

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
Advertising Specialty Institute, Inc.		06/27/2011	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	The Bancorp Bank
Street Address:	1818 Market Street
Internal Address:	28th Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Serial Number:	77463111	ESP ONLINE
Serial Number:	77882997	ESP ORDERS
Registration Number:	3884184	ESP WEB
Registration Number:	1666703	FASTFIND
Registration Number:	1300526	IDEA SHOWCASE
Registration Number:	0863552	IMPRINT
Registration Number:	2074670	LOGOMALL
Registration Number:	1242811	MEDIA FILE
Registration Number:	2670514	PROFITABLE EMBROIDERER
Registration Number:	2520735	PROMOGRAM
Registration Number:	2074671	PROMOMART
Registration Number:	2537017	PROMOPUBLISHER
Registration Number:	2591591	PROMOSHOP

CH \$1415.00 77463111

Registration Number:	2153175	PROMOSTORE
Registration Number:	1680844	PROMOTION BUYER'S DIGEST
Registration Number:	2791604	PROMOTIONAL PRODUCTS TODAY
Registration Number:	1253747	SOMETHING SPECIAL
Registration Number:	1651183	SPECTRUM
Registration Number:	3710031	STITCHES GOLDEN NEEDLE AWARDS
Registration Number:	1904410	STITCHES MAGAZINE
Serial Number:	77395114	STITCHES U
Serial Number:	77395145	STITCHES UNIVERSITY
Registration Number:	3012780	SUCCESSFUL PROMOTIONS
Registration Number:	1226605	THE COUNSELOR
Registration Number:	1949749	THE GIFT BOOK
Registration Number:	2133483	LOGO SHOP
Registration Number:	1972000	THE PROMOTION BOOK
Registration Number:	3553792	WEARABLES
Registration Number:	2239892	WEARABLES BUSINESS
Serial Number:	77394902	WEARABLES U
Serial Number:	77818385	WEARABLES UNIVERSITY
Registration Number:	0777519	
Registration Number:	2150676	ACE
Registration Number:	3355421	ADVANTAGES
Serial Number:	77395050	ADVANTAGES U
Serial Number:	77395071	ADVANTAGES UNIVERSITY
Registration Number:	3774788	ADVANTAGES UNIVERSITY
Registration Number:	1174139	ADVERTISING SPECIALTY INSTITUTE
Registration Number:	1174140	ADVERTISING SPECIALTY REGISTER
Registration Number:	1747778	AFFORDABLE SOLUTIONS
Registration Number:	1176093	ASI
Registration Number:	2160263	ASI CENTRAL
Registration Number:	1917420	ASI/EDI INC.
Registration Number:	1932477	ASI PROMOTION PRODUCTS INFORMATION CENTER
Registration Number:	1729220	ASI QUARTERLY REGISTER
Registration Number:	2102337	ASI SECURE
Registration Number:	1135751	ASI SPECIALTY ADVERTISING'S TRADE INFORMATION CENTER

Registration Number:	1971645	ASI/EDI
Registration Number:	2165025	ASINTERNET
Registration Number:	2990827	ASK ASI.COM
Registration Number:	2126951	CREDITDIRECT
Registration Number:	2337477	E S P
Registration Number:	1595034	ESP
Registration Number:	3519166	ESP ONLINE
Registration Number:	3670451	ESP ONLINE
Registration Number:	1568929	WORDSEARCH

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Co.- J. Paterson
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	829430
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/29/2011

Total Attachments: 11
source=6-29-11 Advertising Specialty-TM#page1.tif
source=6-29-11 Advertising Specialty-TM#page2.tif
source=6-29-11 Advertising Specialty-TM#page3.tif
source=6-29-11 Advertising Specialty-TM#page4.tif
source=6-29-11 Advertising Specialty-TM#page5.tif
source=6-29-11 Advertising Specialty-TM#page6.tif
source=6-29-11 Advertising Specialty-TM#page7.tif
source=6-29-11 Advertising Specialty-TM#page8.tif
source=6-29-11 Advertising Specialty-TM#page9.tif
source=6-29-11 Advertising Specialty-TM#page10.tif
source=6-29-11 Advertising Specialty-TM#page11.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks and Patents)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks and Patents) (this "Agreement") made as of this 27th day of June, 2011 by Advertising Specialty Institute, Inc., a Pennsylvania corporation (the "Grantor"), in favor of The Bancorp Bank ("Lender"):

