# 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
Henson Company, Inc.		09/01/2011	CORPORATION: VIRGINIA
Neuedge Properties, LLC		109/01/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA

# **RECEIVING PARTY DATA**

Name:	Sovereign Bank
Street Address:	1500 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19608
Entity Type:	federal savings bank: PENNSYLVANIA

#### PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	75646994	
Serial Number:	75865755	BRUTE
Serial Number:	76496806	NEUEDGE
Serial Number:	76547090	WHAT WINNERS WEAR!
Serial Number:	76549553	ZERO-G
Serial Number:	76596864	EVAPTECH
Serial Number:	76596865	EVAP TECH
Serial Number:	76643266	BRUTE NATIONALS FOLKSTYLE WRESTLING
Serial Number:	77214145	MID-SET
Serial Number:	77786091	RADICAL OFF-AXIS
Serial Number:	77786129	OFF-AXIS
Serial Number:	85152647	EVOLVE LACROSSE

#### **CORRESPONDENCE DATA**

 Fax Number:
 (703)836-2787

 Phone:
 703-836-6400

 Email:
 email@oliff.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Oliff & Berridge, PLC
Address Line 1: P O. Box 320850

Address Line 4: Alexandria, VIRGINIA 22320-4850

ATTORNEY DOCKET NUMBER:	150600
NAME OF SUBMITTER:	William P. Berridge
Signature:	/William P. Berridge/
Date:	09/19/2011

Total Attachments: 11 source=CQ2595#page1.tif source=CQ2595#page2.tif source=CQ2595#page3.tif source=CQ2595#page4.tif source=CQ2595#page5.tif source=CQ2595#page6.tif source=CQ2595#page7.tif source=CQ2595#page8.tif source=CQ2595#page9.tif source=CQ2595#page10.tif source=CQ2595#page11.tif

# AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT ("Agreement") is made as of this 1<sup>st</sup> day of September, 2011 by HENSON COMPANY, INC. ("Henson"), a Virginia corporation, and NEUEDGE PROPERTIES, LLC ("Neuedge"), a Pennsylvania limited liability company (each a "Grantor", and collectively, "Grantors"), in favor of SOVEREIGN BANK, a federal savings bank ("Lender").

#### Background

Henson has entered into that certain Amended and Restated Loan and Security Agreement with Lender dated as of September 1, 2011 (as amended, restated, supplemented or modified from time to time, the "Henson Loan Agreement") providing for the extensions of credit to be made to Henson by Lender.

Neuedge has entered into that certain Amended and Restated Loan and Security Agreement with Lender dated as of September 1, 2011 (as amended, restated, supplemented or modified from time to time, the "Neuedge Loan Agreement") providing for the extensions of credit to be made to Neuedge by Lender.

The Henson Loan Agreement and the Neuedge Loan Agreement are sometimes hereinafter collectively referred to as the "Loan Agreements".

Each Grantor has granted to Lender a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the respective Loan Agreements.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

- 1. <u>Incorporation of Loan Agreement</u>. The Loan Agreements and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreements.
- 2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreements, each Grantor hereby grants to Lender and hereby reaffirms its prior grant pursuant to the Loan Agreements of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

general.

- (i) each trademark, trademark application, patent and patent application listed on <u>Schedule 1</u> annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.
- 3. <u>Covenants</u>. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Lender.
- 4. <u>Representations and Warranties</u>. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on <u>Schedule I</u> attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantors first written above.	s have duly executed this Agreement as of the date
GRANTORS:	HENSON COMPANY, INC.
	By:
	Attest: Secretary
	NEUEDGE PROPERTIES, LLC
	By:
	Attest: Title:
Agreed and accepted as of the 1st day of Sep	stember, 2011
	SOVEREIGN BANK
	By: Rohan Burter Title: SENIOR VICE PRESIDENT
	Attest: Title: W

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantors I first written above.	have duly executed this Agreement as of the dat
GRANTORS:	By John Jurnell, President
	Secretary
	NEUEDGE PROPERTIES LLC
	By: Title Resident August Title:
Agreed and accepted as of the 1st day of Septe	mber, 2011.
	SOVEREIGN BANK
	By:
	Aftest:

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

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sign         76/586,865         3,369,812         10         1/13/2006         9/6/2014           2406047US1AT         77/214,145         3,541,106         10         12/2/2006         9/6/2014           2406051US1AT         77/214,145         3,541,106         10         12/2/2003         12/2/2013           2406052US1AT         2406053US1AT         2406053US1AT         2406053US1AT         2406053US1AT		12406008US1AT	76/596,864		9	10/23/2007		7107/57/01		7/15	2018		
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#### COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA STATE OF PENNSYLVANIA

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COUNTY OF BERKS

On this 1<sup>st</sup> day of September, 2011, before me personally appeared JOHN W. PURNELL, who acknowledged himself to be the President of HENSON COMPANY, INC., a Virginia corporation, and that he as such officer and being authorized to do so, executed the foregoing Amended and Restated Trademark and Patent Security Agreement for the purposes therein pursuant to the authority vested in him by law; that the foregoing Amended and Restated Trademark and Patent Agreement is the voluntary act of such Corporation, and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

