

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Union Bank, N.A., as Administrative Agent	FORMERLY Union Bank of California, N.A.	12/16/2010	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Woodside Capital Partners IV, LLC, as Administrative Agent		
Street Address:	25 Mall Road		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	1550945	MAGNETIC STATEMENTS	
Registration Number:	1643849	WE ATTRACT BUSINESS	
Registration Number:	1807609	PROFESSIONAL TOWEL LINE	
Registration Number:	1830941	THE NATURAL	
Registration Number:	1831384	PROFESSIONAL TOWEL MILLS	
Registration Number:	1971962	PHONECARD EXPRESS	
Registration Number:	2124521	TOWEL N' TOTE	
Registration Number:	2385373	PHONECARD EXPRESS	
Registration Number:	2618811	VAGABOND	
Registration Number:	2765955	THE BAG FACTORY	
Registration Number:	3118550	MAGNETS 4 MEDIA	
Registration Number:	3218904	EZ FEED	
Registration Number:	3277699	THE BOSS	
Registration Number:	3303331	INNOVATIONS	

TRADEMARK

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Registration Number:	3615169	MAGNETDOG.COM
Registration Number:	3695271	THE BAG FACTORY
Registration Number:	1194002	BENCHMARK
Registration Number:	1269226	BENCHMARK
Registration Number:	1881671	BENCHMARK EXPRESS HOME FURNISHINGS SUPER STORE!
Registration Number:	2368779	BENCHMARK
Registration Number:	2846772	CRYSTAL BY BENCHMARK
Registration Number:	1704246	INSTA-LAM
Registration Number:	2110882	THIRST QUENCHERS
Registration Number:	2144411	PERFECT XPRESS
Registration Number:	2156468	PERFECT LINE
Registration Number:	3066451	POLYFRESH
Registration Number:	3270149	POLYFRESH-LITE

CORRESPONDENCE DATA

Fax Number: (860)240-2513

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

Phone: 860.240.2935

Email: michelle.fournier@bingham.com

Correspondent Name: Michelle Walters Fournier, RP

Address Line 1: One State Street

Address Line 2: Bingham McCutchen LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Michelle Walters Fournier
Signature:	/Michelle Walters Fournier/
Date:	01/07/2011

Total Attachments: 10

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ASSIGNMENT OF COLLATERAL RIGHTS UNDER SECURITY AGREEMENT

This ASSIGNMENT OF COLLATERAL RIGHTS UNDER SECURITY AGREEMENT (this "Assignment") dated the 16th day of December, 2010, is entered into by and between Union Bank, N.A. (formerly known as Union Bank of California, N.A.), a national banking association, as administrative agent, as assignor (in such capacity, the "Assignor"), and Woodside Capital Partners IV, LLC, a Delaware limited liability company, as administrative agent, as assignee (in such capacity, the "Assignee").

WHEREAS, pursuant to the Security Agreement dated as of July 1, 2002 (as amended, supplemented or otherwise modified from time to time, the "Assigned Agreement"), by and among Magnet, LLC, Benchmark Industries, LLC, Perfect Promotional Products, LLC and MagnetDog Holdings, LLC, as grantors thereunder (collectively, the "Grantors") in favor of Assignor as administrative agent, and as secured party thereunder, Grantors granted to Assignor a security interest in and to all of all of their respective Marks, Patents and Copyrights (as defined below);

WHEREAS, the Assigned Agreement was recorded with the: (i) United States Patent and Trademark Office ("USPTO") Assignment Division (Trademarks) on July 24, 2002 at Reel: 2553 Frame: 0626; January 18, 2005 at Reel: 3113 Frame: 0342; June 02, 2006 at Reel: 3320 Frame: 0918; July 23, 2008 at Reel: 3820 Frame: 0702 and April 16, 2009, at Reel: 3971 Frame: 0826; (ii) USPTO Assignment Division (Patents) on July 24, 2002 at Reel: 013128 Frame: 0051; January 17, 2005 at Reel: 016206 Frame: 0192 and June 6, 2006 at Reel: 017718 Frame: 0080; and (iii) Library of Congress, United States Copyright Office on November 5, 2002 in Volume 3502, D 912, P 1-37 and on July 25, 2008 in Volume 3567 D529, P1-37; said recordings filed against those trademarks, patents and copyrights as listed on Schedules A, B and C, respectively, attached hereto;

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated January 14, 2010 between the Assignor and Assignee, the Assignor sold to the Assignee, and the Assignee purchased from the Assignor, the Loans, Commitments and Transferred Rights (as defined therein) under that certain Amended and Restated Credit Agreement dated as of May 31, 2006 (the "Restated Credit Agreement") among the Grantors, the financial institutions from time to time party thereto, and the Assignor, as administrative agent (such transaction, the "Loan Sale");

WHEREAS, in connection with the Loan Sale and pursuant to that certain Appointment of Agent under Amended and Restated Credit Agreement dated March 31, 2010 by and among the Assignor, the Assignee, the Grantors and each of the lenders signatory thereto, the Assignee was appointed and accepted such appointment as administrative agent under the Restated Credit Agreement;

