

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sweda Company, LLC		03/19/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association, As Agent		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3679137	SIMPLE. STYLE. SMART.	
<b>Registration Number:</b>	3134788	SWEDA	
<b>Registration Number:</b>	1365479	SWEDA	
<b>Serial Number:</b>	77915916	TOUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	331911		

CH \$1115.00 3679137

**900158567**

**TRADEMARK  
 REEL: 004177 FRAME: 0855**

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/01/2010
<p>Total Attachments: 11 source=3-31-10 Sweda-TM#page1.tif source=3-31-10 Sweda-TM#page2.tif source=3-31-10 Sweda-TM#page3.tif source=3-31-10 Sweda-TM#page4.tif source=3-31-10 Sweda-TM#page5.tif source=3-31-10 Sweda-TM#page6.tif source=3-31-10 Sweda-TM#page7.tif source=3-31-10 Sweda-TM#page8.tif source=3-31-10 Sweda-TM#page9.tif source=3-31-10 Sweda-TM#page10.tif source=3-31-10 Sweda-TM#page11.tif</p>	

## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 19th day of March, 2010 by SWEDA COMPANY, LLC, a Delaware limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders ("Agent").

### WITNESSETH

WHEREAS, Grantor (together with any Person joined as a borrower to the Loan Agreement from time to time, the "Borrowers" and each a "Borrower") has entered into that certain Revolving Credit and Security Agreement dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") with the financial institutions party thereto from time to time as lenders (the "Lenders") and Agent, pursuant to which Agent and Lenders have agreed to make loans and extend other make other extensions of credit to Borrowers;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) Each federally registered trademark, trademark application, federally registered patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)

infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all federally registered trademarks, trademark applications, federally registered patents and patent applications owned or registered to Grantor as of the date of this Agreement.

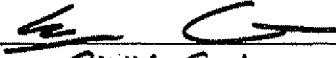
5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws rules.

**[Signatures to appear on following page]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**SWEDA COMPANY, LLC**

By:   
Name: CINDY SUN  
Title: CFO

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK AND PATENT  
SECURITY AGREEMENT]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

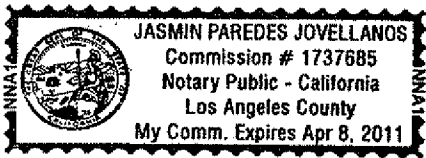
On 3/12/10 before me, Jasmin Paredes Jovellanos, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Cindy Qin  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature], Notary Public  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Trademark and Patent Security Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Cindy Qin

- Individual
- Corporate Officer — Title(s): CEO
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS
SIMPLE STYLE. SMART. (Standard Character Mark)	77663190	02/04/2009	3679137	09/08/2009	Registered
SWEDA (Standard Character Mark)	76645269	08/22/2005	3134788	08/29/2006	Registered
SWEDA (Typed Drawing)	73508447	11/13/1984	1365479	10/15/1985	Registered
TOUE (Standard Character Mark)	77915916	01/20/2010	N/A	N/A	Pending

SCHEDULE -1

074658.01309/95020819v.2

PATENT REGISTRATIONS

TITLE	COUNTRY	APP NO	APP DATE	PATENT NO	ISSUE	STATUS
Pen	US	D/314,314	03/20/2009	D610,196	02/16/2010	Registered
Notepad holder and calculator	US	D/313,998	02/25/2009	D606,591	12/22/2009	Registered
Mousepad	US	D/312,768	11/12/2008	D604,304	11/17/2009	Registered
Mug	US	D/314,997	05/16/2009	D604,102	11/17/2009	Registered
Mug body	US	D/310,483	08/21/2008	D593,802	06/09/2009	Registered
Wave mug	US	D/310,204	07/31/2008	D593,367	06/02/2009	Registered
Water bottle	US	D/307,650	05/03/2008	D589,743	04/07/2009	Registered
Mug	US	D/292,304	10/06/2007	D585,700	02/03/2009	Registered
Calculator notebook	US	D/263,129	07/17/2006	D579,483	10/28/2008	Registered
Mug	US	D/292,275	10/06/2007	D578,351	10/14/2008	Registered
Drinking vessel	US	D/266,336	09/19/2006	D572,083	07/01/2008	Registered
Mug	US	D/292,277	10/06/2007	D571,154	06/17/2008	Registered
Mug	US	D/268,936	11/16/2006	D571,152	06/17/2008	Registered
Calculator	US	D/253,689	02/10/2006	D568,379	05/06/2008	Registered
Vessel	US	D/266,337	09/19/2006	D566,469	04/15/2008	Registered
Mug	US	D/270,145	12/15/2006	D555,430	11/20/2007	Registered
Pen	US	D/244,016	12/02/2005	D553,679	10/23/2007	Registered
Pen	US	D/257,511	04/05/2006	D552,676	10/09/2007	Registered
Pen	US	D/257,512	04/05/2006	D552,174	10/02/2007	Registered
Tumbler	US	D/273,688	03/08/2007	D550,508	09/11/2007	Registered
Pen	US	D/244,015	12/02/2005	D550,281	09/04/2007	Registered
Mug	US	D/268,595	11/09/2006	D550,040	09/04/2007	Registered
Mug	US	D/231,999	06/13/2005	D550,032	09/04/2007	Registered
Tumbler	US	D/238,440	09/15/2005	D546,124	07/10/2007	Registered
Tumbler	US	D/236,944	08/24/2005	D545,624	07/03/2007	Registered
Tumbler	US	D/238,426	09/15/2005	D545,129	06/26/2007	Registered
Logo mug	US	D/245,807	12/29/2005	D544,301	06/12/2007	Registered
Tumbler	US	D/242,069	11/04/2005	D544,300	06/12/2007	Registered

