

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
StCr Acquisition, LLC		05/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The HillStreet Fund IV, L.P.		
Street Address:	807 Elm Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	LIMITED PARTNERSHIP: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3461423	STIR CRAZY	
Registration Number:	2190838	STIR CRAZY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@kmklaw.com		
Correspondent Name:	J. Michael Hurst		
Address Line 1:	1 East Fourth Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	H14428F10002		
NAME OF SUBMITTER:	J. Michael Hurst		
Signature:	/j. michael hurst/		

OP \$65.00 3461423

Date:

05/14/2013

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Trademark Security Agreement") dated as of May 2, 2013, by StCr Acquisition, LLC, a Delaware limited liability company ("Borrower"), in favor of The HillStreet Fund IV, L.P., an Ohio limited partnership ("Lender").

BACKGROUND

A. Borrower and Lender are parties to a Loan and Security Agreement of even date herewith (the "Loan and Security Agreement") pursuant to which the Borrower is required to execute this Trademark Security 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, Borrower agrees as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan and Security Agreement and used herein have the meaning given to them in the Loan and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Borrower hereby pledges and grants to Lender, for the benefit of the Lender, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Borrower:

- (a) Trademarks of Borrower listed on Schedule A attached hereto;
- (b) All goodwill associated with such Trademarks; and
- (c) All proceeds of any and all of the foregoing.

3. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Obligations shall have been satisfied in full, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Trademark Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Trademark Security Agreement by amending Schedule A to include any such Trademarks.

4. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Borrower pursuant to the Loan and Security Agreement and Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set

forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control unless the Lender shall otherwise determine.

5. Termination. Upon termination of the Loan and Security Agreement in accordance with the terms thereof, the Lender shall execute, acknowledge, and deliver to Borrower an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

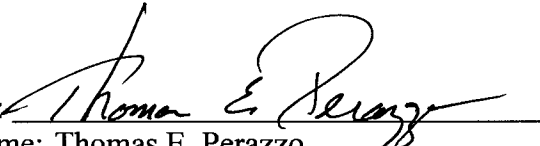
7. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Trademark Security Agreement and agreements set forth herein.

8. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

STCR ACQUISITION, LLC

By: 
Name: Thomas E. Perazzo
Title: Manager

Agreed and Accepted as of the Date First Written Above:


THE HILLSTREET FUND IV, L.P.

By: HILLSTREET CAPITAL IV, INC.
Its: INVESTMENT MANAGER

By: 
Name: Christian Meininger
Title: President

SCHEDULE A

Trademarks

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date
Stir Crazy & Design 	77322380	November 6, 2007	3461423	July 8, 2008
Stir Crazy	75337896	August 8, 1997	2190838	September 22, 1998

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