

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
Advertising Specialty Institute, Inc.		11/06/2012	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	The Bancorp Bank
Street Address:	1818 Market Street, 28th Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	2150676	ACE
Registration Number:	3355421	ADVANTAGES
Registration Number:	3774788	ADVANTAGES UNIVERSITY
Registration Number:	1174139	ADVERTISING SPECIALTY INSTITUTE
Registration Number:	1174140	ADVERTISING SPECIALTY REGISTER
Registration Number:	1747778	AFFORDABLE SOLUTIONS
Registration Number:	1176093	ASI
Registration Number:	4193073	ASI
Registration Number:	2160263	ASI CENTRAL
Registration Number:	1917420	ASI/EDI INC.
Registration Number:	1932477	ASI PROMOTION PRODUCTS INFORMATION CENTER
Registration Number:	1729220	ASI QUARTERLY REGISTER
Registration Number:	2102337	ASI SECURE
Registration Number:	4233755	ASI SMARTSALES

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Registration Number:	1971645	ASI/EDI
Registration Number:	2165025	ASINTERNET
Registration Number:	2990827	ASK ASI.COM
Registration Number:	4084000	ASKASI.COM
Registration Number:	1226605	COUNSELOR
Registration Number:	2126951	CREDITDIRECT
Registration Number:	2337477	E S P
Registration Number:	1595034	ESP
Registration Number:	3670451	ESP ONLINE
Registration Number:	3519166	ESP ONLINE
Registration Number:	4053536	ESP ORDERS
Registration Number:	3884184	ESP WEB
Registration Number:	1666703	FASTFIND
Registration Number:	1300526	IDEA SHOWCASE
Registration Number:	2133483	LOGO SHOP
Registration Number:	2074670	LOGOMALL
Registration Number:	1242811	MEDIA FILE
Registration Number:	2520735	PROMOGRAM
Registration Number:	4167324	PROMOMART
Registration Number:	2074671	PROMOMART
Registration Number:	2591591	PROMOSHOP
Registration Number:	1680844	PROMOTION BUYER'S DIGEST
Registration Number:	1253747	SOMETHING SPECIAL
Registration Number:	1651183	SPECTRUM
Registration Number:	3710031	STITCHES GOLDEN NEEDLE AWARDS
Registration Number:	1904410	STITCHES MAGAZINE
Registration Number:	3742904	STITCHES UNIVERSITY
Registration Number:	3012780	SUCCESSFUL PROMOTIONS
Registration Number:	4090439	SUCCESSFUL PROMOTIONS
Registration Number:	1949749	THE GIFT BOOK
Registration Number:	1972000	THE PROMOTION BOOK
Registration Number:	3909558	TOP SELLERS
Registration Number:	3553792	WEARABLES
Registration Number:	3777519	WEARABLES UNIVERSITY

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	121498-01001
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	11/27/2012

Total Attachments: 8
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**FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks and Patents)**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks and Patents) (this "Amendment") made as of this 6th day of November, 2012 by Advertising Specialty Institute, Inc., a Pennsylvania corporation (the "Grantor"), in favor of The Bancorp Bank ("Lender");

WITNESSETH

WHEREAS, Grantor, as borrower (sometimes referred to herein as "Borrower") and Lender are parties to that certain Loan and Security Agreement dated June 27, 2011 (as amended, restated, supplemented, or replaced from time to time, the "Existing Loan Agreement") providing for the extensions of credit to be made to Borrower by Lender, and in connection therewith, the parties executed a certain Intellectual Property Security Agreement (Trademarks and Patents) dated June 27, 2010 (as amended, restated, supplemented, or replaced from time to time, the "IP Security Agreement");

WHEREAS, Grantor and Lender are amending and restating the Existing Loan Agreement to join Norman Cohn and Suzanne Cohn as borrowers pursuant to the terms of a certain Amended and Restated Loan and Security Agreement (as amended, restated, supplemented, or replaced from time to time, the "A&R Loan Agreement") and all related instruments, agreements, and documents (collectively with the A&R Loan Agreement, the "A&R Loan Documents");

WHEREAS, Borrower has granted to Lender a security interest in substantially all of the assets of Borrower including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Borrower's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the A&R Loan Agreement and the A&R Loan Documents;

WHEREAS, Borrower and Lender wish to amend the IP Security Agreement for the purpose of amending and restating Schedule I attached thereto. All capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the A&R Loan Agreement.

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

1. Amendment. Schedule I to the IP Security Agreement is hereby deleted in its entirety and replaced with Schedule I attached hereto.

2. Representations, Warranties and Agreements. Grantor hereby represents and warrants that (a) the Trademarks listed on Schedule I hereto constitute all Trademarks owned or registered to Grantor as of the date of this Amendment and (b) all warranties and representations made to Lender under the IP Security Agreement are true and correct as to the date hereof.

