

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
Freedom Innovations, LLC		07/13/2011	LIMITED LIABILITY COMPANY: DELAWARE
Freedom Innovations Holdings, LLC		07/13/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3686894	PLIÉ
Registration Number:	3887334	PROMENADE
Registration Number:	3321040	SENATOR
Registration Number:	3882472	FREEDOM INNOVATIONS
Registration Number:	2950297	RUNWAY
Registration Number:	2946512	RENEGADE
Registration Number:	3321392	HIGHLANDER
Registration Number:	3321391	SIERRA
Registration Number:	3321393	PACIFICA
Registration Number:	3286964	PARYDONN
Registration Number:	3761231	FREEDOM INNOVATIONS

OP \$390.00 3686894

Registration Number:	3326662	SILHOUETTE
Serial Number:	85096104	THRIVE
Serial Number:	85143642	WALKTEK
Serial Number:	77909199	CATAPULT

CORRESPONDENCE DATA

Fax Number: (404)443-5697
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-443-5696
Email: lallen@mcguirewoods.com
Correspondent Name: Gerum Yilma, Esq.
Address Line 1: McGuireWoods LLP
Address Line 2: 1230 Peachtree Street N.E., Suite 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2043774-0005 (FREEDOM)
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	07/21/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 13, 2011, is made by Freedom Innovations, LLC, a Delaware limited liability company and Freedom Innovations Holdings, LLC, a Delaware limited liability company (the "Grantors"), in favor of Madison Capital Funding LLC ("Madison Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 13, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has granted, pursuant to a Guarantee and Collateral Agreement of even date herewith by Grantors and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to Agent a security interest in all of such Grantor's Intellectual Property (as defined therein); other than Excluded Property (as defined therein); and

WHEREAS, each Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the ratable benefit of Lenders, and grants to Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the "Trademark Collateral"):

(a) all of its Trademarks and all licenses providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and each Grantor and the Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FREEDOM INNOVATIONS, LLC,
as Grantor

By: 
Name: Maxnard Parkh-H
Title: President & CEO

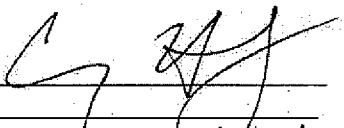
**FREEDOM INNOVATIONS HOLDINGS,
LLC, as Grantor**

By: 
Name: Maxnard Parkh-H
Title: President & CEO

FREEDOM INNOVATIONS
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: _____
Title: Senior Managing Director

FREEDOM INNOVATIONS
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California


County of ORANGE

On 07/12/11 before me, MANJIT ASRANI, PUBLIC NOTARY
(Here insert name and title of the officer)

personally appeared MAYNARD CARLHUFF

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. 



Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

TRADE MARK SECURITY
(Title or description of attached document)

AGREEMENT
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
GRANTOR
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Freedom Innovations, LLC	CTM 8801805	CTM 8,801,805	1/11/10	8/18/10
Freedom Innovations, LLC	CTM 009297995	CTM 9,297,995	8/5/10	3/1/11
Freedom Innovations, LLC	77/412,591	3,686,894	3/4/08	9/22/09
Freedom Innovations, LLC	CTM 007204399	CTM 7,204,399	9/3/08	11/24/09
Freedom Innovations, LLC	77/775,997	3,887,334	7/7/09	12/7/10
Freedom Innovations, LLC	CTM 8414245	CTM 8414245	7/8/09	7/18/10
Freedom Innovations, LLC	78/798,540	3,321,040	1/24/06	10/23/07
Freedom Innovations, LLC	77/939,371	3,882,472	2/18/10	11/30/10
Freedom Innovations, LLC	78/319,194	2,950,297	10/27/03	5/10/05
Freedom Innovations, LLC	76/503,967	2,946,512	4/4/03	5/3/05
Freedom Innovations, LLC	78/846,960	3,321,392	3/27/06	10/23/07
Freedom Innovations, LLC	78/846,957	3,321,391	3/27/06	10/23/07
Freedom Innovations, LLC	78/846,956	3,321,393	3/27/06	10/23/07
Freedom Innovations, LLC	78/716,598	3,286,964	9/20/05	10/30/07
Freedom Innovations, LLC	78/800,041	3,761,231	8/7/09	3/16/10
Freedom Innovations, LLC	78/716,580	3,326,662	9/20/05	10/30/07
Freedom Innovations, LLC	Australia TM 1,343,976	Australia TM 1,343,976	2/5/10	6/18/10
Freedom Innovations, LLC	Japan TM 2010- 8604	Japan TM 5386989	2/5/10	1/28/11
Freedom Innovations, LLC	CTM 8482713	CTM 8,482,713	8/10/09	3/22/10
Freedom Innovations, LLC ¹	CTM 5186821	CTM 5,186,821	7/7/06	6/8/07

¹ Held by Freedom Innovations, Inc. and assigned to Freedom Innovations, LLC under Asset Purchase Agreement, dated as of February 26, 2008.

2. TRADEMARK APPLICATIONS

Grantor	Trademark Application Number	Date of Application
Freedom Innovations, LLC	85/096,104	1/29/10
Freedom Innovations, LLC	Canada TM 1,468,696	2/8/10
Freedom Innovations, LLC	85/143,642	10/1/10
Freedom Innovations, LLC	CTM 9429259	10/7/10
Freedom Innovations, LLC	Brazil TM 830527184	2/5/10
Freedom Innovations, LLC	77/909,199	1/11/10

3. TRADEMARK LICENSES

None.