

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 |
| MMA Warehouse, LLC | | 12/27/2010 | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | First Merit Bank, N.A. | | |
| Street Address: | 678 Lee Street | | |
| City: | Des Plaines | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60016 | | |
| Entity Type: | national banking association: OHIO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3523801 | MMAWAREHOUSE.COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)360-6598 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 3123606000 | | |
| Email: | agoldstein@freebornpeters.com | | |
| Correspondent Name: | Andrew L. Goldstein | | |
| Address Line 1: | 311 S. Wacker Drive | | |
| Address Line 2: | Suite 3000 | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| ATTORNEY DOCKET NUMBER: | 27885-0001 | | |
| NAME OF SUBMITTER: | Andrew L. Goldstein | | |
| Signature: | /alg/ | | |
| Date: | 02/23/2011 | | |

CH \$40.00 3523801

Total Attachments: 4

source=Confirmation Grant of Security Interest in United States Trademarks#page1.tif

source=Confirmation Grant of Security Interest in United States Trademarks#page2.tif

source=Confirmation Grant of Security Interest in United States Trademarks#page3.tif

source=Confirmation Grant of Security Interest in United States Trademarks#page4.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of December 27, 2010 by and from MMA WAREHOUSE, LLC (the "Grantor"), to and in favor of FIRSTMERIT BANK, N.A. (the "Grantee").

WHEREAS, Octagon Holdings, LLC, Grantor, and the Grantee have entered into a Credit Agreement dated December 27, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor has executed that certain Security Agreement dated as of even date herewith (as may be supplemented or amended from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of the Obligations. Upon the payment in full of all Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

MMA WAREHOUSE, LLC

By: PAG III Management, LLC, its Manager

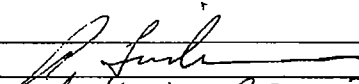

By: 
Its: Authorized Signatory

EXHIBIT A

| Trademark | Ser./Reg./App. No. | Full Goods/Services |
|---|-------------------------------|--|
|  | SN: 77-421507 RN:3,523,801 | International Class 35 – Advertising and Business |