

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Top Ten Imports, LLC		09/02/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Penn Mezzanine, L.P.		
Street Address:	435 Devon Park Drive		
Internal Address:	700 Building		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3654284	IHEATER	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
Phone:	214-758-1509		
Email:	vwalker@pattonboggs.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Vicky Walker, c/o Patton Boggs LLP		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	029115.0103		
NAME OF SUBMITTER:	Vicky Walker, Paralegal Specialist		
Signature:	/Vicky Walker/		

OP \$40.00 3654284

Date:

09/14/2011

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 2, 2011 by and between PENN MEZZANINE, L.P. ("Purchaser") and TOP TEN IMPORTS, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Purchaser has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Subordinated Note and Warrant Purchase Agreement by and among Purchaser, Top Ten Holdings, LLC and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement"; capitalized terms used herein are used as defined in the Purchase Agreement). Purchaser is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Purchaser a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, Grantor has granted to Purchaser a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Purchase Agreement and all other agreements now existing or hereafter arising between Grantor and Purchaser, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Purchase Agreement and under any other agreement now existing or hereafter arising between Grantor and Purchaser, Grantor grants and pledges to Purchaser a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Purchaser under the Purchase Agreement. The rights and remedies of Purchaser with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the other Loan Documents, and those which are now or hereafter available to Purchaser as a matter of law or equity. Each right, power and remedy of Purchaser provided for herein or in the Purchase Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Purchaser of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Purchaser, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

6902 Hawthorn Park Drive
Indianapolis, IN 46220

Attn: Chief Executive Officer

TOP TEN IMPORTS, LLC
a Delaware limited liability company

By:


Jeffrey R. Larson, Manager

PURCHASER:

Address of Purchaser:

435 Devon Park Drive
700 Building
Wayne, PN 19087

Attn: Mr. Don K. Rice

PENN MEZZANINE, L.P.

By: Penn Mezzanine Partners GP, L.P.
Its: General Partner

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

6902 Hawthorn Park Drive
Indianapolis, IN 46220

Attn: Chief Executive Officer

TOP TEN IMPORTS, LLC
a Delaware limited liability company

By: _____
Jeffrey R. Larsen, Manager

PURCHASER:

Address of Purchaser:

435 Devon Park Drive
700 Building
Wayne, PN 19087

Attn: Mr. Don K. Rice

PENN MEZZANINE, L.P.

By: Penn Mezzanine Partners GP, L.P.
Its: General Partner

By: _____
Name: Don K. Rice
Title: Managing Partner

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Heater	29/354,478	January 25, 2010
Heater (red vent)	29/363,438	June 6, 2010

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
iHeater (US Trademark)	3,654,284	July 14, 2009
iHeater (Canadian Trademark)	TMA78338	November 25, 2010