

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment and Modification to Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DAS DISTRIBUTORS, INC.		02/24/2012	CORPORATION: PENNSYLVANIA
DAS BRANDS, LLC		02/24/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, successor by merger to Wachovia Bank, National Association
Street Address:	One South Broad Street
Internal Address:	3rd Floor, PNB Building
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19107
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2558045	DAS
Registration Number:	2455361	PENNSWOOD
Registration Number:	2531559	MARINE PRO
Registration Number:	2572915	ROAD PRO
Registration Number:	2856441	SNACK MASTER
Registration Number:	2845816	SNACK MASTER JR.
Registration Number:	2965525	FLEX SERIES
Registration Number:	2808042	PRO ICE SERIES
Registration Number:	3018566	ROADPRO TRUCKER'S GEAR
Registration Number:	3026927	PRO X ICE SERIES
Registration Number:	2987441	MS

Registration Number:	2957266	MOBILE SPEC
Registration Number:	3254992	BRITTANY'S HOPE
Registration Number:	3226917	BRITTANY'S HOPE AIDING ADOPTION OF SPECIAL CHILDREN WORLDWIDE
Registration Number:	3226916	BRITTANY'S CRIBS PROVIDING CRIBS & ESSENTIALS FOR CHILDREN IN NEED
Registration Number:	3521353	LUMAGEAR
Serial Number:	77804625	BLACKCANYON OUTFITTERS
Serial Number:	77806848	POWERDRIVE
Registration Number:	1582356	TURNER
Serial Number:	85367967	ROADKING
Registration Number:	2346968	WILSON
Registration Number:	3988767	BARJAN HD
Registration Number:	3961706	HELPMATE
Registration Number:	3961480	ROCK RIVER
Registration Number:	3988768	PRO TRUCKER TOUGH
Serial Number:	85545898	FRANCIS
Serial Number:	85547643	ASTATIC
Serial Number:	85548141	ASTATIC WORLD FAMOUS RADIO MICS

CORRESPONDENCE DATA

Fax Number: (215)564-8120
Phone: 215-564-8602
Email: Svictor@stradley.com

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

Correspondent Name: Sheila Victor for C.W. Rosenbleeth, Esq.
Address Line 1: Stradley Ronon Stevens & Young, LLP
Address Line 2: 2005 Market Street, Suite 2600
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	120770-0021
NAME OF SUBMITTER:	Sheila Victor
Signature:	/Sheila Victor/
Date:	03/09/2012

Total Attachments: 14
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**FIRST AMENDMENT AND MODIFICATION
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Amendment") is made effective as of the 24th day of February, 2012, by and among DAS DISTRIBUTORS, INC. ("Existing Assignor"), DAS BRANDS, LLC ("New Assignor"; together with Existing Assignor, individually and collectively, "Assignor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to WACHOVIA BANK, NATIONAL ASSOCIATION (the "Bank").

BACKGROUND

A. Pursuant to that certain Loan and Security Agreement dated as of October 29, 2002, by and among Existing Assignor, Melcon Investments, Inc. (together with Existing Assignor, collectively, the "Existing Borrowers"), and Bank (as the same may have been and may hereafter be amended, modified, supplemented or restated from time to time, including without limitation pursuant to the Fourteenth Amendment (as defined below), being referred to herein as the "Loan Agreement"), Bank agreed, *inter alia*, to extend to Existing Borrowers certain credit facilities.

B. In connection with the Loan Agreement, Existing Assignor and Bank entered into, *inter alia*, that certain Intellectual Property Security Agreement dated as of October 29, 2002 (as the same may be further amended, modified, supplemented or restated from time to time, the "IP Security Agreement") pursuant to which Assignor granted to Bank a security interest and first priority lien upon all of Assignor's then owned and/or existing and filed or thereafter acquired or arising and filed right, title and interest in and to the Collateral (as defined in the IP Security Agreement). The IP Security Agreement was recorded with the United States Patent and Trademark Office on October 30, 2002, at Reel/Frame 002606/0743.

C. Pursuant to that certain Fourteenth Amendment and Modification to Loan Agreement dated as of the date hereof by and among the Existing Borrowers, New Assignor and the Bank (the "Fourteenth Amendment"), New Assignor became a co-borrower and "Borrower" under the Loan Agreement, subject to the terms and conditions set forth therein. New Assignor has certain new Collateral (collectively, the "Additional Collateral") and the Assignor and the Bank have agreed to update, amend and restate and modify the IP Security Agreement, as provided under Section 4 of the IP Security Agreement, to reflect and include the Additional Collateral as Collateral, in accordance with the terms and conditions contained herein, in the IP Security Agreement and in the Loan Agreement.

