

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Alaniz, LLC		09/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Fifth Third Bank		
Street Address:	222 South Riverside Plaza		
Internal Address:	Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3069132	3D PREMIUMS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(901)577-0812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	901.577.0812		
Email:	trademarks@bakerdonelson.com		
Correspondent Name:	Kristin Dunavant		
Address Line 1:	165 Madison Avenue, Suite 2000		
Address Line 4:	Memphis, TENNESSEE 38103		
ATTORNEY DOCKET NUMBER:	2825111-4SECURITY ALANIZ		
NAME OF SUBMITTER:	Kristin Dunavant		
Signature:	/Kristin Dunavant/		

OP \$40.00 3069132

**900174714**

**TRADEMARK  
 REEL: 004302 FRAME: 0463**

Date:

10/22/2010

Total Attachments: 2

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that, pursuant to Intellectual Property Security Agreement dated as of September 30, 2010, (the "Security Agreement"), by and between the Grantor and FIFTH THIRD BANK ("Lender"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Lender:

TRADEMARKS

MARK	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.
3D PREMIUMS	January 16, 2004	78-357641	March 14, 2006	3,069,132

The Grantor and the Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

ALANIZ, LLC

By: Robert Janes  
Robert Janes, Vice President

GRANTOR

ACKNOWLEDGED AND ACCEPTED:

**FIFTH THIRD BANK**

By: Henry M. Kaminski  
Name: Henry M. Kaminski  
Title: Vice President

STATE OF ARKANSAS  
COUNTY OF PULASKI

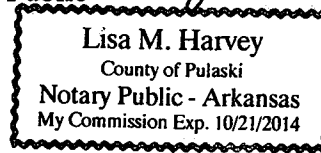
Before me, Lisa M HARVEY, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Robert Janes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Alaniz, LLC, the within-named bargainer, a Delaware limited liability company, and that he, as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

WITNESS my hand and seal at office on this the 11<sup>th</sup> day of October, 2010.

Lisa M Harvey  
Notary Public

My Commission Expires:

10/21/2014



STATE OF ILLINOIS  
COUNTY OF COOK

Before me, Anita McKinley a Notary Public in and for the State and County aforesaid, personally appeared Hank Kowinski, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Vice president of Fifth Third Bank, the within-named bargainer, a Individual, and that he as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal at office, on this the 21 day of October, 2010.

Anita McKinley  
Notary Public

My Commission Expires:

MAY 27, 2013

