

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hanover Capital Partners 2, Ltd.		07/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Second Lien Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1837028	HANOVER CAPITAL	
Registration Number:	2587194	HANOVERTRADE.COM	
Registration Number:	1792931	H	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2023704767		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW Suite 420		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F134508		
NAME OF SUBMITTER:	Courtney Mitchell		

900196052

TRADEMARK
 REEL: 004574 FRAME: 0363

OP \$90.00 1837028

Signature:	/Courtney Mitchell/
Date:	07/01/2011
Total Attachments: 5 source=2nd.lien.HANOVER.Tdmk.to.file#page2.tif source=2nd.lien.HANOVER.Tdmk.to.file#page3.tif source=2nd.lien.HANOVER.Tdmk.to.file#page4.tif source=2nd.lien.HANOVER.Tdmk.to.file#page5.tif source=2nd.lien.HANOVER.Tdmk.to.file#page6.tif	

**Grant of Second Lien Security Interest
in United States Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, HANOVER CAPITAL PARTNERS 2, LTD., a Delaware corporation (the “**Grantor**”) with notice address at 3000 Bayport Drive, Suite 1700, Tampa, Florida 33607, hereby grants to CREDIT SUISSE AG, as Collateral Agent, with principal offices at Eleven Madison Avenue, New York, New York 10010 (the “**Grantee**”), a continuing security interest in all of the Grantor’s right, title and interest in, to and under (i) each United States Mark, including, without limitation, each registered or applied for Mark set forth on Schedule A attached hereto, (ii) each Contract that includes any license of, or other grant of rights to, any Mark or any other trademark or similar intellectual property right of any party to such Contract, including, without limitation, the material Contracts that include any in-bound license of any registered or applied for United States Mark, as set forth on Schedule A attached hereto, (iii) all Proceeds of the foregoing, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to, on or after the date hereof for injury to or infringement, violation or dilution of any of the foregoing or unfair competition regarding the same or for injury to the goodwill associated with any of the foregoing or violation of intellectual property rights in connection with any of the foregoing, including all proceeds and revenues therefrom, in each case, whether now owned or existing or hereafter acquiring or arising (the items described in clauses (i)-(v), collectively, the “**Mark Collateral**”). Notwithstanding the foregoing, in no event shall there be a grant of a security interest in any application for registration of a Mark filed with the United States Patent and Trademark Office (“**PTO**”) on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed and accepted by the PTO, at which time such Mark shall automatically become subject to the security interest pledged.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Second Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 1, 2011 (as amended, modified, restated and/or supplemented from time to time, the “**Security Agreement**”). Upon the occurrence of the Termination Date, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of the Grantor or in the Grantee’s name, from time to time, in the Grantee’s discretion, solely so long as any Event of Default shall have occurred and be continuing, to take with respect

to the Mark Collateral any and all appropriate action which the Grantor might take with respect to the Mark Collateral as permitted in the Security Agreement and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Grant and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Mark Collateral.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

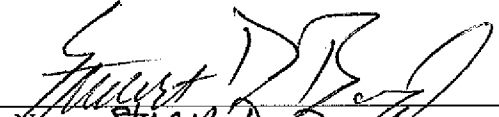
Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, have the meanings provided or provided by reference in the Security Agreement.

This Grant 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 this page intentionally left blank; signature page follows]

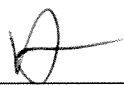
IN WITNESS WHEREOF, the undersigned have executed this Grant as of
the 1st day of July, 2011.

HANOVER CAPITAL PARTNERS 2,
LTD., as Grantor

By 
Name: Stuart D. Boyd
Title: Secretary

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent
and Grantee

By 
Name: ROBERT HETU
Title: MANAGING DIRECTOR

By 
Name: Rahul Parmar
Title: Associate

Schedule A

HANOVER CAPITAL PARTNERS 2, LTD.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
HANOVER CAPITAL	1,837,028	05/17/1994
HANOVERTRADE.COM	2,587,194	07/02/2002
H	1,792,931	09/14/1993

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
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MATERIAL IN-BOUND TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
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