

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GROUP360, INC.		06/30/2011	CORPORATION: DELAWARE
GROUP 360 COMMUNICATIONS, INC.		06/30/2011	CORPORATION: MISSOURI
COLOR ASSOCIATES, INC.		06/30/2011	CORPORATION: MISSOURI

**RECEIVING PARTY DATA**

<b>Name:</b>	ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND MISSOURI III, LLC
<b>Street Address:</b>	7733 Forsyth Boulevard
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63105
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>Name:</b>	ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND XV, LLC
<b>Street Address:</b>	7733 Forsyth Boulevard
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63105
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	74352366	COLOR ASSOCIATES
Serial Number:	75077354	VISIONPOINT
Serial Number:	76196151	GROUP360
Serial Number:	77383564	
Serial Number:	77714785	GROUP24/7
Serial Number:	77714792	GROUP 24/7 WORLDWIDE

CH \$265.00 74352366

Serial Number:	76396411	
Serial Number:	77880015	GROUP360 WORLDWIDE
Serial Number:	85130535	IRTM
Serial Number:	85194330	GROUP 360 WORLDWIDE

**CORRESPONDENCE DATA**

Fax Number: (314)667-3633  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 314-552-6580  
Email: ipdocket@thompsoncoburn.com  
Correspondent Name: Jennifer A. Visintine  
Address Line 1: One US Bank Plaza  
Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Jennifer A. Visintine
Signature:	/Jennifer A. Visintine/
Date:	07/06/2011

**Total Attachments: 12**  
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**THE RIGHTS OF LENDER UNDER THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ARE GOVERNED BY A CERTAIN INTERCREDITOR AGREEMENT DATED AS OF EVEN DATE HEREWITH BY AND AMONG ENTERPRISE BANK & TRUST, ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND MISSOURI III, L.L.C., AND ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND XV, L.L.C., AS THE SAME MAY BE AMENDED FROM TIME TO TIME.**

**TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

**THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (the "Agreement") is made as of June 30, 2011, by and between GROUP360, INC., a Delaware corporation ("Group360"), GROUP360 COMMUNICATIONS, INC., a Missouri corporation ("Communications") and COLOR ASSOCIATES, INC., a Missouri corporation ("Associates" or "Borrower") (Group360, Communications and Associates are collectively and individually referred to herein as "Assignor"), and ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND MISSOURI III, LLC, a Delaware limited liability company ("ACCDF MO III"), and ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND XV, LLC, a Delaware limited liability company ("ACCDF XV") (collectively, ACCDF MO III and ACCDF XV are referred to herein as "Lender"), with an office at 7733 Forsyth Boulevard, St. Louis, Missouri 63105.

**WHEREAS**, Assignor has executed and delivered that certain Credit Agreement dated as of even date herewith (the "Credit Agreement"), by and between Lender and Assignor, evidencing loans from Lender to Borrower in the aggregate principal amount of \$5,500,000; and

**WHEREAS**, in order to induce Lender to execute and deliver the Credit Agreement, Assignor has agreed to grant to Lender a security interest in, and collaterally assign to Lender, certain trademark rights;

**WHEREAS**, this Agreement is being executed contemporaneously with the Credit Agreement under which Lender has been granted a security interest in, among other things, all equipment, inventory, accounts, general intangibles, books, records, product specifications, goodwill, customer lists and trade secrets (collectively, the "Other Assets") relating to products sold under the Trademark, as defined hereinafter; and

**WHEREAS**, the Credit Agreement provides that Lender shall have the right to foreclose on the Trademark Collateral (as defined herein), and the Other Assets, upon the occurrence of an Event of Default, as defined in the Credit Agreement, in order that any owner of the Trademark Collateral may continue the manufacture or distribution of products under the Trademark and maintain substantially the same product specifications and quality as maintained by Assignor.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Lender as follows:

1. Capitalized Terms. Capitalized terms used and not defined herein shall have the meaning given to them in the Credit Agreement.

2. Grant of Security Interest; Collateral Assignment.

(a) To secure the complete and timely satisfaction of the Obligations of Assignor to Lender and all obligations and liabilities of Corporate Guarantor to Lender (collectively with the Obligations, the "Secured Obligations"), Assignor hereby grants to Lender a continuing security

interest in all of its right, title and interest in and to the trademark(s), trade name(s) and servicemark(s) listed on Schedule A attached hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "Trademark"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademark Rights"), and the goodwill of the business to which the Trademark relates (the "Associated Goodwill") (the Trademark, the Trademark Rights, and the Associated Goodwill are collectively called the "Trademark Collateral").

(b) In addition to the grant of security interest provided in paragraph 2(a), Assignor hereby assigns and conveys to Lender all of its right, title and interest in and to the Trademark Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default (as defined in the Credit Agreement).

