

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
Development Solutions Global, Inc.		11/09/2009	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Quadriga Art, LLC		
Street Address:	30 East 33rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2420281	CATHOLIC DIRECT	
Registration Number:	2220975	CHRISTIAN INSPIRATIONS	
Serial Number:	77380286	STUDIO Q CREATIONS	
CORRESPONDENCE DATA			
Fax Number:	(603)625-5650		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(603) 628-1311		
Email:	mark.wright@mclane.com		
Correspondent Name:	Mark A. Wright		
Address Line 1:	900 Elm Street, PO Box 326		
Address Line 4:	Manchester, NEW HAMPSHIRE 03105-0326		
NAME OF SUBMITTER:	Mark A. Wright		
Signature:	/Mark A. Wright/		

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**TRADEMARK
 REEL: 004135 FRAME: 0693**

Date:

01/20/2010

Total Attachments: 7

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement") is made this 9th day of November, 2009, by and between Development Solutions Global, Inc., a Pennsylvania corporation with its principal place of business at 217 Mill Pond Drive, Exton, Pennsylvania, 19341 (the "Debtor") and Quadriga Art, LLC, a Delaware limited liability company having a place of business at 30 E. 33rd Street, New York, New York, 10016 (the "Secured Party").

WHEREAS, Debtor and Secured Party have entered into that certain Asset Purchase Agreement dated ~~October~~ November 9th, 2009 (the "APA"), pursuant to which the Secured Party has sold certain assets to Debtor.

WHEREAS, Debtor has executed and delivered to Secured Party a promissory note, bearing even date herewith (the "Note").

WHEREAS, Secured Party desires to secure (1) the Debtor's payment of all amounts due under the Note and pursuant to Section 6.1 of the APA and (2) the Debtor's performance of all of its obligations under the Note and the APA (the "Obligations") by taking a security interest in Debtor's property.

NOW, THEREFORE, intending to be legally bound by this Agreement, Debtor and Secured Party mutually covenant and agree as follows:

1. *Security Interest.* As security for the Secured Obligations (as defined in this Section 1, below), the Debtor hereby grants and conveys to Secured Party a continuing security interest in and lien upon Debtor's entire right, title and interest in and to all Collateral (as defined in Section 2, below), now owned or hereafter acquired or arising in connection with the conduct of the Debtor's business, together with any and all additions thereto and replacements therefor and proceeds and products thereof, all in accordance with the provisions of the Uniform Commercial Code as enacted in the Commonwealth of Pennsylvania (the "UCC"). Such security interest is granted as security for the payment of all amounts due by the Debtor to Secured Party under the Note and Debtor's performance of all of its obligations under the Note. The security interest hereby granted shall secure the payment and collection of the Obligations or so much thereof as is outstanding from time to time, together with and any applicable costs, fees, attorneys' fees, or charges, to the Secured Party (each a "Secured Obligation" and collectively, the "Secured Obligations"). This Agreement and the security interest granted hereby shall terminate automatically upon Debtor's full satisfaction of the Secured Obligations, and upon such termination, Secured Party shall promptly take whatever actions and make whatever filings necessary, at its expense, to remove liens and otherwise fully release its interest in the Collateral.

2. *Collateral.* For purposes of this Agreement, "Collateral" is defined to include the assets described on **Exhibit A** (which exhibit is incorporated herein by reference), now or

hereafter acquired, wherever located, together with any substitutions therefore and proceeds therefrom.

3. *Debtor's Warranties, Representations and Covenants.* The Debtor represents and warrants to Secured Party and covenants that:

(a) Except for the security interest herein granted, Debtor is the owner of the Collateral free from any adverse lien, security interest or any other encumbrance;

(b) The exact legal name of Debtor is set forth in the first paragraph of this Agreement and Debtor shall not change its legal name without giving secured party thirty (30) day's prior written notice thereof;

(c) The state of incorporation of the Debtor is Pennsylvania. Debtor shall not change the state of its incorporation or formation without giving Secured Party thirty (30) day's prior written notice thereof;

(d) The Collateral is, and has been, kept at Debtor's principal place of business as set forth in the first paragraph of this Agreement;

