

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	Entity Type
Infinium IP, LLC		04/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	222 S. Riverside Plaza		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3692300		
Registration Number:	3983778	INFINIUM CAPITAL MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1957893		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$65.00 3692300

Signature:	/richard kalwa/
Date:	05/03/2012
Total Attachments: 5 source=3189492#page1.tif source=3189492#page2.tif source=3189492#page3.tif source=3189492#page4.tif source=3189492#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 30th day of April, 2012, INFINIUM IP, LLC, a Delaware limited liability company ("*Trademark Debtor*") with its principal place of business and mailing address at 600 W. Chicago Avenue, Suite 300N, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to FIFTH THIRD BANK, an Ohio banking corporation ("*Fifth Third*") with its mailing address at 222 S. Riverside Plaza, Chicago, IL 60606, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Fifth Third acting as such administrative agent and any successor or successors to Fifth Third in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Trademark Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure payment and performance of all Secured Obligations of the Debtors as set out in that certain Security Agreement dated as of June 30, 2011, by and between the Trademark Debtor, the other Debtors party thereto and the Secured Party (as the same may be amended, modified or restated from time to time, the "*Security Agreement*"), the terms and provisions of which are incorporated herein by reference.

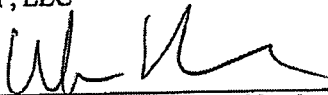
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Trademark Debtor for a trademark based on an intent to use the same if and so long as such application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Trademark Debtor's Intent-To-Use Application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When an Amendment to Allege Use or a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Trademark Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Trademark Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INFINIUM IP, LLC

By 
Name Warren Hunt
Title: Chief Financial Officer

FIFTH THIRD BANK, as Administrative Agent as
aforesaid for the Secured Creditors

By _____
Name: Michael King
Title: Vice President

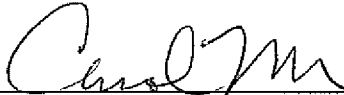
[Signature Page to Trademark Collateral Agreement]

IN WITNESS WHEREOF, Trademark Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INFINIUM IP, LLC


By _____
Name _____
Title: _____

FIFTH THIRD BANK, as Administrative Agent as
aforesaid for the Secured Creditors

By  _____
Name: ~~Michael King~~ Carol Morse
Title: ~~Vice President~~ Senior Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TITLE	REGISTRATION NO.	REGISTRATION DATE
 Design Only	3692300	October 6, 2009
INFINIUM CAPITAL MANAGEMENT	3983778	June 28, 2011