

## 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
Magnet, LLC		03/13/2013	LIMITED LIABILITY COMPANY: MISSOURI
Perfect Promotional Products, LLC		03/13/2013	LIMITED LIABILITY COMPANY: DELAWARE
Benchmark Industries, LLC		03/13/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1700 Lincoln St., 21st Floor		
Internal Address:	MAC C7300-210		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1643849	WE ATTRACT BUSINESS	
Registration Number:	2618811	VAGABOND	
Registration Number:	1971962	PHONECARD EXPRESS	
Registration Number:	3218904	EZ FEED	
Registration Number:	3277699	THE BOSS	
Registration Number:	3303331	INNOVATIONS	
Registration Number:	4121283	MAGNETS 4 MEDIA	
Registration Number:	2765955	THE BAG FACTORY	
Registration Number:	3615169	MAGNETDOG.COM	
Registration Number:	2846772	CRYSTAL BY BENCHMARK	

OP \$390.00 1643849

Registration Number:	2156468	PERFECT LINE
Registration Number:	2144411	PERFECT XPRESS
Registration Number:	1704246	INSTA-LAM
Registration Number:	3066451	POLYFRESH
Registration Number:	3270149	POLYFRESH-LITE

#### CORRESPONDENCE DATA

Fax Number: 6127661600

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

Phone: 612-766-6911

Email: susan.carlson@faegrebd.com

Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP

Address Line 1: 90 South 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson
Date:	03/14/2013

#### Total Attachments: 12

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of March 13, 2013, is made by and among Magnet, LLC, a Missouri limited liability company, Perfect Promotional Products, LLC, a Delaware limited liability company, (collectively, "Borrowers"), and BENCHMARK INDUSTRIES, LLC, a Delaware limited liability company ("Guarantor"; together with the Borrowers, the "Debtors") having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association ("Secured Party"), and having a business location at the address set forth below next to its signature.

### Recitals

Borrowers and Secured Party are parties to a Credit and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of the same date as this Agreement, setting forth the terms on which Secured Party, as lender, may now or hereafter extend credit to or for the account of Borrowers.

Guarantor has executed a Guaranty (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") dated as of the same date as this Agreement in favor of Secured Party, pursuant to which Guarantor has guaranteed performance of the obligations of the Borrowers to the Secured Party. Guarantor's obligations pursuant to the Guaranty are secured pursuant to the terms of the Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") dated as of the same date as this Agreement among Guarantor and MagnetDog Holdings, LLC, as debtors, and Secured Party.

As a condition to extending credit to or for the account of Borrowers, Secured Party has required the execution and delivery of this Agreement by Debtors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of each Debtor's right, title and interest in and to any and all patents and patent applications, including (a) the patents and patent applications listed on Exhibit A attached hereto, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of each Debtor's rights corresponding thereto throughout the world.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of each Debtor's right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks,

trademark applications, registered service marks and service mark applications listed on Exhibit B attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of each Debtor's rights corresponding thereto throughout the world.

2. **Security Interest.** Each Debtor hereby irrevocably pledges and assigns to, and grants Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law in, the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement and the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements.** Each Debtor represents, warrants and agrees as follows:

(a) Existence; Authority. Each Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary action on the part of each Debtor.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by any Debtor as of the date hereof, or to which any Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then such Debtor shall within 30 days provide written notice to Secured Party with a replacement Exhibit A, which upon acceptance by Secured Party shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all registered Trademarks owned or controlled by any Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof and all other Trademarks owned by any Debtor and material to the conduct of the business of any Debtor; provided, however, that Exhibit B need not list common law marks (*i.e.*, Trademarks for which there are no applications or registrations) which are not material to any Debtor's or any Affiliate's business(es). If after the date hereof, any Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to any Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then such Debtor shall within 30 days provide written notice to Secured Party with a replacement Exhibit B, which upon acceptance by Secured Party shall become part of this Agreement.

(d) Title. A Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. A Debtor (i) will have, at the time such Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) No Sale. Except as permitted in the Credit Agreement or the Security Agreement, no Debtor will assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Secured Party's prior written consent.