(e) Except for sale in the ordinary course of Debtor's business, Debtor will promptly notify Secured Party in writing if there is any change in the status or physical condition of any Collateral;

(f) Debtor will not sell, license, sublicense, exchange, lease, rent or otherwise dispose of any of the Collateral or of any Debtor's rights therein, other than in the ordinary course of Debtor's business, without the prior written consent of Secured Party; provided, however, that Debtor may license or sublicense the trademark and/or service mark rights described in Exhibit A only in the ordinary course of business and only on a non-exclusive basis, and only to the extent of Debtor's rights and subject to Secured Party's security interest and Debtor's obligations under the Agreement, the Note and the APA.

(g) Debtor will care for and preserve the Collateral in good condition and repair at all times and will pay the cost of repairs to and maintenance and preservation of the Collateral and will not permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Agreement;

(h) Until the occurrence of an Event of Default, as defined in Section 6, below, Debtor may use the Collateral in any lawful manner not inconsistent with the agreements herein or with the terms and conditions of any policy of insurance thereon;

(i) No Event of Default has occurred and no event has occurred which, with the passage of time or the giving of notice, or both, could be an Event of Default hereunder;

(j) Debtor will notify the Secured Party in writing prior to beginning to engage in business in any corporate or fictitious name other than its present corporate name;

(k) Debtor will not use the Collateral in violation of any federal, state or local statute or ordinance;

(l) Debtor will comply with each covenant set forth in the Note;

(m) The Collateral has a minimum value of One Million Five Hundred Thousand Dollars; and

(n) Debtor will not grant a security interest in any of the Collateral to any other person and shall not enter into any agreement or take any action that is inconsistent with any of Debtor's obligations under the APA, the Note or this Agreement without Secured party's prior written consent. Notwithstanding the foregoing, Debtor shall be permitted to grant to any lender a security interest in any of Debtor's inventory acquired after the date of this Agreement, provided that, at the time of such grant, (i) Debtor is not in default under the APA, Note or this Agreement and (ii) Debtor provides written notice of such grant to Secured Party.

4. *Authority to File Financing Statements.* The Debtor authorizes and ratifies the Secured Party's filing of unexecuted financing statements to perfect the security interests granted hereby both prior to and after the execution of this Agreement as the Secured Party may find necessary or desirable and Debtor shall also give, execute, deliver and file or record in the proper governmental offices, any instrument, paper or document, including, but not limited to, one or more financing statements under the Uniform Commercial Code, reasonably satisfactory to the Secured Party, or take any action which the Secured Party may deem necessary or desirable in order to create, preserve, perfect, record, extend, continue, modify, terminate or otherwise effect any security interest granted pursuant hereto, or to enable the Secured Party to exercise or enforce any of his rights hereunder.

5. *Use of Collateral; Casualty.* Until the occurrence of an Event of Default, Debtor may sell and use the Collateral in the ordinary course of its business, consistent with past practices, and accept the return of and repossess goods constituting the Collateral.

6. *Event of Default.* The occurrence of any one or more of the following will be an "Event of Default" hereunder:

(a) The failure of Debtor at any time to observe or perform any of its warranties, representations, covenants or other agreements or obligations contained in this Agreement, the Note or the APA;

(b) The misrepresentation of any representation or warranty herein or in connection with the Note or the APA;

(c) Debtor's default under the terms of the Note or the APA;

(d) The subjection of the Collateral or any rights therein to or the threat of any judicial process, condemnation or forfeiture proceedings;

(e) The insolvency of Debtor, the commencement of a voluntary or involuntary case in bankruptcy against Debtor, the consenting of Debtor to the appointment of a receiver or trustee of any of its property or any part thereof, or the entry of any order of relief against Debtor in any case.