WHEREAS, the Assignor has agreed to assign to the Assignee, to the extent that the Assignor has any interest therein, its security interest and all of its right, title and interest in each of the Marks, Patents and Copyrights as herein provided; and

WHEREAS, Assignee desires to accept the assignment of all of Assignor's rights and interests in, to the extent that the Assignor has any interest therein, to and under the Assigned Agreement with respect to the Marks, Patents and Copyrights to the same extent as if Assignee had executed the Assigned Agreement.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Marks, Patents and Copyrights. "Marks", "Patents" and "Copyrights" shall have the same definitions as provided in the Assigned Agreement.

2. Assignment. The Assignor hereby transfers, conveys and assigns to Assignee, to the extent that the Assignor has any interest therein, all of the Assignor's rights, title and interest in and to the Marks, Patents and Copyrights together with the goodwill of the business symbolized by the Marks, Patents and Copyrights and the registrations therefor and including all rights to sue and recover for past infringements of said Marks, Patents and Copyrights and the registrations therefor.

3. Acknowledgment and Acceptance. The Assignee hereby acknowledges and accepts the foregoing release and assignment by the Assignor.

4. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

5. Binding Nature. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

[Remainder of page intentionally left blank; next page is signature page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:

UNION BANK, N.A. (formerly known as Union Bank of California, N.A.), as Administrative Agent

By: 

Name: Bette J. McCole

Title: Vice President

STATE OF

COUNTY OF

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)
)
ss.

On this the _____ day of December, 2010, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of Union Bank, N.A., and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Union Bank, N.A. by him/herself as such _____; and as his/her and its free act and deed.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires:


See attached certificate.

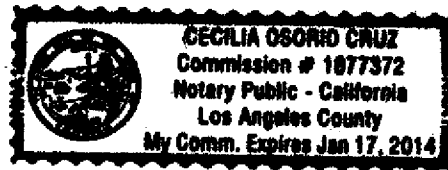
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On DECEMBER 16, 2010 before me, CECILIA O. CRUZ, a Notary Public,
personally appeared BETTE JEAN MCCOLE, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF INJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

WITNESS my hand and official seal.

Signature  (Seal)



ASSIGNEE:

**WOODSIDE CAPITAL PARTNERS IV, LLC,
as Administrative Agent**

By: Woodside Opportunity Partners, LLC,
Its Manager

By: Woodside Capital Management, LLC,
Its Manager

By: 

Name: DAVID RAY

Title: EVP

Schedule A
Trademarks and Trademark Registrations

<u>Owner</u>	<u>Trademark or Service Mark</u>	<u>Registrations --</u> United States Patent and Trademark Office	
		<u>Registration No.</u>	<u>Registration Date</u>
Magnet, LLC	Magnetic Statements	1,550,945	8/8/1989
Magnet, LLC	We Attract Business	1,643,849	5/17/1991
Magnet, LLC	Professional Towel Line	1,807,609	11/30/1993
Magnet, LLC	The Natural	1,830,941	4/12/1994
Magnet, LLC	Professional Towel Mills	1,831,384	4/19/1994
Magnet, LLC	Campcard	1,879,214	2/14/1995
Magnet, LLC	Phonecard Express	1,971,962	4/30/1996
Magnet, LLC	Towel N' Tote	2,124,521	12/23/1997
Magnet, LLC	Phonecard Express	2,385,373	9/12/2000
Magnet, LLC	The Internet Phonecard	2,593,203	7/09/2002
Magnet, LLC	Vagabond	2,618,811	9/10/2002
Magnet, LLC	The Bag Factory	2,765,955	9/16/2003
Magnet, LLC	Magnets 4 Media	3,118,550	7/18/2006
Magnet, LLC	EZ Feed	3,218,904	3/13/2007
Magnet, LLC	The Boss	3,277,699	8/7/2007
Magnet, LLC	Innovations	3,303,331	10/2/2007
Magnet, LLC	MagnetDog.com	3,615,169	5/05/2009
Magnet, LLC	The Bag Factory	3,695,271	10/13/2009
Benchmark Industries, LLC	Benchmark Clock Co.	1,117,647	5/08/1979
Benchmark Industries, Inc.	Benchmark	1,194,002	4/20/1982
Benchmark Industries, Incorporated	Benchmark	1,269,226	3/06/1984
Benchmark Industries, LLC	Benchmark	1,373,693	12/03/1985
Benchmark Industries, Incorporated	Benchmark Express Home Furnishings Super Store!	1,881,671	2/28/1995
Benchmark Industries, LLC	B	1,920,434	9/19/1995
Benchmark Industries, LLC	B	1,932,787	11/07/1995