D. All capitalized terms contained herein and not otherwise defined herein shall have the meanings set forth for such terms in the IP Security Agreement.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. **Definition of IP Collateral.** The definition of Collateral set forth in Section 2.(a) of the IP Security Agreement shall be deemed to include, without limitation, the Additional Collateral.

2. **Schedules.** Effective as of the date hereof, Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D" to the IP Security Agreement are hereby deleted in their entirety and replaced with

Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D", respectively, attached hereto. Without in any way limiting the foregoing, (a) Existing Assignor hereby confirms, affirms and ratifies its prior grant of a security interest in and to the Collateral owned by Existing Assignor, and (b) New Assignor hereby collaterally assigns, mortgages, pledges and grants to Bank a security interest in, with power of sale, all of New Assignor's right, title and interest in and to the Collateral owned by New Assignor.

3. **Amendment/References.** The IP Security Agreement is hereby amended to be consistent with the terms of this Amendment. All references in the Loan Agreement and the Loan Documents to the "**IP Security Agreement**" shall mean the IP Security Agreement as amended hereby.

4. **Inconsistencies.** To the extent of any inconsistencies between the terms and conditions of this Amendment and the terms and conditions of the IP Security Agreement, the terms and conditions of this Amendment shall prevail. All terms and conditions of the IP Security Agreement not inconsistent herewith shall remain in full force and effect and are hereby ratified and confirmed by Assignor.

5. **Binding Effect.** This Amendment, upon due execution hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Amendment shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

7. **Severability.** The provisions of this Amendment are deemed to be severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

8. **Modifications.** No modification of this Amendment shall be binding or enforceable unless in writing and signed by or on behalf of the party against whom enforcement is sought.

9. **Headings.** The headings of the Articles, Sections, paragraphs and clauses of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.

10. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Amendment to be executed the day and year first above written.

ASSIGNOR:

DAS DISTRIBUTORS, INC.

By: 

Name/Title: Brian W Borst, CEO

DAS BRANDS, LLC

By: DAS Distributors, Inc., its sole member

By: 

Name/Title: Brian W Borst, TREAS

BANK:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, successor by merger to
WACHOVIA BANK, NATIONAL
ASSOCIATION

By: _____

Name/Title: _____

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Amendment to be executed the day and year first above written.

ASSIGNOR:

DAS DISTRIBUTORS, INC.

By: _____
Name/Title: _____

DAS BRANDS, LLC

By: DAS Distributors, Inc., its sole member

By: _____
Name/Title: _____

BANK:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, successor by merger to
WACHOVIA BANK, NATIONAL
ASSOCIATION**

By: James A. Kelly
Name/Title: JAMES A. KELLY, JR

STATE OF Pennsylvania :

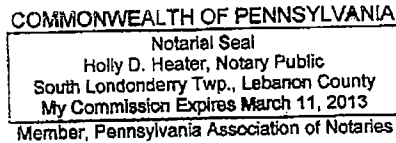
SS.

COUNTY OF Lebanon :

On this, the 24 day of February, 2012, before me, a Notary Public, personally appeared John W Borst, who acknowledged himself to be the CFO of DAS Distributors, Inc., a Pennsylvania corporation, and that he as such CFO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as CFO.

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

Holly D Heater
Notary Public
My commission expires: 3/11/13



STATE OF Pennsylvania :

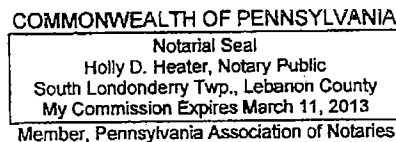
SS.

COUNTY OF Lebanon :

On this, the 24 day of February, 2012, before me, a Notary Public, personally appeared John W Borst, who acknowledged himself to be the TREASURER of DAS Distributors, Inc., a Pennsylvania corporation, the sole member of DAS Brands, LLC, a Pennsylvania limited liability company, and that he as such TREASURER, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as TREASURER.

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

Holly D Heater
Notary Public
My commission expires: 3/11/13



COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF Philadelphia :

On this, the 24th day of February, 2012, before me, a Notary Public, personally appeared JAMES A. Kelly, who acknowledged himself/~~herself~~ to be the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, and that he/~~she~~ as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Bank by himself/~~herself~~ as JAMES A. Kelly.

