

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Infinium Capital Management, LLC		07/13/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, as Administrative Agent		
<b>Street Address:</b>	222 S. Riverside Plaza		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3692300		
<b>Registration Number:</b>	3983778	INFINIUM CAPITAL MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 845-3430		
<b>Email:</b>	kalwa@chapman.com		
<b>Correspondent Name:</b>	Richard Kalwa		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1957893		
<b>NAME OF SUBMITTER:</b>	Richard Kalwa		
<b>Signature:</b>	/richard kalwa/		

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**TRADEMARK**  
 REEL: 004583 FRAME: 0130

Date:

07/14/2011

Total Attachments: 4

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## TRADEMARK COLLATERAL AGREEMENT

This 13<sup>th</sup> day of July, 2011, INFINIUM CAPITAL MANAGEMENT, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 600 W. Chicago Avenue, Suite 300N, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to FIFTH THIRD BANK, an Ohio banking corporation ("*Fifth Third*") with its mailing address at 222 S. Riverside Plaza, Chicago, IL 60606, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Fifth Third acting as such administrative agent and any successor or successors to Fifth Third in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of June 30, 2011, by and between the Debtor and the Secured Party (as the same may be amended, modified or restated from time to time, the "*Security Agreement*"), the terms and provisions of which are incorporated herein by reference.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When an Amendment to Allege Use or a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INFINIUM CAPITAL MANAGEMENT, LLC


By   
Name: Gregory F. Eickbush  
Title: Chief Operating Officer

FIFTH THIRD BANK, as Administrative Agent as  
aforesaid for the Secured Creditors

By   
Name: Michael King  
Title: Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

TITLE	REGISTRATION NO.	REGISTRATION DATE
	3692300	October 6, 2009

Design Only

INFINIUM CAPITAL MANAGEMENT	3983778	June 28, 2011
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