(f) Defense. Each Debtor will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) Maintenance. Each Debtor will at its own expense maintain the Patents and the Trademarks necessary in the conduct of such Debtor's business to the extent reasonably advisable in its business, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Each Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 30 days, to allow Secured Party to timely pay (if Secured Party elects to so pay in its sole discretion) any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) Secured Party's Right to Take Action. If any Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time if immediate action is necessary to maintain any Patent or Trademark as required by subsection (h)), or if any Debtor notifies Secured Party that it intends to abandon a Patent or Trademark, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of such Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtors shall pay Secured Party on written demand the amount of all moneys expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date

expended or incurred by Secured Party at the default rate set forth in Section 2.6(b) of the Credit Agreement.

(j) **Power of Attorney.** Solely for purposes of, and to facilitate Secured Party's taking action under subsection (i) and exercising its rights under Section 6 (but without limiting any other appointment contained in any other Loan Document), each Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of such Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Debtor under this Section 3 to the extent such Debtor has failed to take such action, or, necessary for Secured Party, after an Event of Default and until such Event of Default may be cured or waived in accordance with the Credit Agreement, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtors' Use of the Patents and Trademarks.** Each Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; or (b) any Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may, at its option, take any or all of the following actions: (a) Secured Party may exercise any or all remedies available under the Credit Agreement; (b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks; and (c) Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, each Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by Secured Party and Debtors, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and

remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtors under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Secured Party shall not be obligated to preserve any rights any Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtors and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Debtors and delivered to Secured Party, and each Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by any Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

*Signature page follows*

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Magnet, LLC  
7 Chamber Drive  
Washington, MO 63090  
Attn: David Peden  
Fax: (636) 239-0391

MAGNET, LLC

By: [Signature]  
Name: William Korowitz  
Title: President

STATE OF Missouri )  
COUNTY OF Franklin )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2013, by William Korowitz, the President of Magnet, LLC, a Missouri limited liability company, on behalf of said company.



TONYA COZART  
My Commission Expires  
June 30, 2013  
Franklin County  
Commission #09830267

Perfect Promotional Products, LLC  
c/o Magnet, LLC  
7 Chamber Drive  
Washington, MO 63090  
Attn: David Peden  
Fax: (636) 239-0391

Tonya Cozart  
Notary Public

PERFECT PROMOTIONAL PRODUCTS,  
LLC

By: [Signature]  
Name: William Korowitz  
Title: Vice President

STATE OF Missouri )  
COUNTY OF Franklin )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2013, by William Korowitz, the Vice President of Perfect Promotional Products, LLC, a Delaware limited liability company, on behalf of said company.



TONYA COZART  
My Commission Expires  
June 30, 2013  
Franklin County  
Commission #09830267

Tonya Cozart  
Notary Public

Signature Page to Patent and Trademark Security Agreement



BENCHMARK INDUSTRIES, LLC  
c/o Magnet, LLC  
7 Chamber Drive  
Washington, MO 63090  
Attn: David Peden  
Fax: (636) 239-0391

BENCHMARK INDUSTRIES, LLC

By: 

Name: William Korowitz

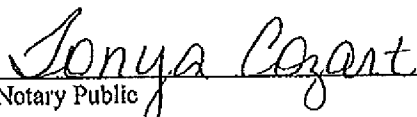
Title: Vice President

STATE OF Missouri )  
COUNTY OF Franklin )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2013, by William Korowitz, the Vice President of BENCHMARK INDUSTRIES, LLC, a Delaware limited liability company, on behalf of said company.



