

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
Six Red Marbles, LLC		07/08/2011	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BRANCH BANKING AND TRUST COMPANY		
Street Address:	111 S. Calvert Street, Suite 2200		
Internal Address:	Attn: Brandon E. Fitch, Senior Vice President		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85105898	CABANGA	
Serial Number:	85105875	JUBA	
Serial Number:	85105868	SIXREDMARBLES	
Serial Number:	85105885	WAZA	
Registration Number:	3329483	6	
Registration Number:	3324640	BLUEJACKS	
Registration Number:	3329315	SIX RED MARBLES	
Registration Number:	3324599	SIXREDMARBLES	
CORRESPONDENCE DATA			
Fax Number:	(410)385-3700		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4103853847		
Email:	ecarouge@milestockbridge.com		

OP \$215.00 85105898

900196776

TRADEMARK
 REEL: 004580 FRAME: 0317

Correspondent Name: Elysha M. Carouge, Esq.
Address Line 1: 10 Light Street
Address Line 2: Miles & Stockbridge P.C.
Address Line 4: Baltimore, DELAWARE 21202

ATTORNEY DOCKET NUMBER: F134694

NAME OF SUBMITTER: Elysha M. Carouge

Signature: /Elysha M. Carouge/

Date: 07/12/2011

Total Attachments: 11
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Attachment to Recordation Form Cover Sheet (Form PTO-1594)

Conveying Party: Six Red Marbles, LLC

Receiving Party: Branch Banking and Trust Company

Continuation of Section 4, part A (Trademark Application Nos.):

1. 85-105898
2. 85-105875
3. 85-105868
4. 85-105885

Continuation of Section 5, part B (Trademark Registration Nos.):

1. 3,329,483
2. 3,324,640
3. 3,329,315
4. 3,324,599

Continuation of Section 4, part C (Identification or Description of Trademarks):

1. 85-105898 filed August 12, 2010 mark: CABANGA
2. 85-105875 filed August 12, 2010 mark: JUBA
3. 85-105868 filed August 12, 2010 mark: SIXREDMARBLES
4. 85-105885 filed August 12, 2010 mark: WAZA
5. 3,329,483 registered November 6, 2007 mark: 6 and Design
6. 3,324,640 registered October 30, 2007 mark: BLUEJACKS
7. 3,329,315 registered November 6, 2007 mark: SIX RED MARBLES
8. 3,324,599 registered October 30, 2007 mark: SIXREDMARBLES

COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Assignment") is made as of this 8th day of July, 2011, by SIX RED MARBLES, LLC, a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts (the "Assignor"), in favor of BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (the "Lender").

RECITALS

A. The Assignor has applied to the Lender for certain credit facilities (the "Credit Facilities") under the provisions of a certain Loan Agreement dated the date hereof by and among the Lender, the Assignor and certain other borrowers (as amended, restated, supplemented or otherwise modified, the "Loan Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Loan Agreement.

B. The Assignor has adopted and is using or has a bona fide intention to use certain trademarks as listed on SCHEDULE A attached hereto and made a part hereof and has filed applications to register or has obtained registrations for such trademarks also as listed on SCHEDULE A. Unless otherwise clearly indicated by the context, such trademarks, applications, and registrations shall be referred to collectively as the "Trademarks".

C. The Loan Agreement and certain other Loan Documents contain security agreements under which the Assignor has granted to the Lender, a lien on, and security interest in, certain assets of the Assignor associated with or relating to products sold under any one or more of the Trademarks and under which the Lender is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Loan Agreement.

D. The Lender desires to have the interest of the Lender in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations (as defined in the Security Agreement), the Assignor has agreed to assign to the Lender the Trademarks and the goodwill of the business associated therewith; provided, however, that with respect to applications filed under 15 U.S.C. § 1051(b) (the "Intent to Use Applications"), this Assignment is not intended to convey and will not be interpreted to convey to the Lender any right, title, or interest that would violate the provisions of 15 U.S.C. § 1060(a)(1).

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I
ASSIGNMENT

Section 1.1 Rights Conveyed

In consideration of and pursuant to the terms of the Loan Agreement and each of the other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations:

1.1.1 With respect to all of the Trademarks except the Intent to Use Applications, the Assignor hereby grants, assigns and conveys to the Lender all of the Assignor's present and future right, title and interest in and to, and grants to the Lender a security interest in, lien on, and collateral assignment of the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world. The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence and during the continuance of an Event of Default and notice to the Assignor from the Lender, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Lender or in favor of such person as the Lender may designate, and may be the subject of such confirmatory instruments as the Lender may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

1.1.2 With respect to the Intent to Use Applications, the Assignor hereby grants, assigns and conveys to the Lender a security interest therein and lien thereon.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

The Assignor represents and warrants to the Lender, and shall be deemed to represent and warrant to the Lender at the time a Loan is made, that based on the records of the United States Patent and Trademark Office and the corresponding authorities in any state or foreign jurisdiction, and on the Assignor's knowledge:

2.1.1 Each of the registered Trademarks is subsisting, valid, and enforceable in the jurisdiction(s) in which it is registered.

2.1.2 Except as set forth on SCHEDULE B to this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, and each of the Trademarks is free and clear of any liens (other than liens permitted under the Loan Agreement), licenses (other than licenses in the ordinary course of business), and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

2.1.3 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full (other than contingent indemnity obligations for which no claim has been asserted) and all commitments have been terminated or have expired:

3.1.1 It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Lender's rights under this Assignment.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.1.3 If the Assignor acquires rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give the Lender prompt written notice thereof along with an amended SCHEDULE A.