3. Reaffirmation. Grantor hereby acknowledges and agrees that the IP Security Agreement and the security interest granted to Lender therein and under the A&R Loan Agreement continues unimpaired and in full force and effect and the Trademarks and Patents (as defined therein) continue to secure the Obligations (as defined in the A&R Loan Agreement).

4. Ratification of IP Security Agreement. Except as expressly set forth herein, all of the terms and conditions of the IP Security Agreement (including, without limitation, the power of attorney set forth therein) are hereby ratified and confirmed and continue unchanged and in full force and effect. All references to the IP Security Agreement shall mean the IP Security Agreement as modified by this Amendment.

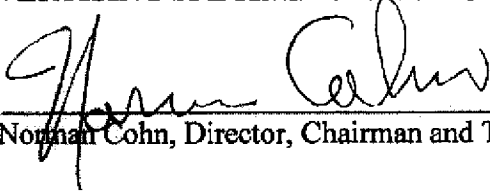
5. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same respective agreement. Signature by facsimile or electronic transmission shall bind the parties hereto.

6. APPLICABLE LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF DELAWARE. EACH PARTY HERETO HEREBY IRREVOCABLY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE IN ANY AND ALL ACTIONS AND PROCEEDINGS WHETHER ARISING HEREUNDER OR UNDER ANY OTHER AGREEMENT OR UNDERTAKING. GRANTOR WAIVES ANY OBJECTION WHICH GRANTOR MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. GRANTOR IRREVOCABLY AGREES TO SERVICE OF PROCESS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO THE ADDRESS OF THE APPROPRIATE PARTY SET FORTH IN THE A&R LOAN AGREEMENT. EACH PARTY HERETO HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE A&R LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED BY THE A&R LOAN DOCUMENTS.

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IN WITNESS WHEREOF, Grantor has duly executed this Amendment as of the date first written above.

ADVERTISING SPECIALTY INSTITUTE, INC.

By: 
Norman Cohn, Director, Chairman and Treasurer

AGREED AND ACCEPTED

THE BANCORP BANK

By: _____
Beth N. Packel, First Vice President

**[SIGNATURE PAGE TO FIRST AMENDMENT TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT (TRADEMARKS AND PATENTS)]**

S-1

**TRADEMARK
REEL: 004907 FRAME: 0186**

IN WITNESS WHEREOF, Grantor has duly executed this Amendment as of the date first written above.

ADVERTISING SPECIALTY INSTITUTE, INC.

By: _____
Norman Cohn, Director, Chairman and Treasurer

AGREED AND ACCEPTED

THE BANCORP BANK

By: 
Beth N. Packel, First Vice President

**[SIGNATURE PAGE TO FIRST AMENDMENT TO INTELLECTUAL PROPERTY
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S-1

**TRADEMARK
REEL: 004907 FRAME: 0187**

COMPANY ACKNOWLEDGMENT

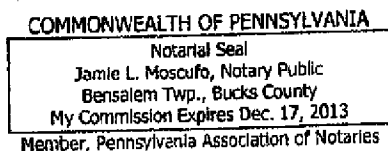
UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On 6th day of November, 2012, before me personally appeared Norman Cohn, to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of Advertising Specialty Institute, Inc., that he/she signed the within Amendment pursuant to the authority vested in him/her by law; that the within Amendment is the voluntary act of such company; and she desires the same to be recorded as such.

Jamie L. Moscufo

Notary Public

My Commission Expires:



**[NOTARY ACKNOWLEDGMENT - INTELLECTUAL PROPERTY SECURITY
AGREEMENT (TRADEMARKS AND PATENTS)]**

SCHEDULE I

TRADEMARK REGISTRATIONS

(See attached)

SCHEDULE 5.13(b)