Benchmark Industries, LLC	Benchmark	1,950,335	1/23/1996
Benchmark Industries, LLC	Design only	2,325,837	3/7/2000
Benchmark Industries, LLC	Cutting Edge Concepts	2,331,659	3/21/2000
Benchmark Industries, Inc.	Benchmark	2,368,779	7/18/2000
Benchmark, LLC	Crystal by Benchmark	2,846,772	5/25/2004
Perfect Promotional Products, LLC	Perfect On-Line	2,028,316	1/7/1997
Perfect Promotional Products, LLC	Super Pro	2,110,883	11/4/1997
Perfect Promotional Products, LLC	Budget Pro	2,134,281	2/3/1998
Perfect Promotional Products, LLC	Adver Vizors	2,134,280	2/3/1998
Perfect Promotional Products, LLC	Insta-Lam	1,704,246	7/28/1992
Perfect Promotional Products, LLC	Thirst Quenchers	2,110,882	11/4/1997
Perfect Promotional Products, LLC	Perfect Xpress	2,144,411	3/17/1998
Perfect Promotional Products, LLC	Perfect Line	2,156,468	5/12/1998
Perfect Promotional Products, Inc.	Polyfresh	3,066,451	3/7/2006
Perfect Promotional Products, L.L.C.	Polyfresh-Lite	3,270,149	7/24/2007

<u>Owner</u>	<u>Trademark or Service Mark</u>	<u>Pending Applications -- United States Patent and Trademark Office</u>	
		<u>Serial No.</u>	<u>Filing Date</u>
Magnet, LLC	Razur by MM Magnets 4 Media The Cutting Edge in Promotional Magnetics	77/472,157	5/12/2008
Magnet, LLC	Razor	78/819,669	2/21/2006

Schedule B

PATENTS ISSUED BY U.S. PATENT AND TRADEMARK OFFICE

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
D344,760	3/1/1994	Ronald Monzyk	Writing pen
D344,759	3/1/1994	Ronald Monzyk	Writing pen
D344,977	3/8/1994	Ronald Monzyk	Writing pen
D344,978	3/8/1994	Ronald Monzyk	Writing pen
D345,176	3/16/1994	Ronald Monzyk	Writing pen
D345,375	3/22/1994	Ronald Monzyk	Writing pen
D364,953	12/12/1995	Peter Bell	Visor
6,153,280	11/28/2000	Robert O. Uffmann	Perforated magnetic card
D438,253	2/27/2001	William Korowitz John M. Melton	Pen and note holder
6,347,469	2/19/2002	Roberta Elizabeth Huellinghoff Darryl Haddox John Melton	Magnetic message display and method of selectively framing messages
D461,504	8/13/2002	David Kagel	Photo frame with memo holder
D470,184	2/11/2003	David Kagel	Memo and pen holder
D477,029	7/8/2003	William Korowitz	Memo holder with pen clip
6,626,389	9/30/2003	David Kagel	Retractable Modem Cord Device with Spinning Display
6,754,937	6/29/2004	Robert Martin	Memo clip with mounting pins
D496,817	10/5/2004	Robert Martin	Key Hook Mail Holder
D501,879	2/15/2005	Robert Martin	Writing Instrument with magnet

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
D505,266	5/24/2005	Robert Martin	Cord Retractor with Screen Sweeper
D 505,697	5/31/2005	Darryl Haddox	Folding Memo Board
6,940,377	9/6/2005	Robert Martin	Multi-Sheet Article Having Removable Portions comprising Magnetized Material
D511,544	11/15/2005	Robert Martin	Writing Instrument with Magnet
D525,520	7/25/2006	Robert Martin	Ribbon Carabiner
D486,519	2/10/2004	Chris R. Hodge	Contoured Grip for Writing Instrument
D486,859	2/17/2004	Chris R. Hodge	Writing Instrument with Contoured Grip
D486,860	2/17/2004	Chris R. Hodge	Compound Grip for Writing Instrument
6,364,237	4/2/2002	David Kagel	Retractable Badgeholder with Spinning Display
6,592,279	7/15/2003	David Kagel	Pop-Up Pen

**PATENTS PENDING WITH U.S. PATENT
AND TRADEMARK OFFICE**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
None			

Schedule C

Copyrights Registered with U.S. Copyright Office

<u>Title</u>	<u>Copyright Claimant:</u>	<u>Copyright Number</u>	<u>Registration Date</u>
Religious clock	Benchmark Industries, LLC	VAu 000104-729	10/16/1986
Baby clock	Benchmark Industries, LLC	VAu 000104-730	10/16/1986
Wedding clock	Benchmark Industries, LLC	VA 0000250-370	10/16/1986
Time & weather station	Benchmark Industries, LLC	VA 0000357-923	05/05/1989
Kitchen clock	Benchmark Industries, LLC	VA 0000357924	05/05/1989
Christopher Columbus clock	Benchmark Industries, LLC	VA 0000462-894	04/03/1991
Red fridays camo ribbon	Magnet, LLC	VA 0001-409-173	05/14/2007

Copyrights Not Registered

<u>Title</u>	<u>Author(s)</u>
None	