

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
ArchBrook Laguna LLC		12/22/2010	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	GE Capital Commercial Services, Inc.		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2698899	ESEND	
Registration Number:	2578577	BIG CITY EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(404)443-5697		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-343-2328		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Preston Hurrell, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street, N.E., Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2060238-0012 (ARCHBROOK		
NAME OF SUBMITTER:	Latosha E. Allen		
Signature:	/Latosha E. Allen/		

OP \$65.00 2698899

TRADEMARK

Date:

06/08/2011

Total Attachments: 11

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**SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of December 22, 2010, is made by **ARCHBROOK LAGUNA LLC**, a Nevada limited liability company ("ABL") (the "Grantor"), in favor of **GE CAPITAL COMMERCIAL SERVICES, INC.**, a North Carolina corporation ("GE Capital"), acting in its capacity as Agent for the Lenders under the Credit Agreement described below, with offices at 299 Park Avenue, New York, New York 10171 (the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, Expert Warehouse LLC, a Nevada limited liability company ("Expert"), Lehrhoff ABL LLC, a Nevada limited liability company ("Lehrhoff"), the other Borrowers party thereto, ArchBrook Laguna Holdings, LLC ("ArchBrook Holdings"), the other Credit Parties signatory thereto, the lenders party thereto (the "Lenders"), and the Agent, as agent for such Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers; and

WHEREAS, in order to induce the agent and the lenders thereunder to enter into that certain Amended and Restated Credit Agreement dated as of December 31, 2007 (including all annexes, exhibits and schedules thereto and as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Restated Credit Agreement"), and to induce the lenders thereunder to make the loans and to incur the letter of credit obligations as provided for in the Restated Credit Agreement, the Grantor is party to that certain Amended and Restated Intellectual Property Security Agreement, dated as of December 31, 2007 (including all annexes, exhibits and schedules thereto and as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Restated Intellectual Property Security Agreement"), pursuant to which Grantor agreed to grant a continuing lien on certain intellectual property collateral to secure the obligations of Borrowers under the Restated Credit Agreement; and

WHEREAS, pursuant to the Second Amended and Restated Security Agreement dated as of December 22, 2010, (the "Security Agreement") Grantor is required to execute and deliver to Agent, for the benefit of itself and the Lenders, this Agreement which shall amend and restate in its entirety the Restated Intellectual Property Security Agreement; and

WHEREAS, it is the intent of the parties hereto that this Agreement not constitute a novation of the liabilities and obligations existing under the Restated

Intellectual Property Security Agreement and that this Agreement amend and restate in its entirety the Restated Intellectual Property Security Agreement;

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

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to the Agent (for the benefit of itself and the Lenders) a continuing first priority security interest and Lien in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **Representations and Warranties.** Grantor represents and warrants to the Agent and the Lenders that it does not have any interest in, or title to, any Patent,

Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of the Agent (for the benefit of itself and the Lenders) in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or desirable to protect and perfect the Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. Covenants. Grantor covenants and agrees with the Agent that until the Termination Date:

(a) Grantor shall notify the Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Agent prior written notice thereof, and, upon request of the Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Agent) to evidence the Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by the Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify the Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way

material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent (for the benefit of itself and the Lenders) pursuant to the Security Agreement. Grantor and Agent expressly agree that the security interest granted by Grantor under this Agreement and the security interest granted by Grantor under the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Agent or any other Lender of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail. All proceeds of the Agent's exercise of its rights and remedies hereunder or under the Security Agreement or applicable law with respect to all or any of the Intellectual Property Collateral shall be applied in accordance with the terms of the Intercreditor Agreement. The Agent may make distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof.

6. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. Termination. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

9. Governing Law. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

10. Amendment and Restatement; No Novation.

This Agreement constitutes an amendment and restatement of the Restated Intellectual Property Security Agreement effective from and after the date hereof. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the Obligations or any other obligations under the Restated Intellectual Property Security Agreement. The execution and delivery of this Agreement and consummation of the transactions contemplated hereunder is not intended to constitute, nor shall it be construed as constituting, a termination or release of any prior pledge or security interests granted to Agent under the Restated Intellectual Property Security Agreement, but is intended to constitute a restatement and reconfirmation of the prior security interests granted under the Restated Intellectual Property Security Agreement in favor of Agent (for the benefit of the Lenders) in and to the Intellectual Property Collateral.

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IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

ARCHBROOK LAGUNA LLC

By: 

Name: Peter A. Handy

Title: Executive Vice President

ACCEPTED AND ACKNOWLEDGED by:
GE CAPITAL COMMERCIAL SERVICES, INC.,
as Agent

By: _____

Name: _____

Title: Duly Authorized Signatory

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

ARCHBROOK LAGUNA LLC

By: _____
Name: Peter A. Handy
Title: Executive Vice President

ACCEPTED AND ACKNOWLEDGED by:
GE CAPITAL COMMERCIAL SERVICES, INC.,
as Agent

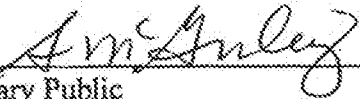
By: Philip E. Carter
Name: Philip E. Carter
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NJ

COUNTY OF Bergen

On this ____ day of December, 2010, before me personally appeared Peter A. Handy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ArchBrook Laguna LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by each of their Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporations.



Notary Public

{seal}

SARAH MCGINLEY
Notary Public of New Jersey
Commission Exp. May 1, 2014

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
NONE			

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
NONE			

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE			

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
ArchBrook Laguna LLC	"ESEND"	2698899	March 18, 2003
ArchBrook Laguna LLC	"BIG CITY EXPRESS"	2578577	June 11, 2002

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
NONE			

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE			

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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NONE

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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NONE

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE