and Secured Creditor (the "**Amended Credit Agreement**"), which Amended Credit Agreement has been amended and restated pursuant to, *inter alia*, that certain Second Amended and Restated Credit Agreement dated as of December 28, 2008, executed by the Borrowers, Foreign Borrower, and Secured Creditor (the "**Credit Agreement**"), and which Credit Agreement has been amended pursuant to the terms of that certain Forbearance and Modification Agreement dated as of the date hereof, executed by the Borrowers, Foreign Borrower, Secured Creditor, and Ryko France (the "**Forbearance Agreement**"); and

WHEREAS, in connection with, and pursuant to, the terms of the Forbearance Agreement and the Trademark Security Agreement, Assignor is to amend and reaffirm the terms of the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the performance of all covenants and agreements herein contained and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid, Assignor and Secured Creditor hereby agree as follows:

1. The recitals hereinbefore set forth constitute an integral part of this Agreement, evidencing the intent of the parties in executing this Agreement and describing the circumstances surrounding its execution. Accordingly, said recitals are, by express reference, made a part of the covenants hereof, and this Agreement shall be construed in the light thereof.

2. All terms not defined herein shall have the same meaning set forth in the Forbearance Agreement.

3. The liens and security instruments created and existing by virtue of the Trademark Security Agreement in and to the "Collateral" (as defined in the Trademark Security Agreement) are hereby ratified, renewed, amended and extended pursuant to this Agreement to secure payment of the Indebtedness. All rights, remedies, titles, liens, security interests and equities evidenced by the Trademark Security Agreement are hereby acknowledged by the Assignor to be valid and subsisting and are hereby reinstated, ratified, recognized, renewed, extended and continued in full force and effect for all purposes, including without limitation, to secure payment of the Indebtedness.

4. The Trademark Security Agreement secures the full and timely payment of the Indebtedness including, among other things, the Revolving Note in the original principal amount of \$16,500,000, the Term Note in the original principal amount of \$13,000,000, the obligations arising under the Interest Rate Swap Agreement and Commercial Card Agreement, the costs, fees, and other charges under the Loan Documents, and the obligation to pay interest on the unpaid principal balances of the Notes at the variable rates of interest provided or referenced in the Forbearance Agreement.

5. The Collateral set forth on Schedule A to the Trademark Security Agreement is hereby amended and superseded by the Schedule A that is attached to and made a part hereof by express reference.

6. Except as herein set forth, the Trademark Security Agreement is unmodified and in full force and effect and may not be further modified other than by an agreement in writing signed by the Assignor and the Secured Creditor.

7. No reference to this Agreement need be made in any instrument or in any document at any time referring to the Trademark Security Agreement, and any reference in any such instrument or document is to be deemed a reference to the Trademark Security Agreement as amended hereby.

8. This Agreement may be executed in multiple counterparts, each of which when taken together shall be deemed an original, but all of which when taken together, shall constitute a single instrument. An electronically or facsimile transmitted signature to this Agreement shall be treated as an original.

ASSIGNOR:

RYKO MANUFACTURING CO.,
an Iowa corporation

By *James Wilson*
Its President

SECURED CREDITOR:

NATIONAL CITY BANK,
a national banking association

By *Susan B. Kinski*
Its VICE PRESIDENT

82106

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Schedule A
to
Collateral Assignment of
Trademarks
and Security Agreement

TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.
ON RECORD WITH
THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademarks	Serial No.
CODE-A-WASH	73-768103
FOAMBRITE	75-277814
RYKO	74-174437
RYKO (and Design)	78-951990
RYKO (and Design)	73-450220
SOFTGLOSS MAXX	77-468432
SOFTGLOSS XS	75-277823
TRIO	77-171090
GATOR GLO	74-199539
SELECT-A-WASH	75-679116
RYKO	73-176835
RYKO (and Design)	73-176834

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