

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ultra Pro Corporation		03/22/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	2 NORTH LAKE AVENUE
Internal Address:	SUITE 440
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2906541	7GYPSIES
Registration Number:	3145043	97% COMPLETE
Registration Number:	2896029	CHATTERBOX
Registration Number:	2482191	DECK BOX
Registration Number:	2168671	DECK PROTECTOR
Registration Number:	2938691	DECK VAULT
Registration Number:	2143827	
Registration Number:	3108071	DIAMOND CORNER BOX
Registration Number:	2922483	E-LOCK
Registration Number:	3096005	LET'S DUEL!
Registration Number:	3580431	LM LIFE MOMENTS LIVE CAPTURE SHARE
Registration Number:	3289899	ONE-TOUCH
Registration Number:	1760673	REMBRANDT

OP \$515.00 2906541

Registration Number:	3098884	SATIN
Registration Number:	2601735	SCRAPAHOLIC
Registration Number:	1766700	STOR SAFE
Registration Number:	1772960	ULTRA PRO
Registration Number:	1857678	ULTRA PRO
Registration Number:	1687833	ULTRA PRO
Registration Number:	1696941	ULTRA PRO PLATINUM

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8004945225
Email: agency@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G. St NW, Ste 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	L055343
NAME OF SUBMITTER:	Catherine C. Fisk
Signature:	/Catherine C. Fisk/
Date:	09/03/2010

Total Attachments: 15
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**INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING
CREDIT, TERM LOAN AND SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING CREDIT, TERM LOAN AND SECURITY AGREEMENT** ("Supplement"), dated as of March 22, 2010, is made by **ULTRA PRO CORPORATION**, a corporation organized under the laws of the State of California (the "Grantor"), with an address at 6049 Slauson, City of Commerce, CA 90040, in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), with an address at Two North Lake Avenue, Suite 440, Pasadena, California 91101, as agent ("Agent") for itself and the other Lenders (PNC, the other Lenders and Agent shall be referred to collectively and individually, as "Lender") under the Revolving Credit, Term Loan and Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") among Lender and Grantor and the other "Borrowers" identified therein.

RECITALS

A. Concurrently herewith, Grantor, the other Borrowers, Agent and Lender are entering into the Loan Agreement and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"). Pursuant to the Loan Documents, Grantor has granted to Agent a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks, patents, copyrights and other "Collateral" (as defined in the Loan Agreement); and

B. Grantor and Agent desire to supplement the Loan Agreement to make specific reference to the trademarks, patents, copyrights and other intellectual property set forth below. The Loan Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks, patents, copyrights and other intellectual property set forth below are not covered and perfected by any other Loan Documents, including, without limitation, the Loan Agreement.

NOW, THEREFORE, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

I. Grant of Security Interest. Grantor hereby grants to Agent (for the benefit of Agent and Lender) a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the following, whether now existing or hereafter arising, to secure the payment and performance of all "Obligations" (as defined in the Loan Agreement):

(a) All United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all applications for copyright registrations (including applications for copyright registrations of derivative works and compilations)

(collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all license agreements with respect to the Copyrights.

(d) All accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the

foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interests granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Subject to Section 3(f) below, Grantor has no Registered Copyrights except those listed in Exhibit A hereto.

(b) Grantor has no Patents except those listed in Exhibit B hereto.

(c) Grantor has no Trademarks which are registered with the United States Patent and Trademark Office, or for which application for such registration has been made and not been abandoned, except those listed on Exhibit C hereto.

(d) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(e) Grantor shall promptly advise Agent of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor and advise Agent whether any other party has any interest in such Trademark, Patent or Copyright.

(f) Grantor does not, and will not, own or acquire any maskworks, software, computer programs, or other works of authorship, that are registered with the United States Copyright Office (or subject of any application for such registration), except if and to the extent Grantor has: (i) provided Agent with at least 30 days prior written notice thereof (or such fewer number of days, if any, that Agent in its good faith business judgment may permit in writing with respect to any specific proposed registration/application), (ii) provided Agent with a copy of the specific proposed registration/application, and (iii) has executed and delivered to Agent such security agreement(s) and other documentation (in form and substance reasonably satisfactory to Agent) which Agent in its good faith business judgment may require for filing with the United States Copyright Office with respect to such registration or application.

