

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement (Senior Subordinated Debt)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Merlin International, Inc.		09/16/2010	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>Internal Address:</b>	MD 109047		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3371745	MERLIN INTERNATIONAL	
<b>Registration Number:</b>	3371744	MERLIN INTERNATIONAL	
<b>Registration Number:</b>	3371743	MERLIN INTERNATIONAL INTELLIGENCE INSPIRED	
<b>Serial Number:</b>	77959990	MERLIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)533-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-467-8856		
<b>Email:</b>	behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com		
<b>Correspondent Name:</b>	Vorys, Sater, Seymour and Pease LLP		
<b>Address Line 1:</b>	1909 K Street, NW – 9th Floor		
<b>Address Line 2:</b>	Attn: Richard S. Donnell, Esq.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	5252-687/0769/MERLIN		

**CH \$115.00 3371745**

**900172268**

**TRADEMARK  
 REEL: 004283 FRAME: 0408**

NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	09/23/2010
<b>Total Attachments: 12</b> source=merlinTrademark Security Agreement (senior sub)#page1.tif source=merlinTrademark Security Agreement (senior sub)#page2.tif source=merlinTrademark Security Agreement (senior sub)#page3.tif source=merlinTrademark Security Agreement (senior sub)#page4.tif source=merlinTrademark Security Agreement (senior sub)#page5.tif source=merlinTrademark Security Agreement (senior sub)#page6.tif source=merlinTrademark Security Agreement (senior sub)#page7.tif source=merlinTrademark Security Agreement (senior sub)#page8.tif source=merlinTrademark Security Agreement (senior sub)#page9.tif source=merlinTrademark Security Agreement (senior sub)#page10.tif source=merlinTrademark Security Agreement (senior sub)#page11.tif source=merlinTrademark Security Agreement (senior sub)#page12.tif	

**A FIFTH THIRD BANCORP BANK****TRADEMARK SECURITY AGREEMENT**

(Senior Subordinated Debt)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 16, 2010 (the "Effective Date"), is entered into by and between **MERLIN INTERNATIONAL, INC.**, a Colorado corporation, whose principal place of business and mailing address is 4B Inverness Court East, Suite 100, Englewood, Colorado 80112 (hereinafter "Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation (hereinafter sometimes "Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (hereinafter collectively, "Secured Party"). Debtor hereby grants to Secured Party a continuing security interest in and to, and a Lien on, and hereby assigns to Secured Party as collateral, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

**1. OBLIGATIONS:** The security interest hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Senior Subordinated Credit Agreement dated of even date herewith between Debtor and Lender (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement").

**2. TRADEMARK COLLATERAL:** The collateral in which a security interest and Lien is hereby granted comprises collectively (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications, as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing (all of the foregoing being, collectively, the "Trademark Collateral"). Notwithstanding anything to the contrary in this Agreement, (i) nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement (provided that each such intent-to-use application shall be considered Trademark

Collateral immediately and automatically upon such filing and acceptance), and (ii) this Agreement shall not constitute a grant of a security interest in any rights or interests in any lease, license, contract or agreement to which Debtor is a party to the extent that and for so long as such a grant would, under the terms of such lease, license, contract or agreement, result in: (A) the abandonment, invalidation or unenforceability of any right, title or interest of Debtor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract or agreement (other than to the extent that any such consequences set forth in clause (A) or (B) above would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity), *provided further*, that, in furtherance of the foregoing, Debtor agrees that it shall not amend any lease, license, contract or other agreement in effect as of the date hereof so that the grant of a security interest therein to Secured Party would result in any of the consequences set forth in clause (A) or (B) above; *provided*, that, in the case of clauses (i) and (ii), immediately and automatically upon the ineffectiveness, inapplicability, lapse or termination of any such restriction (collectively, the “Restrictions” and each, a “Restriction”), the Trademark Collateral shall include, and Debtor shall be deemed to have granted a security interest in and other Lien on, all such rights and interests as if such provision had never been in effect; and *provided further*, that notwithstanding any such Restriction, Trademark Collateral shall, to the extent such Restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds and products derived from or in connection with such rights and interests.

