

03-11-2010



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To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Ghost Acquisition, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other North Carolina limited liability company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: SunTrust Bank
Internal _____
Address: _____
Street Address: 101 South Kings Drive
City: Charlotte
State: North Carolina
Country: USA Zip: 28204

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 1, 2010

Assignment Merger
 Security Agreement Change of Name
 Other Notice of Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See SCHEDULE A

B. Trademark Registration No.(s)
See SCHEDULE A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

RECEIVED
MAR 10 2010

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Terry L. Witcher, Paralegal
Internal Address: McGuireWoods LLP
Street Address: 201 North Tryon Street, Suite 3000
City: Charlotte
State: North Carolina Zip: 28202
Phone Number: 704-343-2104
Fax Number: 704-444-8857
Email Address: twitcher@mcguirewoods.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

03/11/2010 LMUELLER 00000004 3660339
Deposit Account Number _____
01 FC:8521 _____ 40.00
Authorized User Name _____

9. Signature: _____ March 3, 2010
Signature Date
Christian Brose, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

TRADEMARKS

Pledgor	Mark	Application or Registration No.	Country	Registration or Filing Date
Ghost Acquisition, LLC	CLAY BOSS	3660339	USA	7/28/2009

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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (“*Agreement*”), dated as of March 1, 2010, is made by **GHOST ACQUISITION, LLC**, a North Carolina limited liability company (the “*Grantor*”), in favor of SunTrust Bank (the “*Lender*”), party to that certain Revolving Credit and Term Loan Agreement dated as of March 1, 2010 (the “*Credit Agreement*”), among Speedball Art Products Company, L.L.C., Speedball Road, LLC, and Golden Acquisition Company, LLC, collectively as borrowers, and the Lender.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Grantor is a party to that certain Security Agreement dated as of March 1, 2010 (as amended, supplemented, waived or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Lender; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Lender a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to from time to time make and maintain extensions of credit under the Credit Agreement and the Related Credit Arrangements, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, it granted to the Lender a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto and any and all goodwill associated therewith) and to the extent not otherwise included, all proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than the Borrowers or a Subsidiary of a Borrower for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement

with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GHOST ACQUISITION, LLC

By: Speedball Art Products Company, L.L.C.,
its sole Member and Manager

By: 
Name: Walter P. Glazer, Jr.
Title: CEO and Manager

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SUNTRUST BANK

By: Jennifer Hale Kelly
Name: Jennifer Hale Kelly
Title: First Vice President

Notice and Confirmation of Grant of Security Interest in Trademarks
Signature Page

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