

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amendment, Ratification and Confirmation of Intellectual Property Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAS Companies, Inc., formerly known as DAS Distributors, Inc., DAS Brands, LLC		03/27/2013	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association, Successor by Merger to Wachovia Bank, National Association
Street Address:	One South Broad Street, Y1375-031
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19107
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 35		
Property Type	Number	Word Mark
Serial Number:	85524874	THE CHESAPEAKE BAY EXPERIENCE AT THE HARRISON HOUSE
Serial Number:	85284362	RIGHT PRODUCTS. RIGHT PLACE. RIGHT NOW.
Serial Number:	85717096	TURNER
Serial Number:	85367967	ROADKING
Serial Number:	85271566	TRUCKSPEC
Serial Number:	85284368	LANCASTER COUNTY TACKLE CO.
Serial Number:	85284377	AMISH COUNTRY CIGAR COMPANY OUR CRAFTSMANSHIP IS YOUR REWARD
Serial Number:	85717073	SOLARCON
Serial Number:	78399904	MS
Serial Number:	78399901	PRO X ICE SERIES

CH \$890.00 85524874

Serial Number:	78395877	MOBILE SPEC
Serial Number:	78336205	ROADPRO TRUCKER'S GEAR
Serial Number:	77804625	BLACKCANYON OUTFITTERS
Serial Number:	77806848	POWERDRIVE
Serial Number:	77109575	LUMAGEAR
Serial Number:	76072032	ROAD PRO
Serial Number:	76064762	DAS
Serial Number:	76456173	PRO ICE SERIES
Serial Number:	76414126	SNACK MASTER JR.
Serial Number:	76414125	SNACK MASTER
Serial Number:	76065139	MARINE PRO
Serial Number:	76064655	PENNSWOOD
Serial Number:	75187737	PLATINUM TRUCKER SERIES
Serial Number:	74404936	DISPATCH BUSTER
Serial Number:	73806765	TURNER
Serial Number:	85553787	ASTATIC
Serial Number:	85547643	ASTATIC
Serial Number:	85548141	ASTATIC WORLD FAMOUS RADIO MICS
Serial Number:	85717289	DIESEL ELECTRONICS
Serial Number:	85545898	FRANCIS
Serial Number:	85134236	HELPMATE
Serial Number:	85129708	ROCK RIVER
Serial Number:	85129706	PRO TRUCKER TOUGH
Serial Number:	85129703	BARJAN HD
Serial Number:	75670041	WILSON

CORRESPONDENCE DATA

Fax Number: 2155648120

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

Phone: 215-564-8602

Email: Svictor@stradley.com

Correspondent Name: Sheila Victor for Christine McDevitt, 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

TRADEMARK

REEL: 004996 FRAME: 0243

	Sheila Victor
Signature:	/Sheila Victor/
Date:	04/02/2013
Total Attachments: 11 source=120770-0021_Second-Amendment-to-IPSecurity-3-27-2013#page1.tif source=120770-0021_Second-Amendment-to-IPSecurity-3-27-2013#page2.tif source=120770-0021_Second-Amendment-to-IPSecurity-3-27-2013#page3.tif source=120770-0021_Second-Amendment-to-IPSecurity-3-27-2013#page4.tif source=120770-0021_Second-Amendment-to-IPSecurity-3-27-2013#page5.tif source=120770-0021_Second-Amendment-to-IPSecurity-3-27-2013#page6.tif source=120770-0021_Second-Amendment-to-IPSecurity-3-27-2013#page7.tif source=120770-0021_Second-Amendment-to-IPSecurity-3-27-2013#page8.tif source=120770-0021_Second-Amendment-to-IPSecurity-3-27-2013#page9.tif source=120770-0021_Second-Amendment-to-IPSecurity-3-27-2013#page10.tif source=120770-0021_Second-Amendment-to-IPSecurity-3-27-2013#page11.tif	

**SECOND AMENDMENT, RATIFICATION AND
CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SECOND AMENDMENT, RATIFICATION AND CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**Agreement**") is dated this 29 day of March, 2013, by DAS COMPANIES, INC., formerly known as DAS Distributors, Inc., DAS Brands, LLC (individually and collectively, "**Assignor**") and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to WACHOVIA BANK, NATIONAL ASSOCIATION ("**Bank**").

