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
Nextten Stauer, LLC		10/04/2012	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, As Administrative Agent
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3127644	NEXTTEN PRODUCTS FOR YOUR NEXT TEN YEARS.
Registration Number:	3124391	NEXTTEN
Registration Number:	3124390	NEXTTEN PRODUCTS FOR YOUR NEXT TEN YEARS.
Registration Number:	3124392	NEXTTEN
Registration Number:	3112690	STAUER
Registration Number:	3017385	GRAVES
Registration Number:	3455261	DIAMONDAURA
Registration Number:	3363278	STAUER
Registration Number:	3320232	STAUER
Registration Number:	3320230	STAUER
Registration Number:	3320229	STAUER
Registration Number:	3659424	DEBRUGES
Registration Number:	3819375	GEORGE W. CHATTERTON
Registration Number:	3778516	SCIENZA

CH $715.00 3127644

Registration Number:	3854244	STAUER
Registration Number:	3850542	STAUER
Registration Number:	3931410	STAUER
Registration Number:	3850543	STAUER
Registration Number:	3854243	STAUER
Registration Number:	3706981	STAUER
Registration Number:	3850541	STAUER
Registration Number:	4180432	BERZELIAN
Registration Number:	4180433	DE DUILLIER
Registration Number:	3719270	TAZITE
Serial Number:	85655769	DASHTRONIC
Serial Number:	85518790	STAUER
Serial Number:	85328309	COTSWOLD
Serial Number:	85328259	FLYBOY

CORRESPONDENCE DATA

Fax Number: 6123408856

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

Phone: 612-492-6842

Email: cadwell.jeffrey@dorsey.com

Correspondent Name: Jeffrey Cadwell

Address Line 1: Dorsey & Whitney LLP, 50 South Sixth St

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	M235403
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	10/05/2012

Total Attachments: 5

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Confirmatory Grant") is made effective as of October 4, 2012, by and from NEXTTEN STAUER, LLC, a Minnesota limited liability corporation, (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Grantee") for itself and as Administrative Agent for the Banks (as defined in the Credit Agreement referenced below).

WHEREAS, AMS Holding, LLC, a Delaware limited liability company ("Holdings"), Asset Marketing Services, Inc., a Minnesota corporation ("AMS"), Nextten Stauer, LLC, a Minnesota limited liability company ("Stauer"), Metrix Media, LLC, a Minnesota limited liability company ("Metrix") and New York Mint, LLC, a Delaware limited liability company ("NYM," and together with Holdings, AMS, Metrix and Stauer, each a "Borrower" and collectively, the "Borrowers"), the Secured Party, and the Lenders have entered into a Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed, among other things, to extend to the Borrowers certain credit accommodations;

WHEREAS, the Grantor, the Banks, and the Grantee have entered into a Pledge and Security Agreement and Irrevocable Proxy of even date herewith, (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested

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instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

NEXTTEN STAUER, LLC

By: _____
Name: Robert Epping
Title: Treasurer and CFO

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EXHIBIT A

a. United States Registrations

Registration Number	Date of Registration	Mark	Status
3,127,644	8/8/2006	Nextten & Design products for your next ten years	Registered.
3,124,391	8/1/2006	Nextten (stylized)	Registered.
3,124,390	8/1/2006	Nextten & Design Products for your next ten years	Registered.
3,124,392	8/1/2006	Nextten	Registered.
3,112,690	7/4/2006	Stauer	Registered.
3,017,385	11/22/2005	Graves	Registered.
3,455,261	6/24/2008	Diamondaura	Registered.
3,363,278	1/1/2008	Stauer	Registered.
3,320,232	10/23/2007	Stauer	Registered.
3,320,230	10/23/2007	Stauer	Registered.
3,320,229	10/23/2007	Stauer	Registered.
3,659,424	7/21/2009	Debruges	Registered.
3,819,375	7/13/2010	George W. Chatterton	Registered.
3,778,516	4/20/2010	Scienza	Registered.
3,854,244	9/28/2010	Stauer	Registered.
3,850,542	9/21/2010	Stauer	Registered.
3,931,410	3/15/2011	Stauer	Registered.
3,850,543	9/21/2010	Stauer	Registered.
3,854,243	9/28/2010	Stauer	Registered.
3,706,981	11/3/2009	Stauer	Registered.
3,850,541	9/21/2010	Stauer	Registered.
4,180,432	7/24/2012	Berzelian	Registered.
4,180,433	7/24/2012	De Duillier	Registered.
3,719,270	12/1/2009	TAZITE	Registered.

b. United States Applications

Application No.	Application Date	Mark	Status
85/579878	3/26/2012	Bertuzzi	Pending.
85/579905	3/26/2012	Bertuzzi 1819	Pending.
85/579886	3/26/2012	Camillo Bertuzzi	Pending.
85/328309	5/24/2011	Cotswold	Pending.

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85/655769	6/19/2012	Dashtronic	Pending.
85/295659	4/14/2011	De Duillier	Pending.
85/328267	5/24/2011	Flyboy	Pending.
85/328341	5/24/2011	Flyboy Optics	Pending.
85/328259	5/24/2011	Flyboy	Pending.
85/613237	5/14/2012	House of Bruges	Pending.
85/655762	6/19/2012	Maison De Bruges	Pending.
85/518790	1/18/2012	Stauer	Pending.
85/540966	2/13/2012	Stauer Optics	Pending.
85/540951	2/13/2012	Stauer Optics & Design Stauer Optics	Pending.
85/687282	7/26/2012	William Webster 1768	Pending.