

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stout Industries, Inc.		12/27/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Parkside Financial Bank & Trust
Street Address:	8112 Maryland Avenue, Suite 101
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	Financial Trust: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2456131	BUILDING STRONGER BRANDS WORLDWIDE
Registration Number:	2453888	BUILDING STRONGER BRANDS WORLDWIDE
Registration Number:	2453893	BUILDING STRONGER BRANDS WORLDWIDE
Registration Number:	2451898	BUILDING STRONGER BRANDS WORLDWIDE
Registration Number:	2399591	PRESS SIGN COMPANY
Registration Number:	2408102	PRESS SIGN COMPANY
Registration Number:	3319121	SIGHTRACKER
Registration Number:	3344779	SPRINGMASTER
Registration Number:	2474220	STOUT.COM
Registration Number:	2391353	STOUT INDUSTRIES
Registration Number:	3427349	STOUT INDUSTRIES
Registration Number:	3436661	STOUT IMAGING
Registration Number:	1860181	STOUTMARKETING
Registration Number:	2065152	STOUT SIGN COMPANY

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Registration Number:	3379089	STOUT SIGN COMPANY
Registration Number:	2345339	STOUT-LITE
Registration Number:	2395253	STOUT-LITE
Registration Number:	2472761	STOUT-LITE
Registration Number:	1847991	STOUT MARKETING
Registration Number:	3376317	STREETMASTER
Registration Number:	1388015	STREET TALKER

CORRESPONDENCE DATA

Fax Number: (314)621-0506
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314-621-5070
Email: iptm@armstrongteasdale.com
Correspondent Name: David B. Jennings
Address Line 1: 7700 Forsyth Boulevard, Suite 1800
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	28728-24
NAME OF SUBMITTER:	David B. Jennings
Signature:	/DBJ-ATLLP/
Date:	01/26/2011

Total Attachments: 12
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THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT IS GOVERNED BY A CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED OF EVEN DATE HERewith BY AND BETWEEN PARKSIDE FINANCIAL BANK & TRUST AND ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND XXVII, L.L.C. (THE "INTERCREDITOR AGREEMENT")

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "*Agreement*") is made as of the 27th day of December, 2010, by and between **STOUT INDUSTRIES, INC.**, a Delaware corporation, with its chief executive office and principal place of business located at 6425 W. Florissant Avenue, St. Louis, Missouri 63136 ("*Assignor*"), and **PARKSIDE FINANCIAL BANK & TRUST** with an address of 8112 Maryland Ave, Suite 101, St. Louis, Missouri 63105 ("*Lender*").

WHEREAS, Assignor, Stout Properties, LLC, a Missouri limited liability company ("*Properties*"), and Stout Imaging Systems & Solutions, Inc., a Missouri corporation ("*Solutions*") (Assignor, Properties and Solutions are hereinafter collectively referred to as "*Borrower*") have, jointly and severally, executed and delivered to Lender that certain Credit Agreement dated as of even date herewith (the "*Credit Agreement*"), which provides that Lender shall, subject to the terms and conditions thereof, extend credit to or for the benefit of Borrower in an outstanding principal amount not to exceed One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00);

WHEREAS, in connection with the Credit Agreement, Assignor has agreed to grant to Lender a security interest in, and collaterally assign to Lender, certain trademark rights; and

WHEREAS, this Agreement is being executed contemporaneously with the other Loan Documents (as defined in the Credit Agreement) pursuant to which Lender has been granted a security interest in, among other things, all equipment, inventory, accounts, general intangibles, books, records, product specifications, goodwill, customer lists and trade secrets (collectively, the "*Other Assets*") relating to products sold under the Trademark, as defined hereinafter.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Lender as follows:

1. Capitalized Terms. Capitalized terms used and not defined herein shall have the meaning given to them in the Credit Agreement.

2. Grant of Security Interest; Collateral Assignment.

(a) To secure the complete and timely satisfaction of the Obligations, Assignor hereby grants to Lender a continuing security interest in all of its right, title and interest in and to the trademark(s), trade name(s) and servicemark(s) listed on Schedule A attached hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "*Trademark*"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "*Trademark Rights*"), and the goodwill of the business to which the Trademark relates (the "*Associated Goodwill*") (the Trademark, the Trademark Rights, and the Associated Goodwill are collectively called the "*Trademark Collateral*").

(b) In addition to the grant of security interest provided in paragraph 2(a), Assignor hereby assigns and conveys to Lender all of its right, title and interest in and to the Trademark Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default.

3. Representations, Warranties and Covenants of Assignor. Assignor represents, covenants and warrants to Lender that:

(a) The registrations of the Trademark are subsisting and have not been adjudged invalid or unenforceable;

(b) The Trademark is valid and enforceable;

(c) No claim has been made that the use of the Trademark does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens (other than Permitted Liens), charges and the encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and to perform its terms;

(f) Assignor shall use, for the duration of this Agreement, the proper statutory notice in connection with its use of the Trademark;

(g) Assignor shall use for the duration of this Agreement, consistent standards of quality in its manufacture and/or sale of products sold under the Trademark.