4. Authority to Amend Exhibits. Grantor authorizes Agent and appoints Agent as its attorney to amend or supplement the Exhibits hereto, from time to time at Agent's option, to add Patents, Trademarks, Copyrights, and other intellectual property of Grantor which are not reflected in said Exhibits. All said acts of said attorney are hereby ratified and approved, and said attorney shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or law, unless done maliciously or with gross (not mere) negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment); this power being coupled with an interest is irrevocable while any of the Obligations remain unpaid.

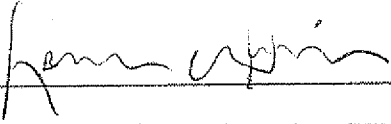
5. General. All terms and conditions of the Loan Agreement shall continue in full force and effect, and Grantor represents and warrants to Agent that all representations and warranties set forth in the Loan Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Loan Agreement and the provisions of the Loan Agreement are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,
AS AGENT

ULTRA PRO CORPORATION

By  _____

Name LAWRENCE WEINSTEIN
VICE PRESIDENT

Title _____

By _____

Name _____

Title _____

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

**PNC BANK, NATIONAL ASSOCIATION,
AS AGENT**

ULTRA PRO CORPORATION

By _____

Name _____

Title _____

By  _____

Name Adam Lerner

Title CEO

UPC Intellectual Property Supplement Signature Page

**TRADEMARK
REEL: 004272 FRAME: 0800**

EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT B

PATENTS

Patents Issued:

<u>Description</u>	<u>Country</u>	<u>Serial #</u>	<u>Filed Date</u>	<u>Patent #</u>	<u>Issue Date</u>	<u>Status</u>
THERMOCONTACT WELDING METHOD AND APPARATUS, AND WELDED PRODUCT	US	07/666,260	03/08/1991	5,266,150	11/30/1993	ISSUED
THERMOCONTACT WELDING METHOD AND WELDED PRODUCT	US	08/120,157	09/10/1993	5,312,507	05/17/1994	ISSUED
CASE FOR THE HOLDING AND DISPENSING OF CARDS	US	29/048,235	12/22/1995	D381,703	07/29/1997	ISSUED
ALBUM AND FABRICATION PROCESS	US	09/461,166	12/14/1999	6,145,882	11/14/2000	ISSUED
SLEEVES AND ALBUM PAGES FOR FLAT ITEMS	US	10/267,155	10/09/2002	6,796,426	09/28/2004	ISSUED
POUCH FOR A COLLECTIBLE CARD PROTECTOR	US	29/159,836	04/29/2002	D477,135	07/15/2003	ISSUED
BOX FOR CONTAINING COLLECTIBLE CARDS	US	29/228,826	04/27/2005	D535,102	01/16/2007	ISSUED
BOX FOR CONTAINING COLLECTIBLE CARDS	US	29/231,542	06/06/2005	D543,453	05/29/2007	ISSUED
CARD HOLDER	US	29/256,965	03/27/2006	D546,400	07/10/2007	ISSUED

Patent Applications:

None


EXHIBIT C
TRADEMARKS


<u>COUNTRY/ OWNER</u>	<u>MARK</u>	<u>STATUS APP. NO./APP. DATE</u>	<u>REG. NO. REG. DATE</u>
Australia Ultra Pro Corporation	ULTRA PRO <i>Ultra</i> • PRO	REGISTERED 613817 10/15/93	613817 10/15/93
Benelux Ultra Pro Corporation	ULTRA PRO <i>Ultra</i> • PRO	REGISTERED 80 001 10/03/05	581954 10/03/95
Canada Ultra Pro Corporation	ULTRA PRO	REGISTERED 0706068 06/01/92	433614 09/23/94
China (via Madrid) Ultra Pro Corporation	ULTRA PRO	REGISTERED A0012610 05/29/08	968099 05/29/08
Croatia (via Madrid) Ultra Pro Corporation	ULTRA PRO	REGISTERED A0012610 05/29/08	968099 05/29/08
CTM (via Madrid) Ultra Pro Corporation	ULTRA PRO	REGISTERED A0012610 05/29/08	968099 05/29/08
Czech Republic (via Madrid) Ultra Pro Corporation	ULTRA PRO	REGISTERED A0012610 05/29/08	968099 05/29/08

