

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		05/13/2010	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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

CH \$65.00 2631202

900169680

**TRADEMARK
 REEL: 004262 FRAME: 0901**

Signature:	/Christine Casey/
Date:	08/18/2010
<p>Total Attachments: 14</p> <p>source=Crashed Toys Security Interest#page1.tif source=Crashed Toys Security Interest#page2.tif source=Crashed Toys Security Interest#page3.tif source=Crashed Toys Security Interest#page4.tif source=Crashed Toys Security Interest#page5.tif source=Crashed Toys Security Interest#page6.tif source=Crashed Toys Security Interest#page7.tif source=Crashed Toys Security Interest#page8.tif source=Crashed Toys Security Interest#page9.tif source=Crashed Toys Security Interest#page10.tif source=Crashed Toys Security Interest#page11.tif source=Crashed Toys Security Interest#page12.tif source=Crashed Toys Security Interest#page13.tif source=Crashed Toys Security Interest#page14.tif</p>	

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 “Credit Agreement”), among QCSA Holdings, Inc., a Delaware corporation (the “Borrower”), 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. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. 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) Copyrights.

(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

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.

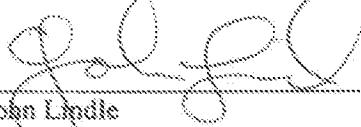
Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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,

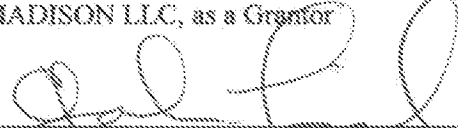
QCSA HOLDINGS, INC., as a Grantor

By: 
Name: John Lindle
Title: Chief Executive Officer and President


QCSA OF HAMMOND, LLC, as a Grantor

By: 
Name: John Lindle
Title: Chief Executive Officer and President

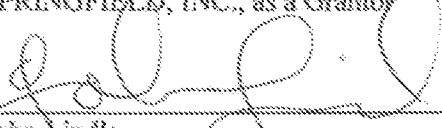
QCSA/MADISON LLC, as a Grantor

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 Grantor

By: 
Name: John Lindle
Title: Chief Executive Officer and President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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TRADEMARK
REEL: 004262 FRAME: 0906

QCSA/ELGIN, INC., as a Grantor

By: 

Name: John Lindle

Title: Chief Executive Officer and President

QCSA OF INDIANA LLC, as a Grantor

By: 

Name: John Lindle

Title: Chief Executive Officer and President

QCSA EQUIPMENT, INC., as a Grantor

By: 

Name: John Lindle

Title: Chief Executive Officer and President

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

By: 

Name: John Lindle

Title: Chief Executive Officer and President

CRASHED TOYS L.L.C, as a Grantor

By: 

Name: John Lindle

Title: Chief Executive Officer and President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

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TRADEMARK
REEL: 004262 FRAME: 0907

SALVAGE DIRECT, INC., as a Grantor

By: 

Name: John Lindle

Title: Chief Executive Officer and President

STORAGE DIRECT, LLC, as a Grantor

By: 

Name: John Lindle

Title: Chief Executive Officer and President

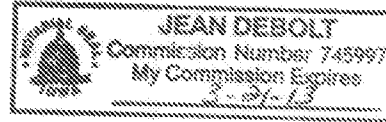
SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

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TRADEMARK
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ACKNOWLEDGMENT OF QCSA HOLDINGS, INC.

STATE OF Iowa)
) ss.
COUNTY OF Scott)

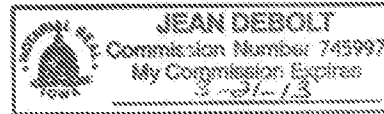


On this ___ day of May, 2010 before me personally appeared John Lindle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of QCSA Holdings, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Jean Debolt
Notary Public

ACKNOWLEDGMENT OF QCSA HAMMOND, LLC

STATE OF Iowa)
) ss.
COUNTY OF Scott)

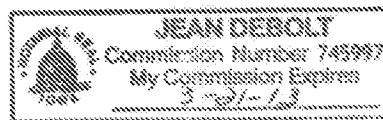


On this ___ day of May, 2010 before me personally appeared John Lindle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of QCSA of Hammond, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Jean Debolt
Notary Public

ACKNOWLEDGMENT OF QCSA/MADISON LLC

STATE OF Iowa)
) ss.
COUNTY OF Scott)



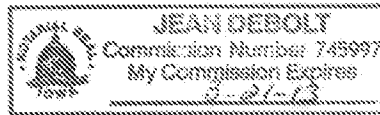
On this ___ day of May, 2010 before me personally appeared John Lindle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of QCSA/Madison LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Jean Debolt
Notary Public

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

ACKNOWLEDGMENT OF QUAD CITY SALVAGE AUCTION, INC.