4. Inspection Rights. Assignor hereby grants to Lender and its employees, agents and designees the right to visit Assignor's plants and facilities which manufacture, distribute or store products sold under the Trademark, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts reasonably required by Lender to ensure Assignor's compliance with paragraph 3(g) hereof.

5. Further Assurances. Assignor agrees that, until all of the Obligations shall have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

6. Additional Trademarks. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any registrations of any new trademark(s), trade name(s) or servicemark(s) or application(s) therefor, the provisions of paragraph 2 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

7. Modification by Lender. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future registrations of any trademark(s), trade name(s) or servicemark(s), or future application(s) therefor, covered by paragraphs 2 and 5 hereof, without the signature of Assignor to the extent permitted by applicable law.

8. Grant of License to Lender. Assignor hereby presently grants to Lender a license to use the Trademark in connection with the Collateral (as defined in the Credit Agreement), upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral by or to Lender pursuant to the Credit Agreement and/or this Agreement. The license granted in this paragraph 8 may be transferred by Lender, without Assignor's consent, to any successor of Lender, any assignee of Lender, and/or any purchaser or other transferee of any or all of the Collateral. This license may not be revoked until all of the Obligations have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms.

9. Rights of Assignor. Unless and until there shall have occurred an Event of Default, Assignor shall own the title to the Trademark Collateral and shall have the exclusive, nontransferable right to use the Trademark on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any license under the Trademark or the other Trademark Collateral, other than the license to Lender hereunder, without the prior written consent of Lender.

10. Default. If any Event of Default shall have occurred, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the Credit Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located.

11. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Obligations and the Credit Agreement shall be terminated in accordance with its terms, this Agreement shall terminate and Lender shall execute and deliver to Assignor, at Assignor's expense, and without recourse, representation or warranty, all releases, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.

12. Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall, to the extent permitted by applicable law, be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate.

13. Preservation of Trademark Rights. Assignor shall have the duty, through counsel reasonably acceptable to Lender, to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Trademark. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any Trademark without the prior written consent of Lender, which consent shall not be unreasonably withheld. Assignor shall have the right, with the consent of Lender, which consent shall not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the

Trademark, in which event Lender may, if necessary, be joined as a nominal party to such suit so long as Lender is satisfied, in its sole determination, that such joinder will not subject it to any risk of liability. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in the fulfillment of any provision of this paragraph 13.

14. Lender Appointed Attorney-In-Fact. Assignor hereby authorizes and empowers Lender, upon and after the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademark or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to Lender or anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

15. Lender May Act. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name to the extent permitted by applicable law, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in protecting, defending or maintaining the Trademark Collateral or any part thereof.

16. No Waiver. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, under the Credit Agreement or under applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. Rights Cumulative. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

18. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7.

20. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademark Collateral.

21. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the internal laws of the State of Missouri.

22. Headings. The headings contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

23. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute but one and the same instrument.

24. Jury Trial. ASSIGNOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH LENDER ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT.

25. Jurisdiction. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN ST. LOUIS COUNTY, MISSOURI OR FEDERAL COURT IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO ASSIGNOR AT ITS ADDRESS SET FORTH HEREIN AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. ASSIGNOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STOUT INDUSTRIES, INC.

By: Pat J. Conner

Patrick J. Conner, President

PARKSIDE FINANCIAL BANK & TRUST

By: _____

Name: _____

Title: _____

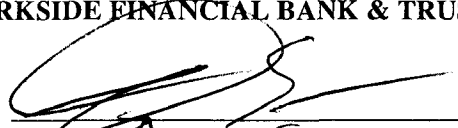
[SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STOUT INDUSTRIES, INC.

By: _____
Name: _____
Its: _____

PARKSIDE FINANCIAL BANK & TRUST

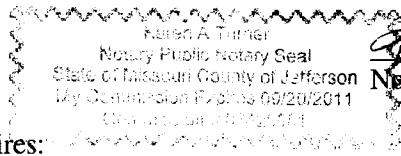
By: 
Name: ANDREW SCHOECK
Title: VP

[SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT]

STATE OF MISSOURI)
) SS.
County OF ST. LOUIS)

On this 23 day of December, 2010, before me, a Notary Public in and for said State, personally appeared Andy Schoeck, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Parkside Financial Bank & Trust, and that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county/city and State aforesaid on the day and year first above written.