WITNESSETH

WHEREAS, Grantor, as borrower (sometimes referred to herein as "Borrower") and Lender are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower by Lender;

WHEREAS, Borrower has granted to Lender a security interest in substantially all of the assets of Borrower including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Borrower's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement and the Loan Documents;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Agreement, the Loan Documents, under the Uniform Commercial Code as now or hereafter in effect in the State of Delaware, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks and Patents (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks and Patents) with or without judicial process upon the occurrence of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto and each patent listed on Schedule II (such trademarks and patents referred to as the "Trademarks" and "Patents" respectively), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement, Grantor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code as now or hereafter in effect in the State of Delaware, may take such action permitted under the Loan Agreement, the Loan Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks and/or Patents covered hereby. Upon an Event of Default under the Loan Agreement, Grantor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lender to use the Trademarks and/or Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and/or Patents to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and/or Patents to anyone else including, without limitation, the power to execute a trademark/patent assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

4. Representations, Warranties and Agreements. Grantor hereby represents and warrants that the Trademarks listed on Schedule I and the Patents listed on Schedule II hereto constitute all Trademarks and Patents owned or registered to Grantor as of the date of this Agreement.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Lender.

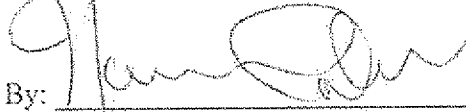
6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF DELAWARE. EACH PARTY HERETO HEREBY IRREVOCABLY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE IN ANY AND ALL ACTIONS AND PROCEEDINGS WHETHER ARISING HEREUNDER OR UNDER ANY OTHER AGREEMENT OR UNDERTAKING. GRANTOR WAIVES ANY OBJECTION WHICH GRANTOR MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. GRANTOR IRREVOCABLY AGREES TO SERVICE OF PROCESS BY CERTIFIED MAIL,

RETURN RECEIPT REQUESTED TO THE ADDRESS OF THE APPROPRIATE PARTY SET FORTH IN THE LOAN AGREEMENT. EACH PARTY HERETO HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ADVERTISING SPECIALTY INSTITUTE, INC.

By: 

Norman Cohn, Director, Chairman and Treasurer

AGREED AND ACCEPTED

THE BANCORP BANK

By: 
Beth N. Packel, First Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS AND PATENTS)]

S-1

TRADEMARK
REEL: 004571 FRAME: 0886

COMPANY ACKNOWLEDGMENT

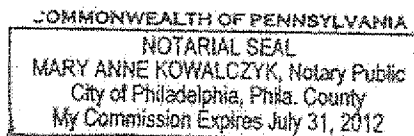
UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On 27th day of June, 2011, before me personally appeared Norman Cohn, to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of Advertising Specialty Institute, Inc., that he/she signed the within Agreement pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and she desires the same to be recorded as such.

Mary Anne Kowalczyk

Notary Public

My Commission Expires: 7/31/12



[NOTARY ACKNOWLEDGMENT - INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS AND PATENTS)]