3. Representations, Warranties and Covenants of Assignor. Assignor represents, covenants and warrants to Lender that:

(a) The registrations of the Trademark are subsisting and have not been adjudged invalid or unenforceable;

(b) The Trademark is valid and enforceable;

(c) No claim has been made that the use of the Trademark does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens, charges and the encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and to perform its terms;

(f) Assignor shall use, for the duration of this Agreement, the proper statutory notice in connection with its use of the Trademark;

(g) Assignor shall use for the duration of this Agreement, consistent standards of quality in its manufacture and/or sale of products sold under the Trademark.

4. Inspection Rights. Assignor hereby grants to Lender and its employees, agents and designees the right to visit Assignor's plants and facilities which manufacture, distribute or store products sold under the Trademark, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts reasonably required by Lender to ensure Assignor's compliance with paragraph 3(g) hereof.

5. Further Assurances. Assignor agrees that, until all of the Secured Obligations shall have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's

obligations under this Agreement, without Lender's prior written consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

6. Additional Trademarks. If, before the Secured Obligations shall have been satisfied in full, Assignor shall obtain rights to any registrations of any new trademark(s), trade name(s) or servicemark(s) or application(s) therefor, the provisions of paragraph 2 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

7. Modification by Lender. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future registrations of any trademark(s), trade name(s) or servicemark(s), or future application(s) therefor, covered by paragraphs 2 and 6 hereof, without the signature of Assignor to the extent permitted by applicable law.

8. Grant of License to Lender. Assignor hereby presently grants to Lender a license to use the Trademark in connection with the Collateral, upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral by or to Lender pursuant to the Credit Agreement and/or this Agreement. The license granted in this paragraph 8 may be transferred by Lender, without Assignor's consent, to any successor of Lender, any assignee of Lender, and/or any purchaser or other transferee of any or all of the Collateral. This license may not be revoked until all of the Secured Obligations have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms.

9. Rights of Assignor. Unless and until there shall have occurred an Event of Default, Assignor shall own the title to the Trademark Collateral and shall have the exclusive, nontransferable right to use the Trademark on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any license under the Trademark or the other Trademark Collateral, other than the license to Lender hereunder, without the prior written consent of Lender.

10. Default. If any Event of Default shall have occurred, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Credit Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located.

11. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Secured Obligations and the Credit Agreement shall be terminated in accordance with its terms, this Agreement shall terminate and Lender shall execute and deliver to Assignor, at Assignor's expense, and without recourse, representation or warranty, all releases, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.

12. Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the

Trademark Collateral, shall, to the extent permitted by applicable law, be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the interest rate then applicable under the Credit Agreement.

13. Preservation of Trademark Rights. Assignor shall have the duty, through counsel reasonably acceptable to Lender, to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Trademark. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any Trademark without the prior written consent of Lender, which consent shall not be unreasonably withheld. Assignor shall have the right, with the consent of Lender, which consent shall not be unreasonably withheld, to bring any opposition, proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademark, in which event Lender may, if necessary, be joined as a nominal party to such suit so long as Lender is satisfied, in its sole determination, that such joinder will not subject it to any risk of liability. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in the fulfillment of any provision of this paragraph 13.

14. Lender Appointed Attorney-In-Fact. Assignor hereby authorizes and empowers Lender, upon and after the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademark or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to Lender or anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

15. Lender May Act. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name to the extent permitted by applicable law, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in protecting, defending or maintaining the Trademark Collateral or any part thereof.

16. No Waiver. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, under the Credit Agreement or under applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. Rights Cumulative. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

18. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7.

20. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademark Collateral.

21. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the internal laws of the State of Missouri.

22. Headings. The headings contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

23. Counterparts; Delivery. This Agreement may be executed in one or more counterparts and may be delivered in the original, by facsimile or electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

24. Jury Trial. ASSIGNOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH LENDER ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT.

25. Jurisdiction. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN ST. LOUIS COUNTY, MISSOURI OR FEDERAL COURT IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO ASSIGNOR AT ITS ADDRESS SET FORTH HEREIN AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. ASSIGNOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

GROUP360, INC., a Delaware corporation

By: *Todd A. Gilderman*  
Name: TODD A. GILDERMAN  
Title: CFO

GROUP360 COMMUNICATIONS, INC., a Missouri corporation

By: *Todd A. Gilderman*  
Name: TODD A. GILDERMAN  
Title: CFO

COLOR ASSOCIATES, INC., a Missouri corporation

By: *Todd A. Gilderman*  
Name: TODD A. GILDERMAN  
Title: CFO

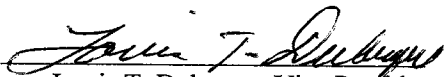
[SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT]



