

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
	Prinsource Capital Companies, LLC		12/30/2011
	Partner Plus, LLC		12/30/2011
			LIMITED LIABILITY COMPANY: MINNESOTA
			LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York, as Agent		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
	Property Type	Number	Word Mark
	Registration Number:	3567070	PRINSOURCE
	Registration Number:	2579342	HELPING SMALL BUSINESS GROW
	Registration Number:	2625571	PARTNER PLUS
	Registration Number:	2534612	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.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:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$115.00 3567070

ATTORNEY DOCKET NUMBER:	055097
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/10/2012

Total Attachments: 11

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ATTACHMENT PAGE

Box 1 –Names of Additional Conveying Parties:

PARTNER PLUS, LLC
821 Alexander Road, Suite 130
Princeton, New Jersey 08540
- Minnesota limited liability company

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 30, 2011, is made by PRINSOURCE CAPITAL COMPANIES, LLC., a Minnesota limited liability company and PARTNER PLUS, LLC., a Minnesota limited liability company (each, individually, a "Grantor" and collectively, the "Grantors"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK, a New York State Chartered Bank ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 29, 2010 by and among North Mill Capital LLC ("North Mill"), Grantors, the lenders party thereto ("Lenders") and Agent as agent for the Lenders, as amended by Amendment No. 1 to Credit Agreement dated as of November 1, 2011, Amendment No. 2 to Credit Agreement dated as of November 14, 2011 and Amendment No. 3, Consent and Joinder Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of North Mill and Grantors; and

WHEREAS, North Mill and Grantors are parties to that certain Security Agreement dated as of October 29, 2010, as amended by the Joinder to Security Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") pursuant to which North Mill and Grantors granted to Agent for the benefit of Lender, a lien and security interest in substantially all of their respective assets;

WHEREAS, Lenders are willing to continue to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent this Agreement;

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

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations, now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (f) all products and proceeds of the foregoing.

Section 3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, perfected Liens in favor of Agent in all of each Grantor's Patents, Trademarks and Copyrights and such perfected Liens are enforceable as such as against any and all creditors of, and purchasers from, such Grantor. Upon the filing of this Agreement with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, and the filing of appropriate financing statements listed in the Security Agreement, all action necessary or desirable to protect and perfect Agent's Lien on each Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Each Grantor covenants and agrees with Agent that from and after the date of this Agreement and until the Termination Date:

- (a) Such Grantor shall notify Agent within five (5) Business Days after obtaining actual knowledge that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) has or may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.
- (b) If any Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency such Grantor shall promptly (and no later than five (5) Business Days thereafter) give notice thereof to Agent, and, upon request of Agent, each Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Agent) to evidence Agent's Lien on

such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

- (c) Each Grantor shall take all actions reasonably necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless the applicable Grantor shall determine that such Patent, Trademark or Copyright is not material to the conduct of its business.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Except as otherwise provided herein or in the Security Agreement, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

Section 8. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PRINSOURCE CAPITAL COMPANIES, LLC

By: [Signature]
Name: Jeffrey Goldrich
Title: President

PARTNER PLUS, LLC

By: [Signature]
Name: Jeffrey Goldrich
Title: President

ACCEPTED and ACKNOWLEDGED by:

ISRAEL DISCOUNT BANK OF NEW YORK, as Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PRINSOURCE CAPITAL COMPANIES, LLC


By: _____
Name: _____
Title: _____

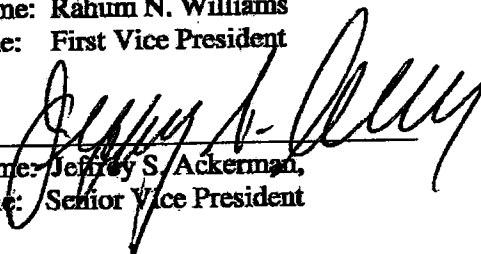
PARTNER PLUS, LLC

By: _____
Name: _____
Title: _____

ACCEPTED and ACKNOWLEDGED by:

ISRAEL DISCOUNT BANK OF NEW YORK, as Agent

By: 
Name: Rahum N. Williams
Title: First Vice President

By: 
Name: Jeffrey S. Ackerman,
Title: Senior Vice President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A - PrinSourc Capital Companies, LLC

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE		

B - Partner Plus, LLC

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		


III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE		

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A - PrinSource Capital Partners, LLC

I. TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Filing Date	Registrant
	3567070	June 6, 2008	PrinSource Capital Companies, LLC

II. TRADEMARK APPLICATIONS


<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
NONE		

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE		

B - Partner Plus, LLC

I. TRADEMARK REGISTRATIONS

HELPING SMALL BUSINESS GROW	2579342	July 19, 1999	Partner Plus, LLC
Partner Plus	2625571	July 19, 1999	Partner Plus, LLC
	2534612	July 19, 1999	Partner Plus, LLC

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
NONE		

III.

TRADEMARK LICENSES

Name of Agreement

Date of Agreement

Parties

NONE

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A - PrinSource Capital Partners, LLC

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
NONE		

III. COPYRIGHT LICENSES

Name of Agreement	Date of Agreement	Parties
NONE		

B - Partner Plus, LLC

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
NONE		

III. COPYRIGHT LICENSES

Name of Agreement	Date of Agreement	Parties
NONE		