**3. DEFINITIONS:** Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. As used herein, the following capitalized terms will have the following meanings:

(a) “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The “Ohio UCC” means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

**4. LICENSES:**

(a) Except for licenses attendant to products and services provided by Debtor in the ordinary course of business, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a “Trademark License”) included in the Trademark Collateral without the prior written consent of Secured Party, which consent will not be unreasonably withheld by Secured Party, and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including, without limitation, the termination provisions in Section 4(b); provided that nothing in this Section shall prevent Debtor

from granting any Trademark License to any Subsidiary of Debtor. Secured Party shall not be under any obligation to consent to a Trademark License unless it is necessary or appropriate in the ordinary course of Debtor's business as presently conducted by it and so long as no Event of Default has occurred.

(b) If an Event of Default has occurred and is continuing, Secured Party shall have the right, whether immediately, after consultation with Debtor, or at any time thereafter, in its sole discretion, to deliver to Debtor and to each licensee under a Trademark License notice terminating the Trademark Licenses, whereupon (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to Debtor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Secured Party's satisfaction or is waived in writing by Secured Party, then, without any further action on the part of Secured Party, the Trademark Licenses will immediately revert with the licensees on the cessation of the Event of Default subject to the terms of this Agreement.

## **5. REPRESENTATIONS AND WARRANTIES:**

To induce Lender to make the Loan and other extensions of credit pursuant to the Loan Documents, Debtor represents to Secured Party that the following statements are, as of the date hereof and as of the date that each representation and warranty set forth in the FTSF Senior Debt Credit Agreement is required to be made or remade pursuant thereto, true:

(a) Except for the security interest hereby granted and as otherwise disclosed in Schedule I, Debtor is and shall be, as to any property which at any time forms a part of the Trademark Collateral, the owner of each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free from any Lien except to the extent, if any, of Permitted Liens;

(b) Debtor has full right to grant the security interest hereby granted;

(c) To Debtor's knowledge, each application for any Trademark is valid, registered or registrable and enforceable. Debtor has notified Secured Party in writing of all prior uses of any item of the Trademark Collateral of which Debtor is aware which would reasonably be expected to lead to such item becoming invalid or unenforceable, including known prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) As of the date of this Agreement, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any material part of the Trademark Collateral except as disclosed on Schedule I or except as otherwise permitted under Section 4(a);

(e) To Debtor's knowledge, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights and, to Debtor's knowledge,

no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(f) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either (i) for the grant by Debtor of the liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor, or (ii) for the perfection of or the exercise by Secured Party of its rights or remedies hereunder.

## **6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS:**

(a) Until the Obligations are fully paid, performed and satisfied (exclusive of any contingent obligations for indemnification for which Secured Party has not given notice of a claim thereof against Debtor) and this Agreement is terminated, Debtor will:

(i) furnish to Secured Party upon Secured Party's request in good faith a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail, and, further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral;

(ii) should it obtain an ownership interest in any Trademark License Rights or Trademarks, which is necessary or reasonably material to the conduct of Debtor's business and is not now identified in Schedule I, (A) Debtor will give prompt written notice to Secured Party, (B) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (C) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this paragraph; Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this paragraph;

(iii) to the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including, without limitation, the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes

entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (A) abandon any registration of or any item of Trademark Collateral or (B) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not necessary in the conduct of Debtor's business;

(iv) notify Secured Party immediately when Debtor learns (A) that any item of the Trademark Collateral necessary to its business may become abandoned or dedicated; or (B) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral necessary to its business;

(v) notify promptly Secured Party, should Debtor become aware that any of the Trademark Collateral necessary to its business is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(vi) not (A) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral, except (1) as expressly permitted by the Credit Agreement or (2) as expressly permitted by this Agreement; or (B) create or suffer to exist any Liens on (subject only to the Lien of FTFSF), or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I or as otherwise expressly permitted by the Credit Agreement;

(vii) will cause the use of reasonable and proper statutory notice in connection with its use of each registered Trademark in its business, except where Debtor determines in its reasonable discretion that the failure to do so will not materially impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark; and

(viii) pay all expenses and reasonable attorneys' fees of Secured Party incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law within 5 days after receipt of an invoice and supporting documentation thereof; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral.