Intellectual Property - Trademarks

Mark	Country	Application #	File Date	Reg Date	Registration #	Status
ACE	United States	75259,101	3/18/1997	4/14/1998	2,150,676	REGISTERED
ADVANTAGES	United States	77140,269	3/26/2007	12/18/2007	3,355,421	REGISTERED
ADVANTAGES UNIVERSITY	United States	771825,689	9/15/2009	4/13/2010	3,774,788	REGISTERED
ADVERTISING SPECIALTY INSTITUTE	United States	73218,357	6/4/1979	10/20/1981	1,174,139	REGISTERED
ADVERTISING SPECIALTY REGISTER	United States	73220,695	6/22/1950	10/20/1981	1,174,140	REGISTERED
AFFORDABLE SOLUTIONS	United States	74165,790	5/13/1991	1/19/1993	1,747,778	REGISTERED
ASI	Canada	1206522	2/10/2004	6/26/2009	TMA742,687	REGISTERED
ASI	EU	302034	6/5/1996	7/8/1998	302034	REGISTERED
ASI	United States	73222,039	7/2/1979	11/3/1981	1,176,093	REGISTERED
ASI (design mark)	United States	85359,112	6/29/2011	8/21/2012	4,193,073	REGISTERED
ASI Canada Logo	Canada	1413236	10/6/2008	2/15/2010	TMA759522	REGISTERED
ASI Canada Logo (Color)	Canada	1413232	10/3/2008	2/15/2010	TMA759391	REGISTERED
ASI CENTRAL	United States	75257,262	3/14/1997	5/26/1998	2,160,263	REGISTERED
ASI EDI INC. and Design	United States	74439,759	9/24/1993	9/5/1995	1,917,420	REGISTERED
ASI PROMOTION PRODUCTS INFORMATION CENTER	United States	74401,513	6/14/1993	11/7/1995	1,932,477	REGISTERED
ASI QUARTERLY REGISTER	United States	74056,110	5/7/1990	11/3/1992	1,729,220	REGISTERED
ASI SECURE	United States	75138,851	7/24/1996	9/30/1997	2,102,337	REGISTERED
ASI SMARTSALES	United States	85384,265	7/29/2011	10/30/2012	4,233,755	REGISTERED
ASI/EDI	United States	74439,760	9/24/1993	4/30/1996	1,971,645	REGISTERED
ASI/EDI INC.	United States	74439,759	9/24/1993	9/5/1995	1,917,420	REGISTERED
ASINTERNET	United States	75071,554	3/12/1996	6/16/1998	2,165,025	REGISTERED
ASK ASI.COM and Design	United States	76222,101	3/8/2001	9/6/2005	2,990,827	REGISTERED
ASKASI.COM	United States	85359,208	6/29/2011	1/10/2012	4084000	REGISTERED
COUNSELOR	United States	73247,395	1/24/1980	2/8/1983	1,226,605	REGISTERED
CREDITDIRECT	United States	75184,114	10/19/1996	1/6/1998	2,126,951	REGISTERED
E S P	United States	75521,207	7/17/1998	4/4/2000	2,337,477	REGISTERED
ESP	United States	731817,087	8/4/1989	5/8/1990	1,595,034	REGISTERED
ESP ONLINE	United States	77463,111	5/1/2008	8/18/2009	3,670,451	REGISTERED
ESP ONLINE	United States	77278,499	9/13/2007	10/21/2008	3,519,166	REGISTERED

Mark	Country	Application #	File Date	Reg Date	Registration #	Status
ESP ORDERS	United States	77/882,997	12/1/2009	8-Nov-11	4,053,536	REGISTERED
ESP WEB	United States	77/883,166	12/1/2009	1/30/2010	3,884,184	REGISTERED
FASTFIND	United States	74/113,575	1/18/1990	12/3/1991	1,666,703	REGISTERED
IDEA SHOWCASE	United States	73/453,004	11/16/1983	10/16/1984	1,300,526	REGISTERED
LOGO SHOP	United States	75/096,484	4/30/1996	1/27/1998	2,133,483	REGISTERED
LOGOMALL	United States	75/071,551	3/12/1996	6/24/1997	2,074,670	REGISTERED
MEDIA FILE	United States	73/365,550	5/20/1982	6/21/1983	1,242,811	REGISTERED
PROMOGRAM	United States	75/701,006	5/7/1999	12/18/2001	2,520,735	REGISTERED
PROMOMART	United States		1/1/1996	7/3/2012	4,167,324	REGISTERED
PROMOMART	United States	75/071,552	3/12/1996	6/24/1997	2,074,671	REGISTERED
PROMOSHOP	United States	76/354,561	8/29/2001	7/9/2002	2,591,591	REGISTERED
PROMOTION BUYER'S DIGEST	United States	74/169,069	5/22/1991	3/24/1992	1,680,844	REGISTERED
SOMETHING SPECIAL	United States	73/367,306	6/1/1982	10/11/1983	1,253,747	REGISTERED
SPECTRUM	United States	74/019,347	1/16/1990	7/16/1991	1,651,183	REGISTERED
STITCHES GOLDEN NEEDLE AWARDS & Design	United States	77/548,337	8/15/2008	11/10/2009	3,710,031	REGISTERED
STITCHES MAGAZINE	United States	74/555,755	8/1/1994	7/11/1995	1,904,410	REGISTERED
STITCHES UNIVERSITY	United States	77/395,145	2/12/2008	1/26/2010	3,742,904	REGISTERED
SUCCESSFUL PROMOTIONS	United States	76/611,893	9/17/2004	11/8/2005	3,012,780	CANCELLED
SUCCESSFUL PROMOTIONS	United States	85/333,939	5/31/2011	1/24/2012	4,090,439	REGISTERED
THE GIFT BOOK	United States	74/461,017	11/22/1993	1/16/1996	1,949,749	REGISTERED
THE PROMOTION BOOK	United States	74/615,080	12/27/1994	4/30/1996	1,972,000	REGISTERED
TOP SELLERS	United States	85/064,320	6/16/2010	1/18/2011	3,909,558	REGISTERED
WEARABLES	United States	77/473,237	5/13/2008	12/30/2008	3,553,792	REGISTERED
WEARABLES UNIVERSITY	United States	77/818,385	9/2/2009	4/20/2010	3,777,519	REGISTERED