BACKGROUND

A. Assignor, Melcon Investments, Inc., and DAS Brands, LLC (jointly, severally and collectively, the "**Borrowers**") entered into that certain Loan and Security Agreement dated October 29, 2002 (as amended by that certain First Amendment and Modification to Loan and Security Agreement dated May 5, 2003, that certain Second Amendment and Modification to Loan and Security Agreement dated June 4, 2004, that certain Third Amendment and Modification to Loan and Security Agreement dated April 28, 2005, that certain Fourth Amendment and Modification to Loan and Security Agreement dated October 1, 2005, that certain Fifth Amendment and Modification to Loan and Security Agreement dated June 2, 2006, that certain Sixth Amendment and Modification to Loan and Security Agreement dated June 16, 2006, that certain Seventh Amendment and Modification to Loan and Security Agreement dated August 25, 2006, that certain Eighth Amendment and Modification to Loan and Security Agreement dated December 8, 2006, that certain Ninth Amendment and Modification to Loan and Security Agreement dated June 1, 2007, that certain Tenth Amendment and Modification to Loan and Security Agreement dated August 31, 2007, that certain Eleventh Amendment and Modification to Loan and Security Agreement dated October 29, 2009, that certain Twelfth Amendment and Modification to Loan and Security Agreement dated April 28, 2010, that certain Thirteenth Amendment and Modification to Loan and Security Agreement dated May 27, 2011, that certain Fourteenth Amendment and Modification to Loan and Security Agreement dated February 24, 2012, that certain Consent Under and Fifteenth Amendment and Modification to Loan and Security Agreement dated July 5, 2012 and that certain Consent Under and Sixteenth Amendment and Modification to Loan and Security Agreement dated February 22, 2013, collectively, the "**Existing Loan Agreement**"), pursuant to which Bank extended to Borrowers the following facilities: (i) to Melcon Investments, Inc. a term loan in the original amount of Six Million Five Hundred Thousand Dollars (\$6,500,000.00) (the "**Term Loan**"), and (ii) to Assignor and DAS Brands, LLC a revolving line of credit in the maximum amount of Thirty-Six Million Dollars (\$36,000,000.00) (the "**Revolving Loans**").

B. In connection with the Existing Loan Agreement, Assignor executed and delivered to Bank that certain Intellectual Property Security Agreement dated October 29, 2002 (as amended by that certain First Amendment and Modification to Intellectual Property Security Agreement dated February 24, 2012 and as the same may be further amended, modified, supplemented or restated from time to time, being referred to herein as 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) as security for and obligations of the Borrowers to Bank. The IP Security Agreement was recorded with the United States Patent and Trademark Office on October 30, 2002, at Reel/Frame 002606/0743, on March 9, 2012 at Reel/Frame 004734/0158 and on March 9, 2012 at Reel/Frame 027839/0772.

C. The Borrowers and Bank desire to amend and restate in its entirety, the Existing Loan Agreement, all in accordance with the terms and conditions set forth in that certain Amended and Restated Credit and Security Agreement dated of even date herewith (as the same may be further amended, modified, supplemented or restated from time to time, being referred to herein as the "**A/R Loan Agreement**").

D. The Term Loan has been paid in full. Pursuant to the terms of the A/R Loan Agreement, (i) the Revolving Loans outstanding are being deemed an Advance under the Revolving Credit Facility available to Borrowers, and (ii) Bank is extending a term loan to Borrowers in the amount of Two Million Two Hundred Thousand Dollars (\$2,200,000.00) (the "**Structured Overadvance Loan**").

E. The parties hereto desire to (i) amend the IP Security Agreement to include, in addition to all Obligations of the Borrowers, all obligations of Borrowers to Bank in respect of the Structured Overadvance Loan, (ii) ratify and confirm that the Obligations includes the Structured Overadvance Loan, and (iii) to update, amend and restate and modify the Collateral to include any new Collateral (the "**New Collateral**"), and (iv) ratify and confirm all other provisions of the IP Security Agreement.

F. Capitalized terms used herein and not otherwise defined shall have the meanings provided for such terms in the A/R Loan Agreement or in the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, intending to be legally bound hereby, agrees 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 New 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) Assignor hereby confirms, affirms and ratifies its prior grant of a security interest in and to the Collateral owned by Assignor, and (b) Assignor hereby collaterally assigns, mortgages, pledges and grants to Bank a security interest in, with power of sale, all of Assignor's right, title and interest in and to the New Collateral owned by Assignor since the date of the IP Security Agreement.

3. **Obligations.** Assignor ratifies, confirms, acknowledges and agrees that the terms "**Obligations**" as referenced in the IP Security Agreement shall include, without limitation, the Structured Overadvance Loan and all Obligations (as defined in the A/R Loan Agreement) of Borrowers.

4. **Amendment, Ratification and Confirmation of IP Security Agreement.** Assignor consents to the A/R Loan Agreement and agrees that the A/R Loan Agreement shall in no way adversely affect or impair Assignor's obligations under the IP Security Agreement. The IP Security Agreement and Assignor's obligations thereunder are hereby ratified, confirmed and continued.

5. **References.** All references to the "**Loan Agreement**" in the IP Security Agreement shall be deemed to refer to the A/R Loan Agreement, as the same may be amended, restated or modified in the future.

6. **Binding Effect.** This Agreement shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Bank.

7. **Severability.** The provisions of this Agreement 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. **Governing Law.** This Agreement has been made, executed and delivered in the Commonwealth of Pennsylvania and will be construed in accordance with and governed by the laws of such Commonwealth.

9. **Headings.** The headings of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has executed this Agreement as of the day and year first above written.

DAS COMPANIES, INC.

