

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Freedom Innovations, LLC		02/16/2012	LIMITED LIABILITY COMPANY: DELAWARE
Freedom Innovations Holdings, LLC		02/16/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Madison Capital Funding LLC
<b>Street Address:</b>	30 South Wacker Drive
<b>Internal Address:</b>	Suite 3700
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3686894	PLIÉ
Registration Number:	3887334	PROMENADE
Registration Number:	3321040	SENATOR
Registration Number:	3882472	FREEDOM INNOVATIONS
Registration Number:	2950297	RUNWAY
Registration Number:	2946512	RENEGADE
Registration Number:	3321392	HIGHLANDER
Registration Number:	3321391	SIERRA
Registration Number:	3321393	PACIFICA
Registration Number:	3286964	PARYDONN
Registration Number:	3761231	FREEDOM INNOVATIONS

OP \$365.00 3686894

Registration Number:	3326662	SILHOUETTE
Registration Number:	4046495	THRIVE
Registration Number:	4053978	WALKTEK

**CORRESPONDENCE DATA**

Fax Number: (404)443-5697  
Phone: 404-443-5702  
Email: lallen@mcguirewoods.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Gerum Yilma, Esq.  
Address Line 1: McGuireWoods LLP  
Address Line 2: 1230 Peachtree Street, N.E., Suite 2100  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2043774-0009 (FIBULA)
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	02/27/2012

**Total Attachments: 7**  
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 16, 2012, is made by Freedom Innovations, LLC, a Delaware limited liability company and Freedom Innovations Holdings, LLC, a Delaware limited liability company (the “Grantors”), in favor of Madison Capital Funding LLC (“Madison Capital”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for all Lenders (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, pursuant to the Credit Agreement, dated as of February 16, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, each Grantor has granted, pursuant to a Guarantee and Collateral Agreement of even date herewith by Grantors and the other Loan Parties party thereto in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to Agent a security interest in all of such Grantor’s Intellectual Property (as defined therein); and

**WHEREAS**, each Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

**NOW, THEREFORE**, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the ratable benefit of Lenders, and grants to Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all licenses providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation, those Trademarks referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and each Grantor and the Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

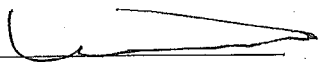
Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

*[SIGNATURE PAGES FOLLOW]*

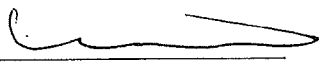
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**FREEDOM INNOVATIONS, LLC,**  
as Grantor

By:   
Name: Maynard Carkhuff  
Title: President and Chief Executive Officer

**FREEDOM INNOVATIONS  
HOLDINGS, LLC, as Grantor**

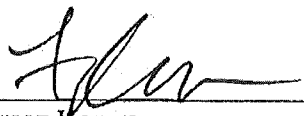
By:   
Name: Maynard Carkhuff  
Title: President and Chief Executive Officer

FREEDOM INNOVATIONS, LLC  
TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

**TRADEMARK**  
**REEL: 004725 FRAME: 0009**

**ACCEPTED AND AGREED**  
as of the date first above written:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By:   
Name: Faraaz Kamran  
Title: Director

ACKNOWLEDGMENT OF GRANTORS

State of CA )  
County of Orange ) ss.

On this 14 day of Feb, 2012 before me personally appeared Maynard Carckhuff, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Freedom Innovations, LLC and Freedom Innovations Holdings, LLC and, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Tina D. Smith  
Notary Public



**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

<b>Grantor</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Freedom Innovations, LLC	CTM 8801805	CTM 8,801,805	1/11/10	8/18/10
Freedom Innovations, LLC	CTM 009297995	CTM 9,297,995	8/5/10	3/1/11
Freedom Innovations, LLC	77/412,591	3,686,894	3/4/08	9/22/09
Freedom Innovations, LLC	CTM 007204399	CTM 7,204,399	9/3/08	11/24/09
Freedom Innovations, LLC	77/775,997	3,887,334	7/7/09	12/7/10
Freedom Innovations, LLC	CTM 8,414,245	CTM 8,414,245	7/8/09	6/18/10
Freedom Innovations, LLC	78/798,540	3,321,040	1/24/06	10/23/07
Freedom Innovations, LLC	77/939,371	3,882,472	2/18/10	11/30/10
Freedom Innovations, LLC	78/319,194	2,950,297	10/27/03	5/10/05
Freedom Innovations, LLC	76/503,967	2,946,512	4/4/03	5/3/05
Freedom Innovations, LLC	78/846,960	3,321,392	3/27/06	10/23/07
Freedom Innovations, LLC	78/846,957	3,321,391	3/27/06	10/23/07
Freedom Innovations, LLC	78/846,965	3,321,393	3/27/06	10/23/07
Freedom Innovations, LLC	78/716,598	3,286,964	9/20/05	8/28/07
Freedom Innovations, LLC	77/800,041	3,761,231	8/7/09	3/16/10
Freedom Innovations, LLC	78/716,580	3,326,662	9/20/05	10/30/07
Freedom Innovations, LLC	Australia TM 1,343,976	Australia TM 1,343,976	2/5/10	6/18/10
Freedom Innovations, LLC	Japan TM 2010- 8604	Japan TM 5,386,989	2/5/10	1/28/11
Freedom Innovations, LLC	CTM 8,482,713	CTM 8,482,713	8/10/09	3/22/10
Freedom Innovations, LLC	CTM 5,186,821	CTM 5,186,821	7/7/06	6/8/07
Freedom Innovations, LLC	85/096,104	4,046,495	1/29/10	10/25/11
Freedom Innovations, LLC	85/143,642	4,053,978	10/1/10	11/8/11
Freedom Innovations, LLC	CTM 9,429,259	CTM 9,429,259	10/7/10	5/4/11



2. TRADEMARK APPLICATIONS

<b>Grantor</b>	<b>Trademark Application Number</b>	<b>Date of Application</b>
Freedom Innovations, LLC	Canada TM 1,468,696	2/8/10
Freedom Innovations, LLC	Brazil TM 830527184	2/5/10
Freedom Innovations, LLC	CTM 10259885	9/13/11