<u>COUNTRY/ OWNER</u>	<u>MARK</u>	<u>STATUS APP. NO./APP. DATE</u>	<u>REG. NO. REG. DATE</u>
Denmark Ultra Pro Corporation	ULTRA PRO <i>Ultra</i> • PRO	REGISTERED VA 00917 1997 02/21/97	VR01506 1997 03/28/97
Estonia (via Madrid) Ultra Pro Corporation	ULTRA PRO	REGISTERED A0012610 05/29/08	968099 05/29/08
Finland Ultra Pro Corporation	ULTRA PRO <i>Ultra</i> • PRO	REGISTERED 942261 05/04/94	140610 11/06/95
France Ultra Pro Corporation	ULTRA PRO <i>Ultra</i> • PRO	REGISTERED 95/589333 09/22/95	95,589,333 01/16/95
Germany Ultra Pro Corporation	ULTRA PRO <i>Ultra</i> • PRO	REGISTERED R 55598/16 Wz 04/20/94	2906854 04/20/94
Greece Ultra Pro Corporation	ULTRA PRO <i>Ultra</i> • PRO	REGISTERED 132285 02/19/97	132285 02/19/97
Hong Kong Ultra Pro Corporation	ULTRA PRO (series of marks) <i>Ultra</i> • PRO	REGISTERED 4518/94 04/25/94	1996B07447 04/25/94
Indonesia Ultra Pro Corporation	ULTRA PRO <i>Ultra</i> • PRO	REGISTERED D96 27723 12/16/96	402,591 12/16/96

<u>COUNTRY/ OWNER</u>	<u>MARK</u>	<u>STATUS APP. NO./APP. DATE</u>	<u>REG. NO. REG. DATE</u>
Italy Ultra Pro Corporation	ULTRA PRO <i>Ultra • PRO</i>	REGISTERED TO95C003099 10/13/95	754,908 10/13/95
Japan (via Madrid) Ultra Pro Corporation	ULTRA PRO	REGISTERED A0012610 05/29/08	968099 05/29/08
Korea, North (via Madrid) Ultra Pro Corporation	ULTRA PRO	REGISTERED A0012610 05/29/08	968099 05/29/08
New Zealand Ultra Pro Corporation	ULTRA PRO (series) <i>Ultra • PRO</i>	REGISTERED 231,037 10/14/93	231,037 10/14/93
Norway (via Madrid) Ultra Pro Corporation	ULTRA PRO	REGISTERED A0012610 05/29/08	968099 05/29/08
Russian Federation (via Madrid) Ultra Pro Corporation	ULTRA PRO	REGISTERED A0012610 05/29/08	968099 05/29/08
Singapore (via Madrid) Ultra Pro Corporation	ULTRA PRO	REGISTERED A0012610 05/29/08	968099 05/29/08
Singapore Ultra Pro Corporation	ULTRA PRO <i>Ultra • PRO</i>	REGISTERED B8817/95 09/15/95	T95/08817G 09/15/05
Slovakia (via Madrid) Ultra Pro Corporation	ULTRA PRO	REGISTERED A0012610 05/29/08	968099 05/29/08

