

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
Hinda Inc.		07/21/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Harris N.A.		
Street Address:	50 N. Brockway Street		
City:	Palatine		
State/Country:	ILLINOIS		
Postal Code:	60067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3184696	WAA	
Registration Number:	2262948	INCENTIVE EXCHANGE	
Registration Number:	2633178	INNERGE	
Registration Number:	3443279	WORLD AWARD ALLIANCE	
Serial Number:	85082356	WAREHOUSE DASH	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1935949		

CH \$140.00 3184696

900167521

**TRADEMARK
 REEL: 004246 FRAME: 0472**

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	07/21/2010
Total Attachments: 4 source=2833655#page1.tif source=2833655#page2.tif source=2833655#page3.tif source=2833655#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 21st day of July, 2010, Hinda Inc., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 2440 W. 34th Street, Chicago, Illinois 60608-5134 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association, with its mailing address at 50 N. Brockway Street, Palatine, Illinois 60067, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HINDA INC.

By Michael Arkes
Name Michael Arkes
Title President

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HINDA INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By Michael J. Johnson
Name **MICHAEL J. JOHNSON**
Title **MANAGING DIRECTOR**

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

TRADEMARKS

<u>MARK</u>	<u>FILING DATE</u>	<u>APPLICATION SERIAL NO.</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NO</u>
WAA	3/4/05	78580314	12/12/06	3184696
INCENTIVE EXCHANGE	5/26/98	75490732	7/20/99	2262948
INNERGE	5/14/01	76256026	10/8/02	2633178
WORLD AWARD ALLIANCE	3/4/05	78580167	6/3/08	3443279

PENDING FEDERAL TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILED</u>
WAREHOUSE DASH	85082356	7/12/10