

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
Driveline Retail Merchandising, Inc.		07/16/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	RBS Business Capital, a division of RBS Asset Finance, Inc., a New York corporation, a subsidiary of RBS Citizens, N.A., as Agent		
Street Address:	71 South Wacker Drive		
Internal Address:	Suite 2800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	74470620	SMC	
Serial Number:	77146792		
Serial Number:	77073632	DRIVELINE	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	37888.00.0023--H. POITRAS		

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TRADEMARK
REEL: 004252 FRAME: 0873

NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	08/03/2010
<p>Total Attachments: 17 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif source=Trademark Security Agreement#page9.tif source=Trademark Security Agreement#page10.tif source=Trademark Security Agreement#page11.tif source=Trademark Security Agreement#page12.tif source=Trademark Security Agreement#page13.tif source=Trademark Security Agreement#page14.tif source=Trademark Security Agreement#page15.tif source=Trademark Security Agreement#page16.tif source=Trademark Security Agreement#page17.tif</p>	

TRADEMARK AND LICENSE SECURITY AGREEMENT

This TRADEMARK AND LICENSE SECURITY AGREEMENT (“Agreement”) dated as of July 16, 2010, made by DRIVELINE RETAIL MERCHANDISING, INC., a New Jersey corporation, having its chief executive office at 3300 Fernbrook Lane north, Suite 200, Plymouth, Minnesota 55447 (“Grantor”) and RBS Business Capital, a division of RBS Asset Finance, Inc., a New York corporation, a subsidiary of RBS Citizens, N.A. (“RBS”) with an office at 71 South Wacker Drive, Suite 2800, Chicago, Illinois 60606, as agent for the “Lenders” (as hereinafter defined) (RBS, in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, Grantor, the other borrower signatories thereto (collectively, “Borrowers”), the lender signatories thereto (“Lenders”) and Agent have entered into that certain Loan and Security Agreement of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Lenders have, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations available to the Borrowers pursuant to the terms and conditions thereof (collectively, the “Loans”) to Borrowers; and

WHEREAS, Agent and Lenders have required as a condition, among others, to the making of the Loans to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of Borrowers’ obligations and liabilities hereunder, under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrowers to Agent and Lenders in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the “Obligations”), that Grantor execute and deliver this Agreement to Agent for its benefit and the ratable benefit of Lenders;

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

1. Defined Terms.

- (a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- (b) The words “hereof,” “herein” and “hereunder” and words like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.
- (c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Agent, for the benefit of itself and each Lender, a continuing security interest in all of the following property of and interest in property of such Grantor, whether now owned or existing or hereafter created, acquired (collectively, the "Trademark Collateral") or arising and wherever located:

(i) trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service applications listed on Schedule A (such registered trademarks, trademark applications, registered service marks and service applications being referred to collectively as the "Registered Marks") and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing Registered Marks, trademark applications, registered service marks and service mark applications (excluding all "intent to use" trademark applications or service mark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office), together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

(iii) except to the extent excluded under the Loan Agreement, license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Grantor is a licensor or licensee under any such license agreement, including but not limited to, the license agreements that are necessary for the present conduct of Grantor's business operations, except for which failure to own or license would not reasonably be expected to have a Material Adverse Effect, and listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in, connection with the enforcement of Agent's or Lenders' rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

(iv) Notwithstanding anything contained in this Agreement to the contrary, the Trademark Collateral shall not include anything that is not "Collateral" under, and as defined in, the Loan Agreement.

3. Loan and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Lenders.

4. Restrictions on Future Agreements. Grantor will not, without Agent's prior written consent, enter into any material agreement, including, without limitation, any license agreement, which conflicts with this Agreement, and Grantor further agrees that it will not knowingly take any action, and will use commercially reasonable efforts not to knowingly permit any action to be taken by others subject to its control, or knowingly fail to take any action, which would in any material respect affect the validity or enforceability of the rights transferred to Agent, for its benefit and the ratable benefit of Lenders, under this Agreement or the rights associated with those Trademarks which are material to the operation of Grantor's business. Notwithstanding the foregoing, Grantor shall have the right to: (i) sell or dispose of Trademarks and Licenses in connection with a sale of property or assets permitted under the Loan Agreement and in such event the Agent's security interest therein shall be automatically terminated and the Agent shall deliver to the Grantor and the Borrowers such documents and instruments as Grantor may request (at Grantor's cost and expense) as reasonably necessary to the release of record the Agent's security interest in such Trademarks and Licenses; and (ii) abandon or allow to expire Trademarks and Licenses that are obsolete or no longer materially related to Grantor's business.