COMMONWEAL THOP PENNSYLVANIA

NOTARIAL SEAL LOIS F SAVAGE, Notary Public Spring Twp., Berks County My Commission Expires August 28, 2013

COMPANY ACKNOWLEDGMEN'T

UNITED STATES OF AMERICA:

STATE OF PENNSYLVANIA

SS

COUNTY OF BERKS

On this 1<sup>st</sup> day of September, 2011, before me personally appeared JOHN W. PURNELL, who acknowledged himself to be a Member of NEUEDGE PROPERTIES, LLC, a Pennsylvania limited liability company, and that he as such officer and being authorized to do so, executed the foregoing Amended and Restated Trademark and Patent Security Agreement for the purposes therein pursuant to the authority vested in him by law; that the foregoing Amended and Restated Trademark and Patent Agreement is the voluntary act of such Limited Liability Company, and he desires the same to be recorded as such.

IN WIINESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

COMMONWEST TH OF PENNSYLVANIA

NOTARIAL SEAL LOIS F. SAVAGE, Notary Public Spring Tryp., Berks County

My Commission Explins August 28, 2019

#### POWER OF ATTORNEY

HENSON COMPANY, INC. ("Henson"), a Virginia corporation, and NEUEDGE PROPERTIES, LLC ("Neuedge"), a Pennsylvania limited liability company (each a "Grantor", and collectively, the "Grantors"), each hereby authorize SOVEREIGN BANK, a federal savings bank, its successors and assigns, and any officer or agent thereof (collectively, "Lender"), as lender under that certain Amended and Restated Loan and Security Agreement between Lender and Henson dated as of the date hereof and under that certain Amended and Restated Loan and Security Agreement between lender and Neuedge dated as of the date hereof (as amended, restated, supplemented or modified from time to time, collectively, the "Loan Agreements"), following the occurrence and during the continuance of an Event of Default (as defined in the Henson Loan Agreement) as the true and lawful attorney-in-fact of each Grantor, with the power to endorse the name of each Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Amended and Restated Trademark and Patent Security Agreement between Grantors and Lender dated the date hereof (as amended, restated, supplemented or modified from time to time, the "Amended and Restated Trademark and Patent Security Agreement"), including, without limitation, the power to record each Grantor's interest in any Trademarks or Patents (as defined in the Amended and Restated Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of each Grantor a supplement to the Amended and Restated Trademark and Patent Security Agreement, to use the Trademarks or Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of any Grantor a Trademark or Patent assignment subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreements.

Grantors hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Amended and Restated Trademark and Patent Security Agreement, the Loan Agreements and the other Loan Documents.

This Power of Attorney shall be irrevocable for the life of the Amended and Restated Trademark and Patent Security Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the Grantors have caused this Power of Attorney to be executed as ofthe date stated above.

GRANTORS:

HENSON COMPANY, ACC

John Myamell, Presideny

1201-40-4

NEUROGEAROPERTIES, LLC

8v:

Allost

Title Scottmay

Agreed and accepted as of the 1st day of September, 2011.

SOVEREIGN BANK

By:

Ades::

Title

[SIGNATURE PAGE TO POWER OF ATTORNEY]

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IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the Grantors have caused this Power of Attorney to be executed as ofthe date stated above.

GRANTORS:	HENSON COMPANY, INC.
	By:
	John J. Purnell, President
	Attest:
	Secretary
	NEUEDGE PROPERTIES, LLC
	By:
	Title:
	Attest:
	Title:
Agreed and accepted as of the 1st day of Sep	otember, 2011.
	SOVEREIGN BANK
	By: Ruber Bushey Title: JEnior Vice PRESIDENT
	Title: JENIOR VICE PRESIDENI-
	Attest: Title: Title:

[SIGNATURE PAGE TO POWER OF ATTORNEY]

# COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA

STATE OF PENNSYLVANIA

SS

COUNTY OF BERKS

On this 1st day of September, 2011, before me personally appeared JOHN W. PURNELL, who acknowledged himself to be the President of HENSON COMPANY, INC., a Virginia corporation, and that he as such officer and being authorized to do so, executed the foregoing Power of Attorney for the purposes therein pursuant to the authority vested in him by law; that the foregoing Power of Attorney is the voluntary act of such Corporation, and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

LOIS F SAVAGE A Harry Public Spring Two , Sarks County My Commission Expires August 78, 2013 COMPANY ACKNOWLEDGMEN

UNITED STATES OF AMERICA

STATE OF PENNSYLVANIA

COUNTY OF BERKS

SS

On this 1st day of September, 2011, before me personally appeared JOHN W. PURNELL, who acknowledged himself to be a Member of NEUEDGE PROPERTIES, LLC, a Pennsylvania limited liability company, and that he as such officer and being authorized to do so, executed the foregoing Power of Attorney for the purposes therein pursuant to the authority vested in him by law; that the foregoing Power of Attorney is the voluntary act of such Limited Liability Company, and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA

NUTARIAL SEAL LOIS F. SAVAGE. Notary Public Spring Two., Burks County

My Commission Expires August 28, 2013