SCHEDULE I

TRADEMARK REGISTRATIONS

ESP ONLINE	UNITED STATES	77463,111	5/1/2008			Rec'd Notice of Acceptance 8/3/09, reg. to follow
ESP ORDERS	US	771882,997	12/1/2008			PENDING
ESP WEB	US	771883,186	12/1/2009	3884,184	11/30/2010	REGISTERED YES
FAST-FIND	UNITED STATES	74113,575	1/18/1990	1,686,703	12/3/1991	REGISTERED YES
IDEA SHOWCASE	UNITED STATES	73453,004	11/16/1983	1,300,526	10/16/1994	REGISTERED YES
IMPRINT	UNITED STATES	727291,997	2/27/1988	863,552	1/14/1989	REGISTERED YES
LOGOMALL	UNITED STATES	75071,581	3/12/1996	2,074,670	6/24/1997	REGISTERED YES
MEDIA FILE	UNITED STATES	73365,550	5/20/1982	1,242,011	6/21/1983	REGISTERED YES
PROFITABLE EMBROIDERER	UNITED STATES	76069,344	6/13/2000	2,670,514	12/8/2002	REGISTERED YES
PROMOGRAM	UNITED STATES	75701,006	5/7/1988	2,520,735	12/18/2001	REGISTERED YES
PROMOMART	UNITED STATES	75071,582	3/12/1996	2,074,671	6/24/1997	REGISTERED YES
PROMOPUBLISHER	UNITED STATES	75639,203	2/6/1989	2,537,017	2/6/2002	REGISTERED YES
PROMOSHOP	UNITED STATES	76354,561	8/29/2001	2,991,591	7/9/2002	REGISTERED YES
PROMOSTORE	UNITED STATES	75071,583	3/12/1996	2,153,175	4/21/1998	REGISTERED YES
PROMOTION BUYER'S DIGEST	UNITED STATES	74189,069	5/22/1991	1,680,844	3/24/1992	REGISTERED YES
PROMOTIONAL PRODUCTS TODAY	UNITED STATES	75656,980	3/4/1988	2,791,604	12/9/2003	REGISTERED YES
SOMETHING SPECIAL	UNITED STATES	73367,306	6/1/1982	1,253,747	10/11/1983	REGISTERED YES
SPECTRUM	UNITED STATES	74019,347	1/18/1980	1,651,183	7/16/1991	REGISTERED YES
STICHES GOLDEN NEEDLE AWARDS & Design	UNITED STATES	77548,337	8/15/2008	3,710,031	11/19/2009	REGISTERED YES
STITCHES MAGAZINE	UNITED STATES	74555,755	8/1/1994	1,904,410	7/11/1995	REGISTERED
STITCHES U	UNITED STATES	77395,114	2/12/2008	Serial# 77395114	Dead-Oct. 26, 2006	DEAD
STITCHES UNIVERSITY	UNITED STATES	77395,145	2/12/2008			ALLOWED
SUCCESSFUL PROMOTIONS	UNITED STATES	76111,893	9/17/2004	3,012,760	11/8/2005	REGISTERED YES
THE COUNSELOR	UNITED STATES	73247,385	1/24/1980	1,226,805	2/8/1983	REGISTERED YES
THE GIFT BOOK	UNITED STATES	74461,017	11/22/1983	1,849,749	1/16/1986	REGISTERED YES
THE LOGO SHOP	UNITED STATES	76096,464	4/30/1986	2,133,483	12/7/1998	REGISTERED YES
THE PROMOTION BOOK	UNITED STATES	74615,080	12/27/1994	1,972,000	4/30/1996	REGISTERED YES
WEARABLES	UNITED STATES	77473,237	5/13/2008	3,553,792	12/30/2008	REGISTERED YES
WEARABLES BUSINESS	UNITED STATES	75270,783	4/8/1997	2,239,892	4/13/1999	REGISTERED
WEARABLES U	UNITED STATES	77284,802	2/12/2008	Serial# 77394902	Dead-Nov. 9, 2009	DEAD
WEARABLES UNIVERSITY	US	771818,385	9/2/2005	777519	4/20/2010	REGISTERED
WORDSEARCH	UNITED STATES	73779,481	2/8/1989	1,568,929	11/20/1989	REGISTERED