<u>COUNTRY/ OWNER</u>	<u>MARK</u>	<u>STATUS APP. NO./APP. DATE</u>	<u>REG. NO. REG. DATE</u>
Slovenia (via Madrid) Ultra Pro Corporation	ULTRA PRO	REGISTERED A0012610 05/29/08	968099 05/29/08
Spain Ultra Pro Corporation	ULTRA PRO <i>Ultra</i> • PRO	REGISTERED 2,074,678 02/17/97	2,074,678 02/17/97
Sweden Ultra Pro Corporation	ULTRA PRO <i>Ultra</i> • PRO	REGISTERED 95011158 10/02/95	312,311 04/26/95
Taiwan Ultra Pro Corporation	ULTRA PRO <i>Ultra</i> • PRO	REGISTERED 83029095 04/21/94	678,007 04/16/95
Taiwan Ultra Pro Corporation	ULTRA PRO <i>Ultra</i> • PRO	REGISTERED 83029096 04/21/94	678122 04/16/95
United Kingdom Ultra Pro Corporation	ULTRA PRO (series of 4) <i>Ultra</i> • PRO ULTRA PRO Ultra PRO Ultra Pro	REGISTERED 1569146 04/18/94	1569146 04/18/94

<u>COUNTRY/ OWNER</u>	<u>MARK</u>	<u>STATUS APP. NO./APP. DATE</u>	<u>REG. NO. REG. DATE</u>
United States Ultra Pro Corporation	7 GYPSIES 7gypsies	REGISTERED 78/299,494 09/12/03	2,906,541 11/30/04
United States Ultra Pro Corporation	97% COMPLETE	REGISTERED 78/713,074 09/14/05	3,145,043 09/19/06
United States Ultra Pro Corporation	CHATTERBOX	REGISTERED 76/150,755 10/20/00	2,896,029 10/19/04
United States Ultra Pro Corporation	DECK BOX	REGISTERED 76/095,668 07/11/00	2,482,191 08/28/01
United States Ultra Pro Corporation	DECK PROTECTOR	REGISTERED Supplemental Register 75086783 04/10/96	2,168,671 06/23/98
United States Ultra Pro Corporation	DECK VAULT	REGISTERED 76533343 07/17/03	2,938,691 04/05/05
United States Ultra Pro Corporation	Design 	REGISTERED 74/671,847 05/09/95	2,143,827 03/17/98
United States Ultra Pro Corporation	DIAMOND CORNER BOX	REGISTERED 78527915 12/06/04	3,108,071 06/20/06

<u>COUNTRY/ OWNER</u>	<u>MARK</u>	<u>STATUS APP. NO./APP. DATE</u>	<u>REG. NO. REG. DATE</u>
United States Ultra Pro Corporation	E-LOCK	REGISTERED 76574613 02/05/04	2,922,483 02/01/05
United States Ultra Pro Corporation	LET'S DUEL	REGISTERED 76508267 04/21/03	3,096,005 05/23/06
United States Ultra Pro Corporation	LM LIFE MOMENTS LIVE. CAPTURE. SHARE. 	REGISTERED 77550,199 08/19/08	3,580,431 02/24/2009
United States Ultra Pro Corporation	ONE-TOUCH	REGISTERED 77056502 12/04/06	3,289,899 09/11/07
United States Ultra Pro Corporation	REMBRANDT (and design) 	REGISTERED 74202444 09/11/91	1,760,673 03/23/93
United States Ultra Pro Corporation	SATIN	REGISTERED 78328860 11/17/03	3,098,884 05/30/06
United States Ultra Pro Corporation	SCRAPAHOLIC	REGISTERED 75786,553 08/27/99	2,601,735 07/30/02
United States Ultra Pro Corporation	STOR SAFE	REGISTERED 74213846 10/17/91	1,766,700 04/20/93
United States Ultra Pro Corporation	ULTRA PRO	REGISTERED 74282914 06/08/92	1,772,960 05/25/93

<u>COUNTRY/ OWNER</u>	<u>MARK</u>	<u>STATUS APP. NO./APP. DATE</u>	<u>REG. NO. REG. DATE</u>
United States Ultra Pro Corporation	ULTRA PRO	REGISTERED 74451504 10/27/93	1,857,678 10/11/94
United States Ultra Pro Corporation	ULTRA PRO and Design <i>Ultra</i> • PRO	REGISTERED 74099634 09/24/90	1,687,833 05/19/92
United States Ultra Pro Corporation	ULTRA PRO PLATINUM	REGISTERED 74135638 02/01/91	1,696,941 06/23/92