**7. POWER OF ATTORNEY:** Debtor: (a) specifically authorizes Secured Party as its true and lawful attorney in fact to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein and (b) specifically authorizes Secured Party as its true and lawful attorney in fact, upon the occurrence

and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral.

## **8. DEFAULT:**

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, at Secured Party's option:

(i) resort to the rights and remedies available at law, in equity and under the Loan Documents, including, without limitation, the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including, without limitation, (A) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party, (B) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to the Secured Party at a place to be designated by Secured Party; (C) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (D) selling the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after payment in full of all Obligations, only when they are actually received by Secured Party, any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of such Event of Default, (1) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (2) Debtor will supply to Secured Party or its designee Debtor's (I) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (II) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services; and

(ii) without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.



(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to, (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

## 9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement; *provided* that nothing herein or in any of the Loan Documents shall be construed to supersede, or to have merged into, any of the FTSF Senior Debt Documents, all of which will remain in full force and effect. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or the Secured Party's Lien on, the "Collateral" as defined in the Security Agreement, or the Secured Party's rights or remedies respecting the "Collateral."

(g) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(i) This Agreement will terminate ("Termination") on the full performance, payment and satisfaction of the Obligations (exclusive of any contingent obligations for indemnification for which Secured Party has not then given notice of a claim thereof against Debtor). Upon such

Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Secured Party, and Secured Party shall, at Debtor's expense, promptly execute and deliver to Debtor proper documentation acknowledging such release, and shall duly assign and deliver to Debtor such of the Trademark Collateral as has been released and is in the possession of Secured Party, pursuant to one or more instruments of re-conveyance prepared by Secured Party, and shall deliver UCC termination statements with respect to its Liens on the Trademark Collateral.

*[Signature Pages Follow]*

This Agreement is made and dated as of the Effective Date.

**MERLIN INTERNATIONAL, INC.**  
a Colorado corporation

By: James Regele  
James Regele, Chief Operating Officer

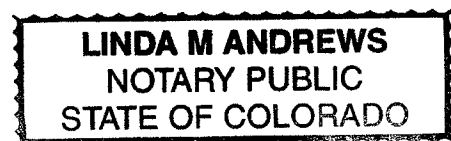
State of Colorado  
County of Arapahoe

On September 13<sup>th</sup>, 2010, before me, Linda M. Andrews, personally appeared James Regele, Chief Operating Officer of Merlin International, Inc., a Colorado corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Linda M. Andrews (Seal)

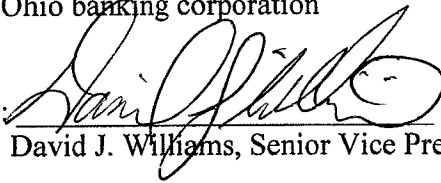


[Signatures Continue on Next Page]

SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT  
(SENIOR SUBORDINATED LOAN)

**TRADEMARK**  
**REEL: 004283 FRAME: 0419**

**FIFTH THIRD BANK,**  
an Ohio banking corporation

By:   
David J. Williams, Senior Vice President

SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT  
(SENIOR SUBORDINATED LOAN)

**TRADEMARK**  
**REEL: 004283 FRAME: 0420**

**SCHEDULE I**

**TRADEMARKS AND LICENSES**

A. Trademarks:

**U.S. Trademarks**

<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>
MERLIN INTERNATIONAL	77/133249	3371745	01/22/2008	LIVE
MERLIN INTERNATIONAL & Design	77/133229	3371744	01/22/08	LIVE
MERLIN INTERNATIONAL INTELLIGENCE INSPIRED	77/133223	3371743	01/22/2008	LIVE
MERLIN (Stylized)	77/959990	N/A	N/A	Published on 08/24/2010

B. Licenses:

Those Trademark License Rights granted to Debtor pursuant to certain reseller agreements, distribution agreements or similar agreements to which Debtor is a party from time to time.