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

Catherine E Fleming

Notary Public

My commission expires: Jan 14, 2015

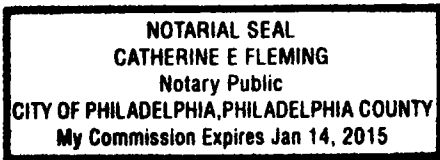


EXHIBIT "A"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

DAS DISTRIBUTORS, INC.

None

DAS BRANDS, LLC

<u>Description</u>	<u>Patent No.</u>	<u>Issue Date</u>
Loaded Antenna	6400327	06/04/02
Antenna	D439891	04/03/01

EXHIBIT "B"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS

None.

EXHIBIT "C"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

LICENSES

None.






EXHIBIT "D"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

DAS DISTRIBUTORS, INC.

Our Docket No.	Mark	Application No./Registration No. (State/Federal)	Goods/Services	Status
80409-3000	DAS	76/064,762/ 2,558,045	Mail order catalog, online ordering, and wholesale distributorships featuring vehicle accessories for campers, boats, and on and off road vehicles	Registered
80409-3010	PENNSWOOD	76/064,655/ 2,455,361	Hunting knives, butcher knives, fishing knives, pocket knives, paring knives, sport knives, and utility knives	Registered
80409-3020	MARINE PRO	76/065,139/ 2,531,559	12 volt appliances, namely, wet or dry vacuum cleaners, air compressors, impact wrench kits consisting of impact wrenches and sockets therefor, and socket multiplexers in IC 7; and 12 volt electric razors in IC ; 12 volt appliances, namely, coffee makers, beverage heaters, saucepan and popcorn poppers, heated sandwich makers, portable stoves, mini coolers/warmers, refrigerators, beverage coolers/warmers, map lights, heated blankets, air purifiers and ionizers, curling irons, hair dryers, cordless rechargeable lights and fans, cordless rechargeable fluorescent lanterns with emergency blinking light, cordless rechargeable spotlights, light kits consisting of lights and extension cord, two speed fans, oscillating auto fans, visor mounted heaters and defrosters, ceramic heaters and defrosters, ceramic heaters and fans, and mini air conditioners and humidifiers in IC 11; 12 volt appliances, namely, indoor and outdoor thermometers with ice alert and clock; digital compasses, digital volt meters, jump start	Registered

			power battery adapters, portable power batteries, and battery chargers in IC 12; and 12 volt appliances, namely, food blenders, back massagers, and automobile polishers in IC 21	
80409-3030	ROAD PRO	76/072,032/ 2,572,915	12 volt blenders, back massagers, vacuum cleaners, cordless/rechargeable drill/drivers, air compressors, impact wrenches and parts therefore and socket multi-plexors in IC 7; Hand tools, namely screwdrivers, wrenches, pliers, hammers, socket wrench sets and electric razors in IC 8; Thermometers for indoor and outdoor with ice alert feature; voltage meters, power generators and batteries, portable power generators and batteries and digital compasses in IC 9; 12 Volt appliances, namely coffee makers, beverage heaters, popcorn poppers, hot sandwich makers, portable stoves, mini coolers/mini warmers, refrigerators, beverage coolers/warmers, map lights, heated blankets, air purifiers, air ionizers, electric curling irons, electric hair dryers, cordless/rechargeable light and fan units, fluorescent lanterns with emergency blinking light, cordless/rechargeable spotlights, light kits consisting of lights and wiring units, visor mounted heaters and defrosters, ceramic heaters/defrosters, ceramic heaters/fans, mini air conditioners, humidifiers, and fans in IC 11; Stationery, namely, writing paper and envelopes, printed organizers, log books, printed map covers in IC 16; and Travel bags and brief cases in IC 18	Registered
80409-3040	SNACK MASTER	76/414,125/ 2,856,441	Electrically heated and cooled beverage and snack containers in IC 11	Registered
80409-3050	SNACK MASTER JR.	76/414,126/ 2,845,816	Electrically heated and cooled beverage and snack container in IC 11	Registered
80409-3060	ITS COOL TO BE CONNECTED	76/455,393/ 2,752,544	Electrical cables in IC 9	Canceled
80409-3070	FLEX SERIES	76/455,376/ 2,965,525	Electrical connectors in IC 9	Registered
80409-3080	PRO ICE SERIES	76/456,173/	Electrical connectors and	Registered