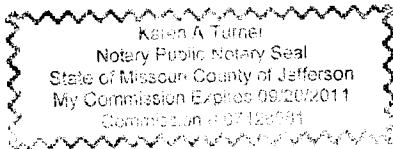
 Karen A. Turner
Notary Public

My Commission Expires: _____

STATE OF MISSOURI)
)
COUNTY OF St. Louis) SS

On this 23 day of December, 2010, before me appeared Patrick J. Conner, to me known to be the person described in and who executed the foregoing instrument, as the President of Stout Industries, Inc., a corporation organized under the laws of the State of Delaware, and acknowledged that he/she executed the same as the free act and deed of said limited liability company and is acting for and on behalf of and as President of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county/city and State aforesaid on the day and year first above written.



Karen A. Turner
Notary Public

My Commission Expires: _____

SCHEDULE A

Trademark

U.S. Registration Number

TRADEMARKS

MARK:	Reg. No./Serial No. Date Issued/Filed.	STATUS
BUILDING STRONGER BRANDS WORLDWIDE (Int. Class 42)	Reg. No. 2,456,131 Issued 0-29-2001	5 th year affidavit - paid 10 year renewal due: 05-20-2011
BUILDING STRONGER BRANDS WORLDWIDE (Int. Class 40)	Reg. No. 2,453,888 Issued 05-22-2001	5 th year affidavit - paid 10 year renewal due: 05-22-2011
BULDING STRONGER BRANDS WORLDWIDE (Int. Class 6)	Reg. No. 2,453,893 Issued 05-22-2001	5 th year affidavit - paid 10 year renewal due: 05-22-2011
BUILDING STRONGER BRANDS WORLDWIDE (Int. Class 40)	Reg. No. 2,451,898 Issued 05-15-/2001	5 th year affidavit - paid 10 year renewal due: 05-15-2011
PRESS SIGN COMPANY (Int. Class 40)	Reg. No. 2,399,591 Issued: 10-31-2000	5 th year affidavit - paid 10 year renewal due: 10-31-2010
PRESS SIGN COMPANY (Int. Class 6)	Reg. No. 2,408,102 Issued: 11-28-2000	5 th year affidavit - paid 10 year renewal due: 11-28-2010
SIGHTTRACKER (Int. Class 42)	Reg. No. 3,319,121 Issued: 10-23-2007	5 th year affidavit due: 10-23-2012 10 year renewal due: 10-23-2017
SPRINGMASTER (Int. Class 40)	Reg. No. 3,344,779 Issued: 11-27-2007	5 th year affidavit due: 11-27-2012 10 year renewal due: 11-27-2017
STOUT.COM (Int. Class 6)	Reg. No. 2,474,220 Issued 07-31-2001	5 th year affidavit - paid 10 year renewal due: 07-31-2011
STOUT INDUSTRIES (Int. Class 40)	Reg. No. 2,391,353 Issued 10-03-2000	5 th year affidavit -paid 10 year renewal due: 10-03-2010
STOUT INDUSTRIES + DESIGN (Int. Class 40)	Reg. No. 3,427,349 Issued: 05-13-2008	5 th year affidavit due: 05-13-2013 10 year renewal due: 05-13-2018
STOUT IMAGING (Int. Class 35)	Reg. No. 3,436,661 Issued: 05-27-2008	5 th year affidavit due: 05-27-2013 10 year renewal due: 05-27-2018

TRADEMARKS

MARK:	Reg. No./Serial No. Date Issued/Filed.	STATUS
STOUT MARKETING (Int. Classes 40 & 42)	Reg. No. 1,860,181 Issued: 10-25-1994	10 th year renewal due: 10-25-2014
STOUT SIGN COMPANY (Int. Class 40)	Reg. No. 2,065,152 Issued: 05-27-1997	10 th year renewal due: 05-27-2017
STOUT SIGN COMPANY + DESIGN (Int. Class 40)	Reg.No. 3,379,089 Issued: 02-05-2008	5 th year affidavit due: 02-05-1013 10 year renewal due: 02-05-2018
STOUT-LITE (Int. Class 42)	Reg. No. 2,345,339 Issued: 04-25-2000	5 th year affidavit - paid 10 year renewal due: 04-25-2010
STOUT-LITE (Int. Class 40)	Reg. No. 2,395,253 Issued: 10-17-2000	5 th year affidavit - paid 10 year renewal due: 10-17-2010
STOUT-LITE (Int. Class 6)	Reg. No. 2,472,761 Issued: 07-31-2001	5 th year affidavit - paid 10 year renewal due: 07-31-2011
STOUT MARKETING (Int. Class 40 & 42)	Reg. No. 1,847,991 Issued: 08/02/1994	10 th year renewal due: 08-02-2014
STREETMASTER (Int. Class 40)	Reg. No. 3,376,317 Issued: 01-29-2008	5 th year affidavit due: 01-29-2013 10 year renewal due: 01-29-2018
STREET TALKER (Int. Class 6)	Reg. No. 1,388,015 Issued: 04-01-1986	10 th year renewal due: 04-1-2016