STATE OF Iowa)
COUNTY OF Scott) ss.

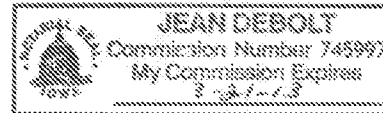


On this ____ day of May, 2010 before me personally appeared John Lindle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Quad City Salvage Auction, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Jean Debolt
Notary Public

ACKNOWLEDGMENT OF QCSA/SPRINGFIELD, INC.

STATE OF Iowa)
COUNTY OF Scott) ss.

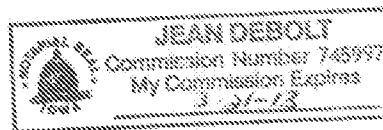


On this ____ day of May, 2010 before me personally appeared John Lindle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of QCSA/Springfield, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Jean Debolt
Notary Public

ACKNOWLEDGMENT OF QCSA/ELGIN, INC.

STATE OF Iowa)
COUNTY OF Scott) ss.



On this ____ day of May, 2010 before me personally appeared John Lindle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of QCSA/Elgin, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

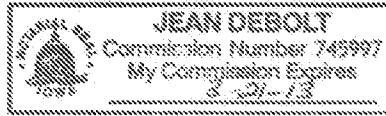
Jean Debolt
Notary Public

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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ACKNOWLEDGMENT OF QCSA OF INDIANA LLC

STATE OF Iowa)
COUNTY OF Scott) ss.

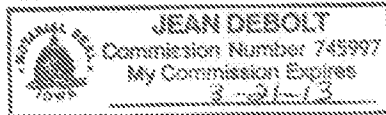


On this ___ day of May, 2010 before me personally appeared John Lindle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of QCSA of Indiana LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Jean Debolt
Notary Public

ACKNOWLEDGMENT OF QCSA EQUIPMENT, INC.

STATE OF Iowa)
COUNTY OF Scott) ss.

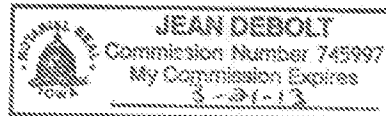


On this ___ day of May, 2010 before me personally appeared John Lindle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of QCSA Equipment, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Jean Debolt
Notary Public

ACKNOWLEDGMENT OF SALVAGE WHOLESALE AUCTION NETWORK, L.L.C.

STATE OF Iowa)
COUNTY OF Scott) ss.



On this ___ day of May, 2010 before me personally appeared John Lindle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Salvage Wholesale Auction Network, L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

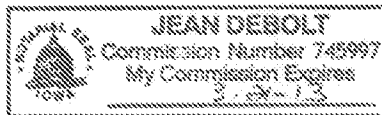
Jean Debolt
Notary Public

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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ACKNOWLEDGMENT OF CRASHED TOYS L.L.C.

STATE OF Iowa)
COUNTY OF Scott) ss.

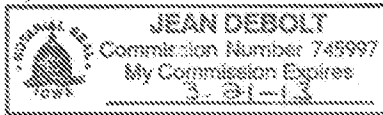


On this ___ day of May, 2010 before me personally appeared John Lindle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Crashed Toys L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Jean Debolt
Notary Public

ACKNOWLEDGMENT OF SALVAGE DIRECT, INC.

STATE OF Iowa)
COUNTY OF Scott) ss.

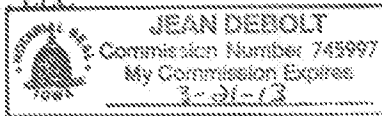


On this ___ day of May, 2010 before me personally appeared John Lindle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Salvage Direct, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Jean Debolt
Notary Public

ACKNOWLEDGMENT OF STORAGE DIRECT, LLC

STATE OF Iowa)
COUNTY OF Scott) ss.



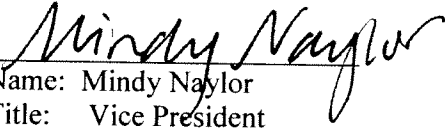
On this ___ day of May, 2010 before me personally appeared John Lindle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Storage Direct, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Jean Debolt
Notary Public

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

ACCEPTED AND AGREED as of the date first above written:

AMALGAMATED BANK,
as Administrative Agent

By: 
Name: Mindy Naylor
Title: Vice President

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.