Mark Name	Country	Application #	File Date	Registration #	Registration Date	Status	Registration in File
ACE	UNITED STATES	75259,101	3/18/1997	2,150,876	4/14/1998	REGISTERED	YES
ADVANTAGES	UNITED STATES	77140,269	3/26/2007	3,355,421	12/19/2007	REGISTERED	
ADVANTAGES U	UNITED STATES	77395,050	2/12/2008	Serial# 77395050	Dead-Oct. 19, 2009	DEAD	No
ADVANTAGES UNIVERSITY	UNITED STATES	77395,071	2/12/2008	Serial# 77395071	Dead-Nov. 26, 2009	DEAD	No
ADVANTAGES UNIVERSITY	US	77625,689	9/15/2009	3774788	13-Apr-10	REGISTERED	No
ADVERTISING SPECIALTY INSTITUTE	UNITED STATES	79218,357	6/4/1979	1,174,139	10/20/1981	REGISTERED	YES
ADVERTISING SPECIALTY REGISTER	UNITED STATES	79220,695	6/22/1950	1,174,140	10/20/1981	REGISTERED	YES
AFFORDABLE SOLUTIONS	UNITED STATES	74165,790	5/13/1991	1,747,778	1/19/1993	REGISTERED	YES
ASI	UNITED STATES	79122,039	7/21/979	1,176,093	11/8/1981	REGISTERED	YES
ASI	EUROPEAN UNION (CTM)	302034	6/5/1996	302034	7/8/1998	REGISTERED	
ASI	CANADA	1206522	2/10/2004	TMA742,897	6/29/2009	REGISTERED	
ASI Canada Logo	CANADA	1413236	10/6/2008	TMA759522	2/16/2010	REGISTERED	
ASI Canada Logo (Color)	CANADA	1413232	10/6/2008	TMA759331	2/12/2010	PENDING	
ASI CENTRAL	UNITED STATES	75025,282	3/14/1987	2,160,283	5/25/1998	REGISTERED	YES
ASIEDI INC. and Design	UNITED STATES	74439,759	9/24/1993	1,917,420	9/5/1995	REGISTERED	YES
ASI Marketing Services logo							
ASI PROMOTION PRODUCTS INFORMATION CENTER	UNITED STATES	74401,513	6/14/1993	1,932,477	1/17/1995	REGISTERED	no file / registration
ASI QUARTERLY REGISTER	UNITED STATES	74056,110	5/7/1990	1,729,220	1/31/1992	REGISTERED	YES
ASI SECURE	UNITED STATES	75138,851	7/24/1996	2,102,337	9/30/1997	REGISTERED	YES
ASI SPECIALTY ADVERTISING'S TRADE INFORMATION CENTER (Stylized)	UNITED STATES	76219,821	1/14/1979	1,135,751	9/20/1980	REGISTERED	
ASIEDI	UNITED STATES	74439,760	9/24/1993	1,971,645	4/30/1996	REGISTERED	no file / registration
ASIEDI INC.	UNITED STATES	74439,759	9/24/1993	1,917,420	9/5/1995	REGISTERED	
asicentral.com.mx	UNITED STATES	UNKNOWN	11/6/2006	UNKNOWN	11/6/2006	REGISTERED	
ASINTERNET	UNITED STATES	75071,554	3/12/1996	2,185,025	6/16/1998	REGISTERED	
ASK.ASI.COM	UNITED STATES	76222,101	3/6/2001	2,990,827	9/6/2005	REGISTERED	
ASK.ASI.COM and Design	UNITED STATES	76222,101	3/8/2001	2,990,827	9/6/2005	REGISTERED	
CREDITDIRECT	UNITED STATES	75164,114	10/19/1996	2,126,951	1/6/1998	REGISTERED	YES
ESP	UNITED STATES	75521,207	7/17/1996	2,337,477	4/4/2000	REGISTERED	YES
ESP	UNITED STATES	73917,087	8/4/1989	1,595,034	5/8/1990	REGISTERED	YES
ESP ONLINE	UNITED STATES	77128,499	8/13/2007	3,519,186	10/21/2008	REGISTERED	
ESP ONLINE	US	77463,111	5/12/2008	3,670,451	6/19/2009	REGISTERED	

26

SCHEDULE II

PATENT REGISTRATIONS

NONE

EXHIBIT 1

TRADEMARK/PATENT ASSIGNMENT

WHEREAS, [] (“Grantor”) is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof (“Trademarks”) and (ii) patents listed on Schedule II attached hereto and made a part hereof (“Patents”) which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said [Trademarks/Patents];

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement (Trademarks and Patents) dated June __, 2011 between Grantor, certain of its affiliates and Grantee, all of its present and future right, title and interest in and to the [Trademarks/Patents] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent Assignment to be executed as of the ___ day of _____.

[]

By: _____
Attorney-in-fact

Witness: