TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crashed Toys LLC		I05/13/2010 I	LIMITED LIABILITY COMPANY: IOWA

RECEIVING PARTY DATA

Name:	Amalgamated Bank
Street Address:	275 Seventh Avenue
Internal Address:	14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Banking Association: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2631202	WWW.CRASHEDTOYS.COM
Registration Number:	3672697	CRASHEDTOYS.COM

CORRESPONDENCE DATA

Fax Number: (312)862-2200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-862-2000

Email: christine.casey@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 300 N. LaSalle Street, 28th Floor

Address Line 2: c/o Christine Casey

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	40462-65 CAC
NAME OF SUBMITTER:	Christine Casey
	TRADEMARK

 65.00 26312

Signature:	/Christine Casey/
Date:	08/18/2010
Total Attachments: 14 source=Crashed Toys Security Interest#pagsource=Crashed	ge2.tif ge3.tif ge4.tif ge5.tif ge6.tif ge7.tif ge8.tif ge9.tif
source=Crashed Toys Security Interest#page12.tif source=Crashed Toys Security Interest#page13.tif source=Crashed Toys Security Interest#page14.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 13, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Amalgamated Bank acting through its Amalgamated Capital division ("Amalgamated"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 13, 2010, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among QCSA Holdings, Inc., a Delaware corporation (the "<u>Borrower</u>"), QCSA Group, LLC, a Delaware limited liability company, the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of May 13, 2010, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations of the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make or continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

<u>Section 2.</u> <u>Grant of Security Interest in Intellectual Property Collateral</u>. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

(a) <u>Copyrights</u>.

GSDOCS\1975026.6

- (i) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1A hereto;
 - (ii) all renewals, reversions and extensions of the foregoing;
- (iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution or other violation thereof, other than, in each case, with respect to Excluded Property.

(b) Patents.

- (i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1B hereto;
- (ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;
- (iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution or other violation thereof, other than, in each case, with respect to Excluded Property.

(c) Trademarks.

- (i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1C hereto;
 - (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution or other violation thereof, other than, in each case, with respect to Excluded Property.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security

GSDOCS\1975026.6

Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any conflict between the provisions of this Intellectual Property Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties 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 pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

GSDOCS\1975026.6

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

QCSA HOLDINGS, INC., as a Grantor,

By: Name: John Lindle

Title: ChiècEkecutive Officer and President

QCSA OF HAMMOND, LLC, as a Grantor

By: Name: Jøhn bindle

Title: Chief-Executive Officer and President

QCSA/MADISON LLC, as a Grantor

By: Name: John Lindle

Title: Chief Executive Officer and President

QUAD CITY SALVAGE AUCTION, INC., as a

Grantor

By: Name: John Lindle

Title: Chief Executive Officer and President

QCSA/SPRINGFIELD, INC., as a Grantoj

Bv: Name: John Lindle

Title: Chief Executive Officer and President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

G8D/OC8\(1975626)

QCSA/ELGIN, INC., as a Grantor

By:

Name: Xohn Diqdle

Title: Chie (Executive Officer and President

QCSA OF INDIANA LLC, as a Grantor

By: X Sindle
Name: John Lindle

Title: Chief Executive Officer and President

QCSA EQUIPMENT, INC., as a Grantor

By: ______ Name: Jøhn Lindle

Title: Chief Executive Officer and President

SALVAGE WHOLESALE AUCTION NETWORK, L.L.C., as p. Grantor

By: Sin Dipdie

Title: Chief Executive Officer and President

CRASHED TOYS L.L.C, as a Grantor

By: _______ Name: John Dadle

Title: Chief Executive Officer and President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

GSDOCS0975026

SALVAGE DIRECT, INC., as a Grantor

By:

Name: John Lingle

Title: Chief Executive Officer and President

STORAGE DIRECT, LLC, as a Grantor

By: <u>\</u>Name: John Lindle

Title: Chief Executive Officer and President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

GSDOCS\1975026

ACKNOWLEDGMENT OF QCSA HOLDINGS, INC.	Samuel and a second
whi.	JEAN DESOLT
STATE OF <i>Tour</i>	Commission Number 745997 My Commission Expires
() ss.	The second secon
county of $\underbrace{Seo44}$ $\bigg)$ ss.	
On this day of May, 2010 before me personally appear	ed John Lindle, proved to me on the
basis of satisfactory evidence to be the person who execute	d the foregoing instrument on behalf
of QCSA Holdings, Inc., who being by me duly swom did	
suthorized officer of said corporation, that the said instrum	
corporation as authorized by its Board of Directors and tha	
be the Ree act and deed of said corporation.	ene aevinamenken pain monamina m
100 ma 1940 art any toda on sana conjuntanon.	
Notary Public	
V	
ACKNOWLEDGMENT OF QCSA HAMMOND, LLC	Januaran managan da sa
.iiju	JEAN DEBOLT Commission Number 745997
STATE OF <u>Zaka</u>)	My Commission Ecoines
×88.	Million
COUNTY OF <u>(2014</u>) ss.	dimensional and a second secon
On this day of May, 2010 before me personally appear	ed John Lindle, proved to me on the
basis of satisfactory evidence to be the person who execute	
of QCSA of Hammond, LLC, who being by me duly swom	
authorized officer of said limited liability company, that the	
of said limited liability company as authorized by its Board	
acknowledged said instrument to be the free act and deed o	
	s said tuinica naimity tempany.
Notary Public	
escurat à la come	
ACKNOWLEDGMENT OF QCSA/MADISON LLC	
non-round and some control of the co	MAN DEBOLT
state of <u>July</u>	Commission Number 745997 My Commission Equipm
() **	
COUNTY OF <u>Seg44</u>) *8.	
On this day of May, 2010 before me personally appear	ed John Lindle, proved to me on the
basis of satisfactory evidence to be the person who execute	
of QCSA/Madison LLC, who being by me duly sworn did	
authorized officer of said limited liability company, that the	
of said limited liability company as authorized by its Board	
acknow/edged said instrument to be the free act and deed o	
maran regrangen bana nepanganan ng 00 ani 1100 ani ania ania ania a	e oma manen manney sampany.
Notary Public	

68000083975026

ACKNOWLEDGMENT OF QUAD CITY SAI	VAGE AUCTION, INC.
STATE OF <u>Logar</u>) COUNTY OF <u>Sec 77</u>	JEAN DEBOLT Commission Number 745997 Sty Commission Expires
of Quad City Salvage Auction, Inc., who being an authorized officer of said corporation, that the	ho executed the foregoing instrument on behalf by me duly sworn did depose and say that he is
ACKNOWLEDGMENT OF QCSA/SPRINGFI	ELD NC.
STATE OF I_{CAA}) ss. COUNTY OF $See44$	JEAN DEBOLT Commission Number 745997 My Commission Equires
of QCSA/Springfield, Inc., who being by me du authorized officer of said corporation, that the s	ho executed the foregoing instrument on behalf ly sworn did depose and say that he is an
ACKNOWLEDGMENT OF QCSAÆLGIN, IN STATE OF <u>Ioa/a</u>) COUNTY OF <u>See/4</u>	C MEAN DEBOLT A Commission Number 748997 Say Commission Express A Commission Express
On thisday of May, 2010 before me person basis of satisfactory evidence to be the person w of QCSA/Elgin, Inc., who being by me duly swofficer of said corporation, that the said instrum	tho executed the foregoing instrument on behalf orn did depose and say that he is an authorized

