

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Halo Branded Solutions, Inc.		10/25/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compass Group Diversified Holdings LLC		
<b>Street Address:</b>	61 Wilton Road, Second Floor		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85053102	HALO BRANDED SOLUTIONS	
<b>Serial Number:</b>	77140299	BRIGHT IDEAS. BRILLIANT RESULTS.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)361-1201		
<b>Phone:</b>	513.361.1200		
<b>Email:</b>	trademark@ssd.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Corey W. Duersch		
<b>Address Line 1:</b>	Squire, Sanders & Dempsey (US) LLP		
<b>Address Line 2:</b>	221 E. Fourth St., Suite 2900		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	052292.00107		
<b>NAME OF SUBMITTER:</b>	Corey W. Duersch		
<b>Signature:</b>	/Corey W. Duersch/		

CH \$65.00 85053102

Date:

10/26/2011

**Total Attachments: 9**

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**FIRST AMENDMENT  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") is entered into as of October 25, 2011, by Halo Branded Solutions, Inc., a Delaware corporation ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party").

This Amendment amends that certain Intellectual Property Security Agreement, dated as of February 28, 2007, between Grantor and Secured Party (the "Original Security Agreement"; as amended by this Amendment, the "Security Agreement").

Grantor and Secured Party desire to amend the Original Security Agreement to reflect a grant of security interest in additional Collateral owned by Grantor.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Amendment, including its preamble and recitals, have the meanings provided or provided by reference in the Original Security Agreement.

Section 2. Amendments. Schedule A of the Original Security Agreement is hereby amended to include, without limitation, the additional Trademarks listed on Schedule A attached hereto.

Section 3. Effect of Amendment. Except as expressly set forth herein, this Amendment shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations or agreements contained in the Original Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

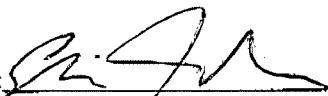
Section 4. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN TESTIMONY WHEREOF, Grantor and Secured Party have caused this Amendment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first above written.

**GRANTOR:**

**HALO BRANDED SOLUTIONS, INC.**

By:   
Name: ELIAS J. SABO  
Title: ASSISTANT SECRETARY

**SECURED PARTY:**

**COMPASS GROUP DIVERSIFIED  
HOLDINGS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

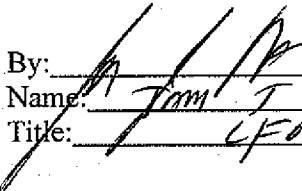
[Signature Page to First Amendment to JP Security Agreement]

IN TESTIMONY WHEREOF, Grantor and Secured Party have caused this Amendment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first above written.

**GRANTOR:**  
**HALO BRANDED SOLUTIONS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTY:**  
**COMPASS GROUP DIVERSIFIED  
HOLDINGS LLC**

By:  \_\_\_\_\_  
Name: Jim J. BOTTN  
Title: CFO

**SCHEDULE A**

**TRADEMARKS**

<b>MARK</b>	<b>STATUS</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>DATE</b>
HALO BRANDED SOLUTIONS	Pending (intent-to-use)	85053102	None	06/02/10
BRIGHT IDEAS. BRILLIANT RESULTS	Registered	77140299	3555859	01/06/09

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this "Security Agreement") is entered into as of February 28, 2007, by Halo Branded Solutions, Inc., a Delaware corporation ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party"), pursuant to the terms of (i) that certain Credit Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the "Credit Agreement") among the Secured Party, as lender, Halo Branded Solutions, Inc., as borrower ("Borrower"), and Halo Holding Corporation, as co-borrower ("Co-Borrower"), dated of even date herewith, and (ii) that certain Guarantee and Collateral Agreement (as the same may be amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Secured Party, Borrower, Co-Borrower, Grantor and those other signatories a party thereto, dated of even date herewith.

Pursuant to the Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks and Patents identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantors' right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) and the Patents (including, without limitation, those items listed on Schedule B hereto).

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office ("UPTO") the grant of a security interest in the Trademarks and the Patents pursuant to the Collateral Agreement. The Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Collateral Agreement, the Collateral Agreement shall prevail.

Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks and the Patents granted hereby are more fully set forth in Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Filing this Security Interest. The party that files this Security Agreement with the UPTO shall: (i) complete accurately, and include as part of such filing, the UPTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

Section 6. Counterparts. This Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \* \* \*

**IN TESTIMONY WHEREOF**, the Grantor and Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the date first referenced above.

**GRANTOR:**  
**HALO BRANDED SOLUTIONS, INC.**

By: Marc S. Simon  
Name: Marc S. Simon  
Title: CEO

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF WHITESIDE    )

On this 29<sup>th</sup> day of May, 2007, there appeared before me Marc S. Simon, personally known to me, who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his voluntary act and deed on behalf and with full authority of Halo Branded Solutions, Inc.

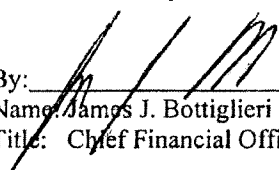
Flora Laschelle Robinson  
Notary Public

My Commission Expires: 8/16/09



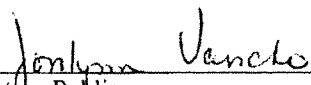


**SECURED PARTY:**  
**COMPASS GROUP DIVERSIFIED**  
**HOLDINGS LLC**  
as Secured Party

By:   
Name: James J. Bottiglieri  
Title: Chief Financial Officer

STATE OF Connecticut )  
 ) SS  
COUNTY OF Fairfield )

On this 26 day of February, 2007, there appeared before me James J. Bottiglieri  
personally known to me, who acknowledged that he signed the foregoing Intellectual Property  
Security Agreement as his voluntary act and deed on behalf and with full authority of Compass  
Group Diversified Holdings LLC.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 4/30/11

Jonlynn Vancho  
35 Kohary Drive  
Milford, CT 06460

**SCHEDULE A**

**TRADEMARKS**

<b>Mark</b>	<b>Serial No.</b>	<b>File Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
HALO CUSTOM PRODUCTS	76600441	7-2-04	3037295	1-3-06	Halo Holdings, LLC

**SCHEDULE B**

**PATENTS**

<b><u>Issued Patents</u></b>	<b><u>Registration No.</u></b>	<b><u>Issue Date</u></b>
Electronic questionnaire	D494,967	8/24/2004
Heart stethoscope tag	D422,640	4/11/2000
Lighted tongue depressor holder	D422,081	3/28/2000
Cup dispenser	D421,356	3/7/2000
Nasal tract model	D413,629	9/7/1999
Stethoscope identification tag	D392,684	3/24/1998
Timing device	D391,178	2/24/1998
Patient information holding device	D390,271	2/3/1998
Pusher tray	D390,052	2/3/1998

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