5. New Trademarks. Grantor represents and warrants that the Registered Marks and Licenses listed on Schedules A and B, respectively, are all of the Trademarks registered and owned by, and the Licenses licensed by, the Grantor that are necessary for the present conduct of Grantor's business operations, except for which failure to own or license would not reasonably be expected to have a Material Adverse Effect. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new Trademarks or Licenses that are material to the operation of Grantor's business or (ii) become entitled to the benefit of any Trademark or License that is material to the operation of Grantor's business, in each case, excluding all "intent to use" trademark applications or service mark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office, the provisions of Section 2 shall automatically apply thereto. Grantor hereby authorizes Agent to modify this Agreement by (i) amending Schedules A or B, as the case may be, to include any such future Trademarks that are Registered Marks and Licenses in connection therewith that are material to Grantor's business, and (ii) filing with the United States Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a substantially similar version of this Agreement listing such new Registered Marks and/or Licenses, as the case may be, on an amended Schedules A or B thereto under Section 2 or this Section 5.

6. Royalties. Grantor hereby agrees that the rights of Agent of the Trademarks and Licenses as authorized hereunder shall be co-extensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or any Lender to Grantor.

7. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademark Collateral and shall remain in full force and effect until the Obligations (other than contingent indemnification obligations not yet due and payable) have been paid in full and

the Loan Agreement has been terminated and in such event this Agreement will be automatically terminated and the Agent shall deliver to the Grantor and Borrowers such documents and instruments as requested by Grantor and reasonably necessary to release of record the Agent's security interest in the Trademark Collateral.

8. Filing of Notice. Grantor hereby authorizes Agent to prepare and file such financing statements (including continuation statements) or amendments thereof or supplements thereto or other notices or instruments as the Agent may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC. Grantor shall execute and deliver to Agent such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents as Agent may reasonably request), and do all such other things as Agent may reasonably request, to assure to Agent of its security interests hereunder, including a Notice and Reaffirmation of Grant of Security Interest in Trademarks for filing with the United States Patent and Trademark Office, in the form attached hereto as Schedule C.

9. Further Assignments and Security Interests. Except as would not reasonably be expected to have a Material Adverse Effect, Grantor and each Borrower agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks Marks without the prior written consent of Agent, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the prior written consent of Agent, which consent shall not be unreasonably withheld.

10. Duties of Grantor. Grantor shall take such steps as it deems appropriate in the reasonable exercise of its business judgment, to the extent economically desirable in the ordinary course of Grantor's business and consistent with Grantor's current business practices (i) to prosecute diligently any trademark applications or service mark applications that are part of the Registered Marks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Grantor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Grantor's rights in the Registered Marks in each case with respect to the foregoing clauses (i) through (iii), to the extent failure to take such action would reasonably be expected to result in a Material Adverse Effect. Any reasonable expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is necessary in any material respect in the operation of the Grantor's business. Grantor agrees to retain an experienced trademark attorney for the filing and prosecution of all appropriate applications and other proceedings. Neither Agent nor any Lender shall have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, neither Agent nor any Lender shall be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Grantor and added to the Obligations secured hereby.

11. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Agent shall have the

right but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse and indemnify Agent for all reasonable costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 10 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, then upon written notice to Grantor, such costs and expenses shall be added to the Obligations secured hereby.

12. Waivers. No course of dealing between Grantor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right power or privilege hereunder or under the Loan Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Agent's Exercise of Rights and Remedies upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and, subject to the limitations contained herein, Agent shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and Licenses as may be reasonably necessary to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection Grantor's business; provided that Grantor or Borrowers shall have the right to exercise reasonable standards of quality control over any such Inventory bearing the Trademarks to the extent necessary to maintain and protect the same, including the goodwill associated therewith, and to avoid any risk of invalidation or unenforceability thereof.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of written notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, Grantor hereby authorizes Agent to, in its sole discretion (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 14 without taking like action with respect to the entire goodwill of Grantor's business connected with the use of, and symbolized by, such Trademarks, Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Agent agrees not to exercise any right with respect to such power of attorney unless an Event of Default has occurred and is continuing. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

17. Inconsistent Provisions. If a provision of the Loan Agreement is inconsistent or conflicts with the provisions of this Agreement, the provisions of the Loan Agreement shall govern and prevail.

