

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
BOXERCRAFT INCORPORATED		05/22/2013	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	PROSPECT CAPITAL CORPORATION, as Agent for the Senior Secured Loan Agreement		
Street Address:	10 East 40th Street, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85365213	BOXER REBELLION	
Serial Number:	85815502	WHAT YOU'D RATHER BE WEARING	
Registration Number:	4174596	BRING COMFORT TO YOUR COMMUNITY	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5654.016		

OP \$90.00 85365213

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/29/2013
Total Attachments: 4 source=Senior IP Security Agreement#page1.tif source=Senior IP Security Agreement#page2.tif source=Senior IP Security Agreement#page3.tif source=Senior IP Security Agreement#page4.tif	

**SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SECOND AMENDMENT ("Amendment") to that certain Intellectual Property Security Agreement dated as of September 16, 2008 (the "IP Security Agreement") made by BOXERCRAFT INCORPORATED, a Georgia corporation ("Grantor"), in favor of PROSPECT CAPITAL CORPORATION (successor to Patriot Capital Funding, Inc., "Agent") is dated as of May 22, 2013.

WHEREAS, pursuant to that certain Senior Secured Loan Agreement dated as of September 16, 2008, by and among Grantor, BXC Holding Company ("Holdings"), Agent, and the Purchasers from time to time party thereto (the "Original Loan Agreement"), Agent and Purchasers (i) purchased Notes from, and advanced loans to, Grantor, and (ii) required, among other things, that Grantor grant to Agent, for the benefit of the Purchasers, a perfected lien on the security interest in all of the Grantor's trademarks, copyrights and patents, whether then or thereafter existing, owned or acquired, pursuant to the terms of the IP Security Agreement;

WHEREAS, Grantor, Holdings, Agent and the Purchasers have entered into that certain Amended and Restated Senior Secured Loan Agreement (as amended by that certain Waiver and First Amendment to Amended and Restated Senior Secured Loan Agreement, dated as of May 16, 2012, that certain Forbearance and Second Amendment to Amended and Restated Senior Secured Loan Agreement, dated as of August 10, 2012, and that certain Consent, Waiver and Third Amendment to Amended and Restated Senior Secured Loan Agreement, dated as of May 22, 2013, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated Loan Agreement") dated as of the date hereof;

WHEREAS, Grantor has acquired interests in certain additional Trademarks (the "New Trademarks"); and

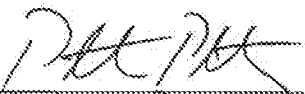
WHEREAS, in accordance with the Amended and Restated Loan Agreement, the parties agree to amend the IP Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the IP Security Agreement as follows:

1. Schedules. Schedule B-1 to the IP Security Agreement shall be deemed to refer to Schedule B-1 as amended by the addition of the New Trademarks listed on Schedule A attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the IP Security Agreement shall remain in full force and effect as executed.

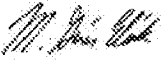
IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

BOXERCRAFT INCORPORATED

By: 
Name: Patten Pettway
Title: secretary

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION, as Agent

By: .....
Name:
Title:

SCHEDULE A
NEW TRADEMARKS

Trademark	Serial Number	Status	Reg. No.	Reg. Date
BOXER REBELLION	85365213	Pending -- Application filed 07/07/11	N/A	N/A
WHAT YOU'D RATHER BE WEARING	85815502	Pending -- Application filed 01/04/13	N/A	N/A
BRING COMFORT TO YOUR COMMUNITY	85456235	Registered	4174596	07/17/12