LENDER:

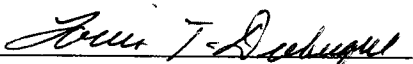
ADVANTAGE CAPITAL COMMUNITY  
DEVELOPMENT FUND MISSOURI III, LLC,

By: Advantage Capital Community Development  
Fund, LLC, its Manager

By:   
Louis T. Dubuque, Vice President

ADVANTAGE CAPITAL COMMUNITY  
DEVELOPMENT FUND XV, LLC,

By: Advantage Capital Community Development  
Fund, LLC, its Manager

By:   
Louis T. Dubuque, Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT]

STATE OF MISSOURI )  
City of St. Louis ) SS  
COUNTY OF )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 22 day of June, 2011, personally appeared Tom Videnau to me known personally, and who, being by me duly sworn, deposes and says that he is the CFO of Group360, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Beverly R Fox  
Notary Public

My commission expires: March 28, 2014



STATE OF MISSOURI )  
 ) SS  
COUNTY OF )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 22 day of June, 2011, personally appeared Tom Videnau to me known personally, and who, being by me duly sworn, deposes and says that he is the CFO of Group360 Communications, Inc., a Missouri corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Beverly R Fox  
Notary Public

My commission expires: March 28, 2014





STATE OF MISSOURI            )  
  ) SS  
COUNTY OF                    )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_\_\_ day of June, 2011, personally appeared \_\_\_\_\_ to me known personally, and who, being by me duly sworn, deposes and says that he is the \_\_\_\_\_ of Color Associates, Inc., a Missouri corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

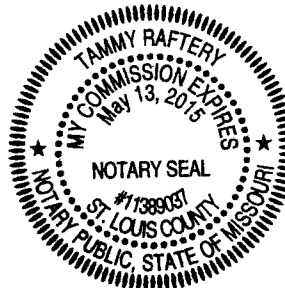
My commission expires: \_\_\_\_\_

STATE OF MISSOURI            )  
  ) SS  
COUNTY OF                    )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 20<sup>th</sup> day of June, 2011, personally appeared Louis T. Dubuque, to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of Advantage Capital Community Development Fund, L.L.C., a Delaware limited liability company, the Manager of Advantage Capital Community Development Fund Missouri III, L.L.C., a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability companies, and said individual acknowledged said instrument to be the free act and deed of said limited liability companies.

Tammy Raftery  
Notary Public

My commission expires: May 13, 2015

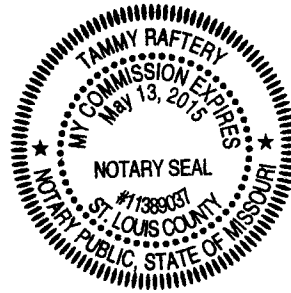


STATE OF MISSOURI            )  
  ) SS  
COUNTY OF                    )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 20<sup>th</sup> day of June, 2011, personally appeared Louis T. Dubuque, to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of Advantage Capital Community Development Fund, L.L.C., a Delaware limited liability company, the Manager of Advantage Capital Community Development Fund XV, L.L.C., a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability companies, and said individual acknowledged said instrument to be the free act and deed of said limited liability companies.

Tammy Raftery  
Notary Public

My commission expires: May 13, 2015



**SCHEDULE A**

1

Group360 Trademarks - Registered/Applications as of June 16, 2011  
COLOR ASSOCIATES

02C108/88 015TM93/02 Registration No.: 1880967 Serial No.:74/352366  
Group 360, Inc. (04/06)

VISIONPOINT

02C108/88 020TM96/02 Registration No.: 2164416 Serial No.:75/077354  
Group360, Inc. (04/06)

GROUP360

02C108/88 035TM00/02 Registration No.: 2743286 Serial No.:76/196151  
Group360, Inc. (04/06)

Group360 Sphere Logo

02C108/88 056TM08/02 Registration No.: 3523637 Serial No.:77/383564  
Group 360, Inc.

GROUP24/7

02C108/88 057TM09/02 Registration No.: Serial No.:77/714785  
Group360, Inc.

GROUP 24/7 WORLDWIDE

02C108/88 058TM09/02 Registration No.: Serial No.:77/714792  
Group360, Inc.

Group360 Sphere Logo

02C108/89 059TM02/02 Registration No.: 2739863 Serial No.:76/396411  
Group360

GROUP360 WORLDWIDE

02C108/89 060TM09/02 Registration No.: 3941592 Serial No.:77/880015  
Group360, Inc.

IRTM

02C108/89 061TM10/02 Registration No.: Serial No.:85/130535  
Group360, Inc.

GROUP 360 WORLDWIDE & design

02C108/89 062TM10/02 Registration No.: Serial No.:85/194330  
Group360, Inc.