18. Binding Effect: Benefits. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and its and their nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent, which consent shall not be unreasonably withheld.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

20. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

21. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

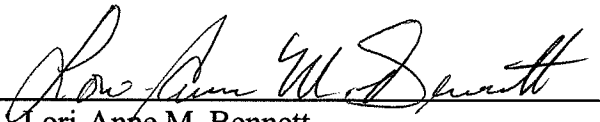
22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(Signature Page to Trademark and License Security Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTOR:

**DRIVELINE RETAIL MERCHANDISING,
INC., a Delaware corporation**

By: 
Lori-Anne M. Bennett
Controller and Secretary

Signature Page to Trademark and License Security Agreement

Accepted and agreed to as of this 16th
day of JULY, 2010.

**RBS BUSINESS CAPITAL, a
division of RBS Asset Finance, Inc.,
a subsidiary of RBS Citizens, N.A.,
as Agent**

By: 

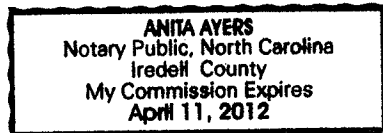
John S. Gil
Senior Vice President

(Signature Page to Trademark and License Security Agreement)

STATE OF NC)
COUNTY OF Iredell) SS

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 9 day of JULY, 2010, by Lori-Anne M. Bennett personally known to me to be the Controller and Secretary of Driveline Retail Merchandising, Inc., a Delaware corporation on behalf of such corporation.

(SEAL)




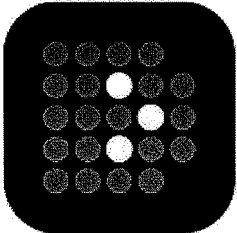
Anita Ayers
Notary Public

My commission expires: April 11 2012

SCHEDULE A

Trademark and License Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Serial Number	Application Date	Registration Number	Registration Date
SMC 	74470620	12/17/1993	1908727	8/1/1995
Design Only 	77146792	4/2/2007		
DRIVELINE	77073632	12/29/2006		

SCHEDULE B

Trademark and License Security Agreement

LICENSES

None

SCHEDULE C

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

THIS NOTICE AND REAFFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Reaffirmation") is made as of this 16th day of July, 2010 by and among DRIVELINE RETAIL MERCHANDISING, INC., a New Jersey corporation, ("Grantor"), in favor of RBS Business Capital, a division of RBS Asset Finance, Inc., a subsidiary of RBS Citizens, N.A. , as agent (in such capacity, "Agent") for the Lenders party to the Loan Agreement (defined below) ("Grantee"). All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement (defined below) and the Trademark Security Agreement (defined below).

WITNESSETH:

WHEREAS, Grantor and certain of its affiliates, Grantee and certain other financial institutions have entered into a certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor and the other Loan Parties by Lenders;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor and Grantee have entered into a certain Trademark Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which Grantor has granted to Grantee, for the benefit of the 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 Licenses, Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the 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. Each of the Loan Agreement and the Trademark Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.

2. Acknowledgment and Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby acknowledges that pursuant to the Trademark Security Agreement it has granted to Grantee, for the benefit of itself and each Lender, and hereby reaffirms such grant 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 and wherever located:

- (a) Trademarks, including those listed on Schedule 1 annexed hereto; and
- (b) the goodwill of Grantor's business connected with and symbolized by the Trademarks.

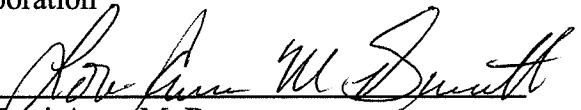
[The remainder of this page is left blank intentionally.]

Signature Page to Notice and Reaffirmation of Grant of Security Interest in Trademarks

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

GRANTOR:

**DRIVELINE RETAIL
MERCHANDISING, INC.**, a New Jersey
corporation

By: 
Lori-Anne M. Bennett
Controller and Secretary

Signature Page to Notice and Reaffirmation of Grant of Security Interest in Trademarks

Agreed and Accepted
As of the Date First Written Above.

GRANTEE:


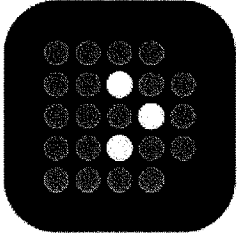
**RBS BUSINESS CAPITAL, a division of
RBS Asset Finance, Inc., a subsidiary of
RBS Citizens, N.A., as Agent**

By: 

John S. Gil
Senior Vice President

SCHEDULE 1

Trademarks

Trademark	Serial Number	Application Date	Registration Number	Registration Date
SMC 	74470620	12/17/1993	1908727	8/1/1995
Design Only 	77146792	4/2/2007		
DRIVELINE	77073632	12/29/2006		

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