

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABRA, Inc		10/31/2011	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital Management LLC, as Agent		
<b>Street Address:</b>	551 Madison Avenue		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1371738	ABRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)526-9899		
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.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>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	31199/067		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>Signature:</b>	/Christine Slattery/		

**CH \$40.00 1371738**

**900206020**

**TRADEMARK**  
**REEL: 004652 FRAME: 0561**

Date:

11/01/2011

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 31st day of October, 2011, by **ABRA, Inc.**, a Minnesota corporation ("**Grantor**"), in favor of **Golub Capital Management LLC**, in its capacity as Agent for the Lenders party to the Subordinated Term Loan Agreement (defined below) (herein, "**Grantee**"):

**WITNESSETH**

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Subordinated Term Loan Agreement dated as of October 31, 2011 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Subordinated Term Loan Agreement**"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 31, 2011 among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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, Grantor agrees as follows:

1. Incorporation of Subordinated Term Loan Agreement and Collateral Agreement. The Subordinated Term Loan Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:


- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, renewals, 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 Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

**[Signature page follows]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ABRA, INC., a Minnesota corporation, as Grantor

By: \_\_\_\_\_

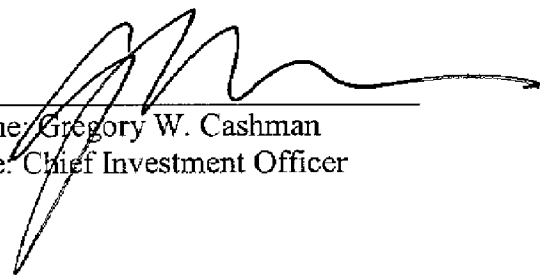
Name: Duane A. Rouse

Title: CEO, President and Secretary

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

Agreed and Accepted  
As of the Date First Written Above

GOLUB CAPITAL MANAGEMENT LLC,  
as Agent

By:   
Name: Gregory W. Cashman  
Title: Chief Investment Officer

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

	<b>ENTITY</b>	<b>SERIAL/REGISTRATION NUMBER</b>	<b>TITLE</b>
1.	ABRA, Inc.	1,371,738	ABRA