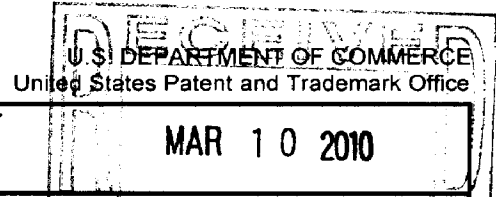


03-12-2010



103591602



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

**1. Name of conveying party(ies):**

Speedball Art Products Company, L.L.C.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other Virginia 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                               Merger
- Security Agreement                   Change of Name
- Other Notice of Security Interest

**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    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)

**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):

**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:**

12

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)**

\$315.00

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

03/11/2010 LMUELLER 00000003 1888470

Deposit Account Number \_\_\_\_\_ 40.00 CP

Authorized User Name \_\_\_\_\_ 275.00 CP

**9. Signature:**

March 3, 2010

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**

<u>Pledgor</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Registration or Filing Date</u>
Speedball Art Products Co., L.L.C.	Speedball	1888470	USA	4/11/1995
Speedball Art Products Co., L.L.C.	Speedball	1617265	USA	10/16/1990
Speedball Art Products Co., L.L.C.	Speedball	1124499	USA	8/28/1979
Speedball Art Products Co., L.L.C.	Speedball	77/939626 <i>(application)</i>	USA	2/19/2010 <i>(application)</i>
Speedball Art Products Co., L.L.C.	"Speedball"	0143048	USA	5/24/1921
Speedball Art Products Co., L.L.C.	Speedball (stylized)	0384353	USA	1/14/1941
Speedball Art Products Co., L.L.C.	Colorwheel	1640928	USA	4/9/1991
Speedball Art Products Co., L.L.C.	Elegant Writer	1635469	USA	2/19/1991
Speedball Art Products Co., L.L.C.	Linozips (stylized)	0370594	USA	8/29/1939
Speedball Art Products Co., L.L.C.	Printmasters	0795255	USA	8/31/1965
Speedball Art Products Co., L.L.C.	Superblack	1359167	USA	9/10/1985
Speedball Art Products Co., L.L.C.	The Lettershop	1941824	USA	12/12/1995

**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 **SPEEDBALL ART PRODUCTS COMPANY, L.L.C.**, a Virginia 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.

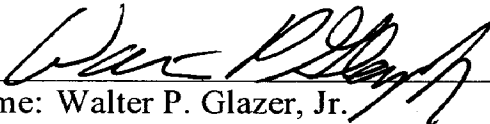
SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the 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.

SPEEDBALL ART PRODUCTS CO., L.L.C.

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: 004169 FRAME: 0197**

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:   
Name: Jennifer Hale Kelly  
Title: First Vice President

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

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