

**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
Resource Ventures, Ltd.		08/05/2011	LIMITED LIABILITY COMPANY: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	Fifth Third Bank
<b>Street Address:</b>	38 Fountain Square Plaza -- MD 109047
<b>Internal Address:</b>	Attn: Structured Finance Group
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45263
<b>Entity Type:</b>	Banking Corporation: OHIO

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2900278	BRAND LENS
Registration Number:	2438396	BRIGHT SPOTS
Registration Number:	2440697	BLIND SPOTS
Registration Number:	3026107	SHOP & TELL
Registration Number:	3097677	SHOP & TELL
Registration Number:	3038823	10 DEMANDMENTS
Registration Number:	3113434	RESOURCEINTERACTIVE
Registration Number:	3133403	TEN DEMANDMENTS
Registration Number:	3520350	I C
Registration Number:	3520272	ICITIZEN
Registration Number:	3635213	THE OPEN BRAND

**CORRESPONDENCE DATA**

**900199177**

**TRADEMARK  
 REEL: 004600 FRAME: 0436**

**CH \$290.00 2900278**

Fax Number: (202)533-9099  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-467-8856  
Email: behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com  
Correspondent Name: Vorys, Sater, Seymour and Pease LLP  
Address Line 1: P.O. Box 2255 -- IPLAW@VORYS  
Address Line 2: Attn: Richard S. Donnell  
Address Line 4: Columbus, OHIO 43216

ATTORNEY DOCKET NUMBER:	5252-790/0769/RESOURCE
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	08/08/2011

Total Attachments: 5  
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**TRADEMARK SECURITY AGREEMENT**

(Short Form)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 5, 2011 (the "Effective Date"), between **RESOURCE VENTURES, LTD.**, an Ohio limited liability company, whose principal place of business and mailing address is 343 North Front Street, Columbus, Ohio 43215 ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), with offices at 38 Fountain Square Plaza, MD 109047, Cincinnati, Ohio 45263, Attention: Structured Finance Group, is as follows:

This Agreement is executed in connection with: (a) the Credit Agreement dated as of the Effective Date (as may be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the "Credit Agreement") by and between Debtor, Resource Interactive, Ltd., an Ohio limited liability company and Lender and (b) the Trademark Security Agreement dated as of the Effective Date (as may be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the "Security Agreement") executed by Debtor and Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the collateral in which a security interest and Lien is hereby granted and re-granted (collectively, the "Trademark Collateral") comprises the following assets of Debtor, whether now owned or hereafter acquired: (i) all of Debtor's trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (i) being collectively, the "Trademarks"); (ii) all renewals of each of the Trademarks; (iii) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (iv) all rights to sue for past, present and future infringements of any and all Trademarks; (v) all rights corresponding to any and all of the Trademarks throughout the world; (vi) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and registrations and service mark registrations and applications(excluding Intent to Use Applications) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (vii) the goodwill of Debtor's business connected with the use of, and symbolized by the Trademarks.

Notwithstanding anything herein to the contrary, in no event shall Trademark Collateral include, and the grant of a security interest or lien hereunder shall not extend to (i) any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications") any directly held general intangibles (other than payment intangibles), permit, license, or contractual obligation now or hereafter held by Debtor (collectively, "Non-Transferable Collateral") if and for so long such a grant of a security interest in such Non-Transferable Collateral shall, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity, (x) constitute or result in the abandonment,

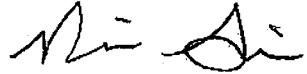
invalidation or unenforceability of any right, title or interest of Debtor therein, (y) constitute or result in a breach or termination pursuant to applicable law or the terms of, or a default under, any such governing document or agreement, or (z) be prohibited or require the consent of any Person other than the Loan Parties and their Affiliates as a condition to the creation of a Lien on such property, so long as such consent has not been obtained; provided, however, that (A) the foregoing restrictions in this paragraph shall not apply to any payment intangibles, and in no event shall any payment intangibles constitute Non-Transferable Collateral, and (B) a security interest in such Non-Transferable Collateral shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability, other restriction or assignment shall be remedied and, to the extent severable, shall attach immediately to any portion of such Non-Transferable Collateral that does not result in any of the consequences specified in clauses (x), (y) or (z) above, including, without limitation, any such portion constituting proceeds of such Non-Transferable Collateral..

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those 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 Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. Nothing herein shall be construed to supersede, or to have merged into, the Security Agreement or any of the Loan Documents, all of which will remain in full force and effect.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

**RESOURCE VENTURES, LTD.**

By:   
Name: Richard A. Smith  
Title: Chief Financial Officer

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
Keith L. Schlegel, Vice President

SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT (SHORT FORM)

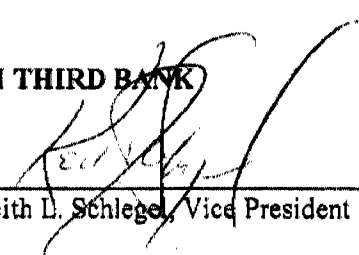
**TRADEMARK**  
**REEL: 004600 FRAME: 0440**

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

**RESOURCE VENTURES, LTD.**

By: \_\_\_\_\_  
Name: Richard A. Smith  
Title: Chief Financial Officer

**FIFTH THIRD BANK**

By:  \_\_\_\_\_  
Keith L. Schlegel, Vice President



SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT (SHORT FORM)

**TRADEMARK**  
**REEL: 004600 FRAME: 0441**

**SCHEDULE I**  
**TRADEMARKS**

**SCHEDULE I**  
**TRADEMARKS AND LICENSES**

1. United States Federally-Registered Trademarks

Mark	Registration No.	Registration Date
BRAND LENS	2,900,278	11/2/2004
BRIGHT SPOTS	2,438,396	3/27/2001
BLIND SPOTS	2,440,697	4/3/2001
SHOP & TELL (Words Only)	3,026,107	12/13/2005
	3,097,677	5/30/2006
10 DEMANDMENTS	3,038,823	1/10/2006
 RESOURCE INTERACTIVE	3,113,434	7/11/2006
TEN DEMANDMENTS	3,133,403	8/22/2006
	3,520,350	10/21/2008
ICITIZEN	3,520,272	10/21/2008
THE OPEN BRAND	3,635,213	6/9/2009

2. State and Common Law Trade Names and Trademarks

Ohio Registered Trade Name: Resource Interactive

3. Trademark Licenses

None.