SCHEDULE - 1

074658.01309/95020819v.2



TITLE	COUNTRY	APP NO	APP DATE	PATENT NO	ISSUE	STATUS
Mug	US	D/233,728	07/09/2005	D542,599	05/15/2007	Registered
Photo travel alarm	US	D/236,416	08/16/2005	D529,823	10/10/2006	Registered
Mug	US	D/198,543	02/02/2004	D509,707	09/20/2005	Registered
FM scan radio	US	D/196,986	01/09/2004	D504,125	04/19/2005	Registered
Photo frame with calculator	US	D/196,078	12/23/2003	D502,726	03/08/2005	Registered
Carabineer with calculator	US	D/196,079	12/23/2003	D502,497	03/01/2005	Registered
Radio	US	D/193,826	11/17/2003	D498,744	11/23/2004	Registered
Radio	US	D/196,458	12/31/2003	D498,226	11/09/2004	Registered
Pen	US	D/186,023	07/09/2003	D494,217	08/10/2004	Registered
Pen holder	US	D/186,022	07/09/2003	D492,357	06/29/2004	Registered
Radio with flashlight	US	D/179,450	04/11/2003	D489,703	05/11/2004	Registered
Mountaineering clip with radio	US	D/180,040	04/17/2003	D485,823	01/27/2004	Registered
Mushroom shaped electronic digital clock	US	D/179,995	04/17/2003	D485,498	01/20/2004	Registered
Portable radio	US	D/179,452	04/11/2003	D485,254	01/13/2004	Registered
Alarm Clock	US	D/236,415	08/16/2005	D522,881	06/13/2006	Registered
Carabineer Radio	US	D/236,417	08/16/2005	D527,721	09/05/2006	Registered
Pedometer Clock	US	D/253,690	02/10/2006	D528,025	09/12/2006	Registered
Transparent mug	US	D/231,985	06/13/2005	D554,431	11/06/2007	Registered
Mug	US	D/261,414	06/14/2006	D550,035	09/04/2007	Registered
Mug	US	D/259,505	05/10/2006	D549,522	08/28/2007	Registered
Pen	US	D/263,130	07/17/2006	D548,281	08/07/2007	Registered
Tumbler	US	D/273,638	03/08/2007	D548,012	08/07/2007	Registered
Mug lid	US	29/310,482	08/21/2008	N/A	N/A	Pending
Dynamo light	US	29/292,276	10/06/2007	N/A	N/A	Pending
Water Bottle	US	29/314,313	03/20/2009	N/A	N/A	Pending
Mug lid	US	29/348,144	08/21/2008	N/A	N/A	Pending
Pen	US	29/314,314	03/20/2009	N/A	N/A	Pending
Clip pen	US	29/308,027	05/22/2008	N/A	N/A	Pending

SCHEDULE - 1

074658.01309/95020819v.2

## POWER OF ATTORNEY

SWEDA COMPANY, LLC, a Delaware limited liability company (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit and Security Agreement dated as of March 19, 2010 among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of March 19, 2009 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a Trademark or Patent, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

SWEDA COMPANY, LLC

By:   
Name: CINDY QIN  
Title: CEO

[SIGNATURE PAGE TO POWER OF ATTORNEY]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

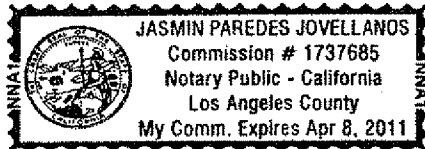
On 3/12/10 before me, Josmin Paredes Jovellanos, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Lindy Qin  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature] Notary Public  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Power of Attorney to Trademark and Patent Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: Lindy Qin
- Individual
  - Corporate Officer — Title(s): CFO
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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