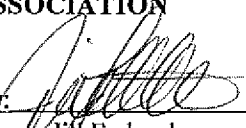
TONYA COZART  
My Commission Expires  
June 30, 2013  
Franklin County  
Commission #09830267

  
Notary Public

*Signature Page to Patent and Trademark Security Agreement*

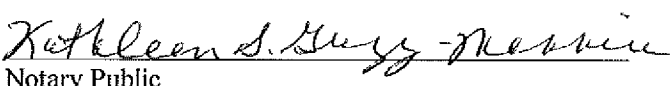
Wells Fargo Bank, National Association  
MAC C7300-210  
1700 Lincoln St., 21<sup>st</sup> Floor  
Denver, CO 80203-4500  
Attention: Nathan D. Bogg  
Telephone: (303) 863-6832  
Facsimile: (303) 863-4904  
Email: nathan.d.bogg@wellsfargo.com

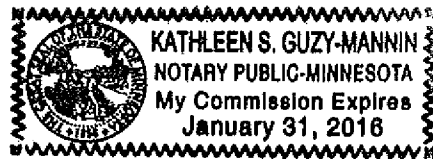
**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By:   
Name: Jill Fedoruk  
Title: Vice President

STATE OF MINNESOTA     )  
  )  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2013, by Jill Fedoruk, a Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.

  
Notary Public



**EXHIBIT A****UNITED STATES ISSUED PATENTS**

<b>Debtor</b>	<b>Patent Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
Magnet, LLC	computer mouse shaped pen and note holder	D438,253	2/27/01
	Light bulb memo mate	D470,184	2/11/03
	Power clip with pen clip	D477,029	7/8/03
	Key Hook Mail Holder	D496,817	10/5/04
	Photo Frame with Memo Holder	D461,504	8/13/02
	Writing Instrument	D501,879 D511544	2/15/05, continuation in part 3/11/04, issued 11/15/05
	Modem Cord with Screen Sweeper	D505,266	5/24/05
	Folding Memo Board	D505,697	5/31/05
	Ribbon Carabiner	D525,520	7/25/06
	Post card with perforated magnet attached	6,153,280	11/28/00
	Multi-Sheet Article Having Removable Portions comprising Magnetized Material	6,940,377	9/06/05
BENCHMARK INDUSTRIES, LLC	Writing Instrument with Contoured Grip	D486,859	2/17/04
	Writing Instrument with Contoured Grip	D486,519	2/10/04
	Compound Grip for Writing Instrument	D486,860	2/17/04
Perfect Promotional Products, LLC	Retractable badgeholder with spinning display	6,364,237	4/2/02

**UNITED STATES PATENT APPLICATIONS**

None.

Exhibit A

**FOREIGN ISSUED PATENTS**

None.

**FOREIGN PATENT APPLICATIONS**

None.

Exhibit A

**EXHIBIT B**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

**REGISTRATIONS**

<b>Debtor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Magnet, LLC	WE ATTRACT BUSINESS.	1,643,849	5/7/91 and renewed 10/15/96 and on 5/7/01
	VAGABOND	2,618,811	9/10/02
	Phonecard Express	1,971,962	4/30/96 and renewed 5/1/06
	EZ Feed	3,218,904	3/13/07
	THE BOSS	3,277,699	8/7/07
	Innovations	3,303,331	10/2/07
	MAGNETS 4 MEDIA	4,121,283	4/3/12
	THE BAG FACTORY	2,765,955	9/16/03
	MAGNETDOG.COM	3,615,169	5/5/09
BENCHMARK INDUSTRIES, LLC	Crystal by Benchmark	2,846,772	5/25/04
Perfect Promotional Products, LLC	PERFECT LINE	2,156,468	05/12/98
	PERFECT XPRESS	2,144,411	03/17/98
	INSTA-LAM	1,704,246	07/28/92
	POLYFRESH	3,066,451	03/07/06
	POLYFRESH-LITE	3,270,149	07/24/07

**APPLICATIONS**

None.

**COLLECTIVE MEMBERSHIP MARKS**

None.

Exhibit B

**TRADEMARK  
REEL: 004981 FRAME: 0705**

**SUPPLEMENTAL REGISTERED MARKS**

<b>Debtor</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Magnet, LLC	Professional Towel Line	1,807,609	11/30/93
	Professional Towel Mills	1,831,384	4/19/94
	The Natural	1,830,941	4/12/94
	The Bag Factory	2,765,955	9/16/03

**UNREGISTERED MARKS MATERIAL TO BUSINESS**

None.

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP  
MARKS**

None.

**APPLICATIONS**

None.