

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest In Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Speedball Art Products Company, L.L.C.		03/07/2011	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	201 N. Tryon Street, Suite 1800
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1888470	SPEEDBALL
Registration Number:	1617265	SPEEDBALL
Registration Number:	1124499	SPEEDBALL
Registration Number:	3853335	SPEEDBALL
Registration Number:	0143048	"SPEEDBALL"
Registration Number:	0384353	SPEEDBALL
Registration Number:	1640928	COLORWHEEL
Registration Number:	1635469	ELEGANT WRITER
Registration Number:	0370594	LINOZIPS
Registration Number:	0795255	PRINTMASTERS
Registration Number:	1359167	SUPER BLACK
Registration Number:	1941824	THE LETTERSHOP
Registration Number:	1552860	NOTESKETCH
Registration Number:	1175096	BIENFANG

OP \$415.00 1888470

Registration Number:	1015280	CANVASETTE
Registration Number:	3660339	CLAY BOSS

CORRESPONDENCE DATA

Fax Number: (704)444-8807
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704-343-2161
Email: geikenberry-wray@mcguirewoods.com
Correspondent Name: Gina Eikenberry-Wray, NCCP
Address Line 1: 201 N. Tryon Street
Address Line 2: McGuireWoods LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	4507290-0184
NAME OF SUBMITTER:	Jennifer Hale Kelly
Signature:	/Jennifer Hale Kelly/
Date:	03/09/2011

Total Attachments: 6
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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("*Agreement*"), dated as of March 7, 2011, is made by **SPEEDBALL ART PRODUCTS COMPANY, L.L.C.**, a Virginia limited liability company (the "*Grantor*"), in favor of Fifth Third Bank (the "*Lender*"), party to that certain Revolving Credit and Term Loan Agreement dated as of March 7, 2011 (the "*Credit Agreement*"), among Speedball Art Products Company, L.L.C. and Speedball Road, LLC, collectively as borrowers, and the Lender.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Grantor is a party to that certain Security Agreement dated as of March 7, 2011 (as amended, supplemented, waived or otherwise modified from time to time, the "*Security Agreement*"), in favor of the Lender; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Lender a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to from time to time make and maintain extensions of credit under the Credit Agreement and the Related Credit Arrangements, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, it granted to the Lender a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto and any and all goodwill associated therewith) and to the extent not otherwise included, all proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than the Borrowers or a Subsidiary of a Borrower for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the

terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

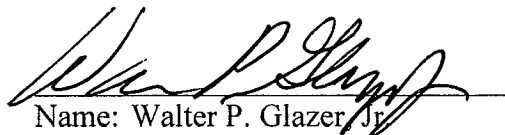
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SPEEDBALL ART PRODUCTS COMPANY, L.L.C.

By:



Name: Walter P. Glazer, Jr.
Title: CEO and Manager

[Signatures Continue on Following Page]

Notice and Confirmation of Grant of Security Interest in Trademarks
Signature Page

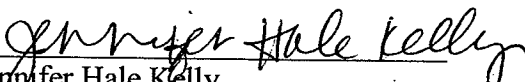
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FIFTH THIRD BANK

By:


Jennifer Hale Kelly
Vice President

SCHEDULE A

TRADEMARKS

<u>Pledgor</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Registration or Filing Date</u>
Speedball Art Products Co., L.L.C.	Speedball	1888470	USA	4/11/1995
Speedball Art Products Co., L.L.C.	Speedball	1617265	USA	10/16/1990
Speedball Art Products Co., L.L.C.	Speedball	1124499	USA	8/28/1979
Speedball Art Products Co., L.L.C.	Speedball	77939626 <i>(application)</i>	USA	2/19/2010 <i>(application)</i>
Speedball Art Products Co., L.L.C.	"Speedball"	0143048	USA	5/24/1921
Speedball Art Products Co., L.L.C.	Speedball (stylized)	0384353	USA	1/14/1941
Speedball Art Products Co., L.L.C.	Colorwheel	1640928	USA	4/9/1991
Speedball Art Products Co., L.L.C.	Elegant Writer	1635469	USA	2/19/1991
Speedball Art Products Co., L.L.C.	Linozips (stylized)	0370594	USA	8/29/1939
Speedball Art Products Co., L.L.C.	Printmasters	0795255	USA	8/31/1965
Speedball Art Products Co., L.L.C.	Superblack	1359167	USA	9/10/1985
Speedball Art Products Co., L.L.C.	The Lettershop	1941824	USA	12/12/1995
Speedball Art Products Co., L.L.C.	NOTESKETCH	1552860	USA	9/22/1989
Speedball Art Products Co., L.L.C.	BIENFANG	1175096	USA	10/27/1981

Speedball Art Products Co., L.L.C.	CANVASETTE	1015280	USA	7/8/1975
Speedball Art Products Co., L.L.C.	CLAY BOSS	3660339	USA	7/28/2009

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