7. *Secured Party's Rights and Remedies.* Upon or after the occurrence of any Event of Default, Secured Party may do any or all of the following, all of which rights and remedies shall be cumulative and any and all of which may be exercised from time to time and as often as Secured Party shall deem necessary or desirable:

(a) Secured Party may declare the Secured Obligations, or any of them, to be immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived;

(b) Exercise any and all rights, privileges and remedies available to Secured Party under this Agreement, the Note, the APA, and under the UCC, or any other applicable law;

(c) Cure any default in any reasonable manner and add the cost of any such cure to the amount due under the Note and accrue interest thereon at the rate then being charged by Secured Party under the Note;

(d) Upon ten (10) days prior written notice to Debtor, which notice Debtor acknowledges is sufficient, proper and commercially reasonable, Secured Party may sell, lease or otherwise dispose of the Collateral, at any time and from time to time, in whole or in part, at public or private sale, without advertisement or notice of sale, all of which are hereby waived, and apply the proceeds of any such sale:

(i) first, to the expenses of Secured Party in preparing the Collateral for sale, selling and the like, including without limitation reasonable attorneys' fees and expenses incurred by Secured Party (including fees and expenses of any litigation incident to any of the foregoing);

(ii) second, to the payment in full of all sums owing to Secured Party under the Note and the satisfaction of all of the Debtor's obligations under the Note; and

(iii) any excess shall be paid to Debtor.

The waiver of any Event of Default, or Secured Party's failure to exercise any right or remedy hereunder, shall not be deemed a waiver of any subsequent Event of Default or of the right to exercise that or any other right or remedy available to Secured Party.

8. *Attorney-in-Fact.* Upon an Event of Default, the Secured Party shall be hereby appointed the attorney-in-fact, with full power of substitution, of the Debtor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instruments (including, without limitation, financing or continuation statements, conveyances, assignments, and transfers) which the Secured Party may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is coupled with an interest and is irrevocable. The Debtor shall indemnify and hold harmless the Secured Party from and against any liability or damage, which it may incur in the exercise and performance, in good faith, of the Secured Party's powers and duties as such attorney-in-fact.

9. *Miscellaneous.*

(a) *Amendments; Entire Agreement.* This Agreement is subject to modification only by a writing signed by the parties. To the extent that any provision of this Agreement conflicts with any provision of the Note or the APA, the provision giving Secured Party greater rights or remedies shall govern, it being understood and acknowledged that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party, under the Note and the APA. This Agreement, the Note, and the APA comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

(b) *Rights Are Cumulative.* All of Secured Party's rights and remedies with respect to the Collateral whether established by this Agreement, the APA, the Note, or by law, shall be cumulative and may be exercised concurrently or in any order.

(c) *Successors.* The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective endorsers, successors and permitted assigns of the parties; provided, however, the Debtor may not transfer any of the Collateral or any rights or obligations hereunder without the prior written consent of Secured Party, except as expressly permitted hereby.

(d) *Survival.* All representations, warranties and covenants of Debtor contained in this Agreement will survive the execution and delivery of this Agreement until the Note is paid in full and the security interest terminates.

(e) *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(f) *Severability.* If any term or provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision hereof, but this Agreement will be construed as if such invalid

Exhibit A

Description of Collateral

1. All of Debtor's rights in and to the trademarks and/or service marks "CHRISTIAN INSPIRATIONS," "STUDIO Q CREATIONS (and Design)," "EXPRESSIONS GREETINGS," and "CHRISTIAN DIRECT," including any present or future trademark and/or service mark applications and registrations therefor.

2. All of Debtor's rights in and to the trademark/service mark registrations listed below.

<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
CATHOLIC DIRECT	2,420,281	1/9/2001
CHRISTIAN INSPIRATIONS	2,220,975	1/26/1999

3. All of Debtor's rights in and to the trademark application listed below.

<u>Mark</u>	<u>Application No.</u>	<u>Date Filed</u>
STUDIO Q CREATIONS (and Design)	77/380,286	1/25/2008

4. All catalogs, sales and marketing materials, used in connection with the business of the Debtor;

5. All finished product and inventory as listed in Exhibit "A" to the APA.

6. Information related to customers including, but not limited to, customer lists related to the business of the Debtor, any amounts due from customers of the business and any historical sales information related to the customers of the business.

7. Specific computer equipment as listed in Exhibit "B" to the APA.

8. All accounts receivable of the Debtor.