

03-11-2010

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To the Director of the U. S. Patent and Trademark Office

Indicate the old address(es) and the new address(es) below.

1. Name of conveying party(ies):

Golden Acquisition Company, LLC

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 1, 2010

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

2. Name and address of receiving party(ies)

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
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

Citizenship _____
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)

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

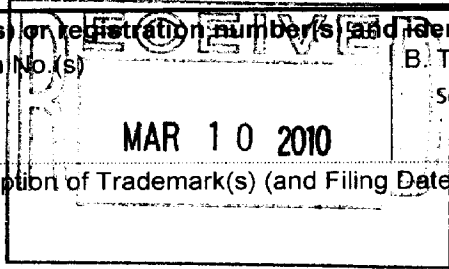
A. Trademark Application No.(s)

See SCHEDULE A

B. Trademark Registration No.(s)

See SCHEDULE A

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



Additional sheet(s) attached? Yes No

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:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

03/11/2010 LMUELLER 00000005 1552860

Deposit Account Number _____

Authorized User Name _____

40.00

50.00

9. Signature:

Christian Brose, Esq.

Name of Person Signing

March 3, 2010

Date

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

<u>Pledgor</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Registration or Filing Date</u>
Golden Acquisition Company, LLC	NOTESKETCH	1552860	USA	9/22/1989
Golden Acquisition Company, LLC	BIENFANG	1175096	USA	10/27/1981
Golden Acquisition Company, LLC	CANVASETTE	1015280	USA	7/8/1975

**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 **GOLDEN ACQUISITION COMPANY, 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.

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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.

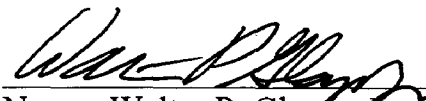
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[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.

GOLDEN ACQUISITION COMPANY, 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]

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

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TRADEMARK
REEL: 004166 FRAME: 0405

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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