3.1.4 The Assignor shall, at the Lender's request, obtain consents to this Assignment where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the provisions of the Loan Agreement and except to the extent the Assignor determines in its reasonable business judgment that such Trademarks do not need to be maintained in full force and effect, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full (other than contingent indemnification obligations for which no claim has been asserted) and all commitments have been terminated or have expired.

3.2.2 Except as permitted by the provisions of the Loan Agreement, the Assignor shall have the duty to (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full (other than contingent indemnification obligations for which no claim has been asserted) and all commitments have been terminated or have expired, (b) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any, except to the extent the Assignor determines in its reasonable business judgment that such applications or Trademarks do not need to be registered or renewed, and (c) upon reasonable written request of the Lender, to make federal application for registration of registrable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Any

expenses incurred in connection with such applications shall be part of the Enforcement Costs. The Assignor shall not abandon any Trademark without the consent of the Lender.

3.2.3 Prior to the existence of an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Lender may, if necessary, at the Assignor's sole expense, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought subsequent to the existence of an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Lender in the fulfillment of the provisions of this paragraph, except to the extent such damages, costs and expenses result from the Lender's gross negligence or willful misconduct.

3.2.4 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Lender may do so in the Assignor's name or in the Lender's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Lender in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Trademarks, except to the extent such damages, costs and expenses result from the Lender's gross negligence or willful misconduct.

3.2.5 Intentionally deleted.

3.2.6 The Assignor will continue to meet for the duration of this Assignment, consistent standards of quality with respect to products sold or services rendered under the Trademarks comparable to the standards met by Assignor prior to the date of this Assignment.

Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Lender upon demand any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and out-of-pocket and documented legal expenses incurred by the Lender in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Lender's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks.

ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Prior to the existence of an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Trademarks and (b) the Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or

assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as otherwise permitted by the Loan Agreement, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any lien (other than liens permitted under the Loan Agreement) to attach to the license granted to the Assignor in this Section, without the prior written consent of the Lender.

Section 4.2 Certain Lender Rights.

The Assignor hereby covenants and agrees that the Lender, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Maryland, and under any other applicable law, following an Event of Default, upon notice to the Assignor, may terminate the license set forth in Section 4.1 (Assignor Use) and may take such other action permitted hereunder or under the other Loan Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of the existence of an Event of Default, the Assignor upon the occurrence and during the continuance of an Event of Default hereby authorizes and empowers the Lender to make, constitute and appoint any officer of Lender as the Lender may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Lender or in the name of the Assignor or otherwise, for the use and benefit of the Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Loan Agreement, the Loan Documents and other obligations and until all of the Obligations (other than contingent indemnification obligations for which no claim has been asserted) to the Lender are satisfied in full and all commitments have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Loan Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations (other than contingent indemnification obligations for which no claim has been asserted) and termination or expiration of all commitments, this Assignment shall automatically terminate and the Lender shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to release any filings made in accordance herewith and re-vest in the Assignor full title to the Trademarks.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof, and all of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between the Assignor and the Lender or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Lender" under the Loan Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

This Assignment shall be governed by and construed in conformity with the laws of the State of Maryland.

[Signature Appears on Following Page.]

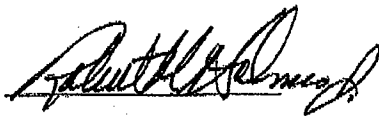
Signature Page to

COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

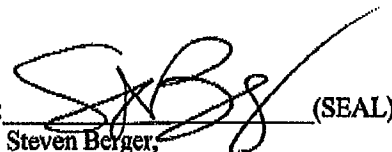
IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

WITNESS OR ATTEST:

SIX RED MARBLES, LLC



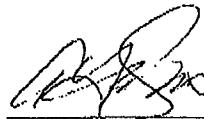
By:

 (SEAL)
Steven Berger,
Chief Financial Officer

ACKNOWLEDGMENT

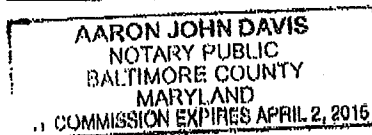
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this ___th day of July, 2011, before me personally appeared Steven Berger, to me known and being duly sworn, deposes and says that he is the Chief Financial Officer of Six Red Marbles, LLC, a Massachusetts limited liability company, the Assignor; that he signed the Assignment as Chief Financial Officer of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.



Notary Public

My Commission Expires: _____



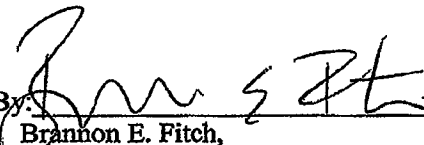
[Lender's Acknowledgment Appears on Following Page.]

Lender's Acknowledgment to

COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

Approved and Accepted:

BRANCH BANKING AND TRUST COMPANY.

By:  (SEAL)
Brannon E. Fitch,
Senior Vice President

SCHEDULE A

LIST OF TRADEMARKS

<u>Trademark Description</u>	<u>U.S./ Foreign Country Serial/Registration No.</u>	<u>Date Registered</u>	<u>Country</u>
6 and Design	3329483	6 November 2007	USA
BlueJacks	3324640	30 October 2007	USA
SIX RED MARBLES	3329315	6 November 2007	USA
SIXREDMARBLER	3324599	30 October 2007	USA

<u>Trademark Application Description</u>	<u>U.S./ Foreign Country Application No.</u>	<u>Date Applied</u>	<u>Country</u>
CABANGA	85105898	12 August 2010	USA
JUBA	85105875	12 August 2010	USA
SIXREDMARBLER	85105868	12 August 2010	USA
WAZA	85105885	12 August 2010	USA

SCHEDULE B

License agreements and licenses entered into in the ordinary course of business from time to time.