

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Henson Company, Inc.		12/02/2010	CORPORATION: VIRGINIA
Neuedge Properties, LLC		12/01/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA

## RECEIVING PARTY DATA

Name:	Sovereign Bank
Street Address:	1500 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19608
Entity Type:	Federal Savings Bank: PENNSYLVANIA

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2238936	QUAD TECH
Registration Number:	2372347	
Registration Number:	2387976	BRUTE
Registration Number:	2849024	NEUEDGE
Registration Number:	2916990	WHAT WINNERS WEAR!
Registration Number:	2952778	ZERO-G
Registration Number:	3318989	EVAPTECH
Registration Number:	3369812	EVAP TECH
Registration Number:	3137694	BRUTE NATIONALS FOLKSTYLE WRESTLING
Registration Number:	3541108	MID-SET

## CORRESPONDENCE DATA

Fax Number: (202)408-3141

900178706

TRADEMARK  
 REEL: 004433 FRAME: 0341

CH \$265.00 2238936

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

Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	608959
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NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	12/14/2010
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Total Attachments: 11

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## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") is made as of this 1<sup>st</sup> day of December, 2010 by HENSON COMPANY, INC., a Virginia corporation, and NEUEDGE PROPERTIES, LLC, a Pennsylvania limited liability company (each a "Grantor," and collectively, "Grantors"), in favor of SOVEREIGN BANK, a federal savings bank ("Lender").

### WITNESSETH

WHEREAS, Grantors have entered into that certain Amended, Restated and Consolidated Loan and Security Agreement with Lender dated as of November 30, 2010 (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantors by Lender;

WHEREAS, each Grantor has granted to Lender, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Lender and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Lender.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

**[SIGNATURES TO APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

~~HENSON~~ COMPANY, INC.

By: 

Name: John Pennell

Title: President

~~NEUE~~DGE PROPERTIES, LLC

By: 

Name: John Pennell

Title: Managing Member

Agreed and Accepted  
As of the Date First Written Above

**SOVEREIGN BANK**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

**HENSON COMPANY, INC.**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NEUEDGE PROPERTIES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**SOVEREIGN BANK**

By:   
Name: CHARLES H. O'DONNELL  
Title: SVP

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

**SCHEDULE 1**

104877.01027/12041321v.3

**TRADEMARK**  
**REEL: 004433 FRAME: 0347**





**COMPANY ACKNOWLEDGMENT**

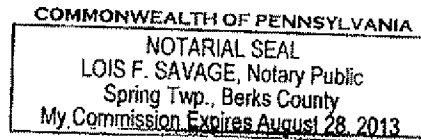
UNITED STATES OF AMERICA :  
STATE OF Pennsylvania : SS  
COUNTY OF Berks :

On this 30 of November, 2010, before me personally appeared John Purnell, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of **HENSON COMPANY, INC.**, a Virginia corporation, and **NEUEDGE PROPERTIES, LLC**, a Pennsylvania limited liability company; that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such companies; and s/he desires the same to be recorded as such.



Notary Public

My Commission Expires:



(ACKNOWLEDGEMENT TO TRADEMARK AGREEMENT)

104877.01027/12041321v.2

**TRADEMARK**  
**REEL: 004433 FRAME: 0349**

## POWER OF ATTORNEY

**HENSON COMPANY, INC.**, a Virginia corporation, and **NEUEDGE PROPERTIES, LLC**, a Pennsylvania limited liability company (each a "Grantor," and collectively, the "Grantors"), each hereby authorize **SOVEREIGN BANK**, its successors and assigns, and any officer or agent thereof (collectively, "Lender"), as lender under that certain Amended, Restated and Consolidated Loan and Security Agreement among Lender and Grantors, dated as of November 30, 2010 (as amended, restated, supplemented or modified from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of each Grantor, with the power to endorse the name of each Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Lender dated the date hereof (as amended, restated, supplemented or modified from time to time, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record each Grantor's interest in any Trademarks or Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of each Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks or Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of any Grantor a Trademark or Patent assignment subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantors hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the other Loan Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

**HENSON COMPANY, INC.**

By: 

Name: John Purnell

Title: President

**NEUEDGE PROPERTIES, LLC**

By: 

Name: John Purnell

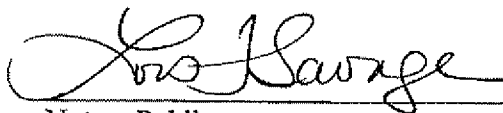
Title: Managing Member

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

**COMPANY ACKNOWLEDGMENT**

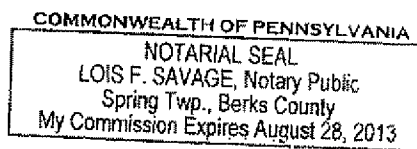
UNITED STATES OF AMERICA :  
STATE OF Pennsylvania : SS  
COUNTY OF Berks :

On this 30 of November, 2010, before me personally appeared John Purnell, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of **HENSON COMPANY, INC.**, a Virginia corporation, and **NEUEDGE PROPERTIES, LLC**, a Pennsylvania limited liability company; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public

My Commission Expires:



(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK SECURITY  
AGREEMENT)

104877.01027/12041321v.2

RECORDED: 12/14/2010

TRADEMARK  
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