		2,808,042	electrical cables in IC 9	
50409-3090	TWISTER SERIES	76/466,700	Electrical cables in IC 9	Abandoned
80409-3100	INTELLIMUG	78/336,200	12 volt powered travel mug in IC 11	Abandoned
80409-3110	ROADPRO TRUCKER'S GEAR	78/336,205/ 3,018,566	Apparel, namely, hats, shirts, pants, gloves, jackets in IC 25	Registered
80409-3120	PRO X ICE SERIES AND  DESIGN	78/399,901/ 3,026,927	Electrical connectors and electrical cables in IC 9	Registered
80409-3130	MS AND  DESIGN	78/399,904/ 2,987,441	Electronic automobile installation products, namely, amplifiers, radios, cables, connectors, antenna adaptors, wires, circuit breakers and testers, filters, fuses, glass breakage detectors, speaker grills, noise filters, power supplies, shock sensors, transformers and parts therefore in IC 9	Registered
80409-3140	MOBILE SPEC	78/395,577/ 2,957,266	Electronic automobile installation products, namely amplifiers, radios, cables, connectors, antenna adaptors, wires, circuit breakers and testers, filters, fuses, glass breakage detectors, speaker grills, noise filters, power supplies, shock sensors, transformers, and parts therefore in IC 9	Registered
80409-3150	BRITTANY'S HOPE	78/736,018/ 3,254,992	Charitable services, namely, assisting in adoptions of special needs, older and sibling children in IC 45	Registered
80409-3170	BRITTANY'S HOPE AIDING ADOPTION OF SPECIAL CHILDREN WORLDWIDE AND DESIGN  Aiding Adoption of Special Children Worldwide	78/736,001/ 3,226,917	Charitable services, namely, assisting in adoptions of special needs, older and sibling children in IC 45	Registered
80409-3180	BRITTANY'S CRIBS PROVIDING CRIBS & ESSENTIALS FOR CHILDREN IN NEED AND DESIGN  Providing Cribs & Essentials for Children in Need	78/735,998/ 3,226,916	Charitable services, namely, providing cribs, mattresses, blankets and toys to children in need in IC 45	Registered
80409-3190	LUMAGEAR	77/109,575/ 3,521,353	Flashlights in IC 11	Registered
80409-3210	BLACKCANYON OUTFITTERS  STYLIZED	77/804,625	Wallets in IC 18; and Apparel, gloves, shirts, hats, shorts, jeans and belts in IC 25	Pending

80409-3220	POWERDRIVE AND DESIGN POWERDRIVE	77/806,848	DC generators and electrical generators in IC 7; and Power inverters, power supplies and cables in IC 9	Suspended
80409-4010	ROAD PRO (Canada)	1,209,895/ TMA 651,855	12 Volt blenders, back massagers, vacuum cleaners, cordless/rechargeable drills/drivers, air compressors, impact wrenches and parts therefor and socket multi-plexors, hand tools, namely, screwdrivers, wrenches, pliers, hammers, socket wrench sets and electric razors, thermometers for indoor and outdoor with ice alert feature; voltage meters, power generators and batteries, portable power generators and batteries, and digital compasses 12 volt appliances, namely, coffee makers, beverage heaters, popcorn poppers, hot sandwich makers, portable stoves, mini coolers/mini warmers, refrigerators, beverage coolers/warmers, map lights, heated blankets, air purifiers, air ionizers, electric curling irons, electric hair dryers, cordless/rechargeable light and fan units, fluorescent lanterns with emergency blinking light, cordless/rechargeable spotlights, light kits consisting of lights and wiring units, visor mounted heaters and defrosters, ceramic heaters/defrosters, ceramic heater/fans, mini air conditioners, humidifiers, and fans stationery, namely, writing paper and envelopes, printed organizers, log books, printed map covers Travel bags and briefcases.	Registered
	TURNER	1,582,356		
	ROADKING	N/A – Pending Application (Serial No. 85367967)		

DAS BRANDS, LLC

REGISTERED TRADEMARKS

<u>MARK</u>	<u>REG. NO./DATE</u>	<u>SERIAL NO.</u>
WILSON	2,346,968 (5/2/2000)	75/670,041
FRANCIS	1,044,750 (7/27/1976)	73/074,272
BARJAN HD	3,988,767 (7/5/2011)	85/129,703
HELPMATE	3,961,706 (5/17/2011)	85/134,236
ROCK RIVER	3,961,480 (5/17/2011)	85/129,708
PRO TRUCKER TOUGH	3,988,768 (7/5/2011)	85/129,706

PENDING TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO./FILING DATE</u>
FRANCIS	85/545,898 (2/17/2012)
ASTATIC	85/547,643 (2/20/2012)
ASTATIC (Design)	85/548,141 (2/21/2012)

TRADENAMES

<u>NAMES</u>	
FRANCIS ANTENNA	TRACKER
BARJAN ENTERTAINMENT	TRUCKER TOUGH
DIESEL ELECTRONICS	