GSDOCS\(1975026

ACKNOWLEDGMENT OF QCSA OF INDIANA LLC	<u> </u>
STATE OF <u>Iona</u>) SOUNTY OF <u>Sco44</u>	JEAN DEBOLT Commission Number 745997 My Compission Equires
COUNTY OF <u>Sep44</u>	
On thisday of May, 2010 before me personally apprais of satisfactory evidence to be the person who exect of QCSA of Indiana LLC, who being by me duly swom authorized officer of said limited liability company, that of said limited liability company as authorized by its Botton whether the said limited liability company as authorized by its Botton whether the said limited liability company as authorized by its Botton whether the said limited liability company as authorized by its Botton whether the said limited liability company as authorized by its Botton whether the said limited liability company as authorized by its Botton whether liability company as authorized by its Botton who exist and decompany and liability company.	uted the foregoing instrument on behalf did depose and say that he is an the said instrument was signed on behalf hard of Directors and that he
ACKNOWLEDGMENT OF QCSA EQUIPMENT, INC	2
STATE OF <u>Zeaza</u>) se.	SEAN OEBOLT Commission Number 745997 Ny Commission Express The Commission E
On thisday of May, 2010 before me personally apposais of satisfactory evidence to be the person who exect of QCSA Equipment, Inc., who being by me duly swomenthorized officer of said corporation, that the said instruction as authorized by its Board of Directors and be the free act and deed of said corporation. Notary Public	auted the foregoing instrument on behalf I did depose and say that he is an The said the sa
ACKNOWLEDGMENT OF SALVAGE WHOLESAL	E AUCTION NETWORK, L.L.C.
STATE OF <u>Zowa</u>) ss.	JEAN DEBOLT Commission Number 745997 Ny Cognission Equires
On this day of May, 2010 before me personally appartisfactory evidence to be the person who executed the Wholesale Auction Network, L.L.C., who being by menuthorized officer of said limited liability company, that is a limited liability company as authorized by its Board instrument to be the free act and deed of said limited liability company. The limited liability company as a limited liability company as a limited liability company.	foregoing instrument on behalf of Salvage duly sworn did depose and say that he is an t the said instrument was signed on behalf of d of Directors and that he acknowledged said

GSEXOCS\1975026

ACKNOWLEDGMENT OF CRASHED TOYS L	.L.C.
STATE OF <u>Zawa</u>) 85. COUNTY OF <u>Seade</u>	JEAN DEBOLT Commission Number 745997 My Commission Expires
COUNTY OF	
On thisday of May, 2010 before me personally basis of satisfactory evidence to be the person who of Crashed Toys L.L.C., who being by me duly swofficer of said limited liability company, that the salimited liability company as authorized by its Board instrument to be the free act and deed of said limited by the limited liability company as authorized by the limited liability company as authorized by the limit l) executed the foregoing instrument on behalf /orn did depose and say that he is an authorized aid instrument was signed on behalf of said rd of Directors and that he acknowledged said
ACKNOWLEDGMENT OF SALVAGE DIRECT	NO.
STATE OF $I_{000/4}$ ss. COUNTY OF $I_{000/4}$	JEAN DEBOLT Commitmion Number 745997 My Cognission Excises
On thisday of May, 2010 before me personall basis of satisfactory evidence to be the person who of Salvage Direct, Inc., who being by me duly swo officer of said corporation, that the said instrument authorized by its Board of Directors and that he ac and seed of said corporation. Notary Public	executed the foregoing instrument on behalf orn did depose and say that he is an authorized t was signed on behalf of said corporation as
acknowledgment of storage direct state of <u>Julya</u>) ss. county of <u>Seazy</u>	JEAN DEBOLT Commission Number 745997 My Commission Expres
On thisday of May, 2010 before me personall basis of satisfactory evidence to be the person who of Storage Direct, LLC, who being by me duly sw officer of said limited liability company, that the s limited liability company as authorized by its Boad instrument to be the free act and deed of said limit	executed the foregoing instrument on behalf orn did depose and say that he is an authorized aid instrument was signed on behalf of said rd of Directors and that he acknowledged said

GSDXXXXXXXXXXXXXXX

ACCEPTED AND AGREED as of the date first above written:

AMALGAMATED BANK, as Administrative Agent

Name: Mindy Naylor

Title: Vice President

GSDOCS\1975026

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

SCHEDULE IA

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

SCHEDULE IB

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.

SCHEDULE IC

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

U.S. Registration No. 2631202 for WWW.CRASHEDTOYS.COM registered October 8 2002, owned by Crashed Toys L.L.C.

U.S. Registration No. 3672697 for CRASHEDTOYS.COM registered August 25, 2009, owned by Crashed Toys L.L.C.

B. TRADEMARK APPLICATIONS

None.

TRADEMARK REEL: 004262 FRAME: 0916

RECORDED: 08/18/2010