By: 

John W. Borst, Treasurer

DAS BRANDS, LLC

By: **DAS Companies, Inc.** its sole member

By: 

John W. Borst, Treasurer

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has executed this Agreement as of the day and year first above written.

DAS COMPANIES, INC.

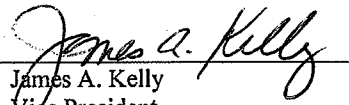
By: _____
John W. Borst, Treasurer

DAS BRANDS, LLC

By: DAS Companies, Inc., its sole member

By: _____
John W. Borst, Treasurer

WELLS FARGO BANK, NATIONAL ASSOCIATION

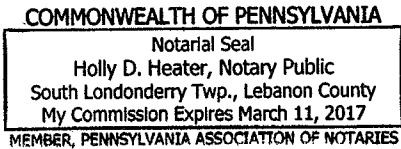
By: 
Name: James A. Kelly
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA :
SS.

COUNTY OF Lebanon :

On this, the 26th day of March, 2013, before me, a Notary Public, personally appeared John W. Borst, who acknowledged himself to be the Treasurer of **DAS Companies, Inc.**, a Pennsylvania corporation, 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.



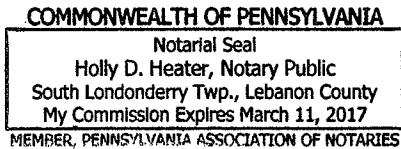
Holly D. Heater
Notary Public
My commission expires: 3/11/17

COMMONWEALTH OF PENNSYLVANIA :
SS.

COUNTY OF Lebanon :

On this, the 26th day of March, 2013, before me, a Notary Public, personally appeared John W. Borst, who acknowledged himself to be the Treasurer of **DAS Companies, 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: 3/11/17

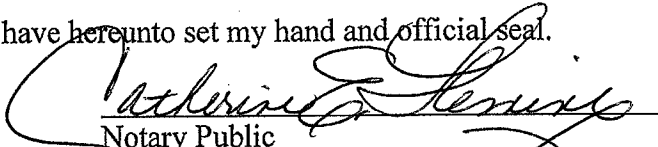
COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF PHILADELPHIA :

On this, the 27th day of March, 2013, before me, a Notary Public, personally appeared James A. Kelly, who acknowledged himself/~~herself~~ to be a 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 Vice President.

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


Notary Public
My commission expires: 1/14/15

NOTARIAL SEAL
CATHERINE E FLEMING
Notary Public
CITY OF PHILADELPHIA, PHILADELPHIA COUNTY
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

DAS Distributors, Inc. entered into a perpetual and exclusive License Agreement with Gabriel Inc. d/b/a K40 Electronics that permits DAS to exclusively sell certain CB antennas and accessories bearing the K40 trademarks (U.S. Trademark Registration No. 1,892,990 and 1,905,394)

EXHIBIT "D"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

DAS DISTRIBUTORS, INC.

	SERIAL NO.	REG. NO.	WORD MARK
1.	85524874		THE CHESAPEAKE BAY EXPERIENCE AT THE HARRISON HOUSE
2.	85284362	4296101	RIGHT PRODUCTS. RIGHT PLACE. RIGHT NOW.
3.	85717096		TURNER
4.	85367967	4124859	ROADKING
5.	85271566	4252338	TRUCKSPEC
6.	85284368		LANCASTER COUNTY TACKLE CO.
7.	85284377		AMISH COUNTRY CIGAR COMPANY OUR CRAFTSMANSHIP IS YOUR REWARD
8.	85717073		SOLARCON
9.	78399904	2987441	MS
10.	78399901	3026927	PRO X ICE SERIES
11.	78395877	2957266	MOBILE SPEC
12.	78336205	3018566	ROADPRO TRUCKER'S GEAR
13.	77804625	4226005	BLACKCANYON OUTFITTERS
14.	77806848		POWERDRIVE
15.	77109575	3521353	LUMAGEAR
16.	76072032	2572915	ROAD PRO
17.	76064762	2558045	DAS
18.	76456173	2808042	PRO ICE SERIES
19.	76414126	2845816	SNACK MASTER JR.
20.	76414125	2856441	SNACK MASTER
21.	76065139	2531559	MARINE PRO
22.	76064655	2455361	PENNSWOOD

23.	75187737	2190294	PLATINUM TRUCKER SERIES
24.	74404936	1859541	DISPATCH BUSTER
25.	73806765	1582356	TURNER

DAS BRANDS, LLC

	SERIAL NO.	REG. NO.	WORD MARK
1.	85553787		ASTATIC
2.	85547643		ASTATIC
3.	85548141		ASTATIC WORLD FAMOUS RADIO MICS
4.	85717289		DIESEL ELECTRONICS
5.	85545898	4236694	FRANCIS
6.	85134236	3961706	HELPMATE
7.	85129708	3961480	ROCK RIVER
8.	85129706	3988768	PRO TRUCKER TOUGH
9.	85129703	3988767	BARJAN HD
10.	75670041	2346968	WILSON

TRADENAMES

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