

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visual Merchandising, Inc.		06/17/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Vectra Bank Colorado, National Association		
Street Address:	2000 S. Colorado Blvd., Suite 2-1200		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80222		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3203594	GOLDSMITH	
Registration Number:	2731984	E-Z TIGHT	
Registration Number:	2457173	E-FLEX	
CORRESPONDENCE DATA			
Fax Number:	4044200805		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-749-8948		
Email:	trademarks@pogolaw.com		
Correspondent Name:	Mike Spies/Bryan Cave LLP		
Address Line 1:	301 S. College Street		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	C314222,0353581		
NAME OF SUBMITTER:	Mike Spies		

Signature:	/Mike Spies/
Date:	07/09/2013
<b>Total Attachments: 7</b> source=Executed Vectra_VMI - Patent and Trademark Security Agreement#page1.tif source=Executed Vectra_VMI - Patent and Trademark Security Agreement#page2.tif source=Executed Vectra_VMI - Patent and Trademark Security Agreement#page3.tif source=Executed Vectra_VMI - Patent and Trademark Security Agreement#page4.tif source=Executed Vectra_VMI - Patent and Trademark Security Agreement#page5.tif source=Executed Vectra_VMI - Patent and Trademark Security Agreement#page6.tif source=Executed Vectra_VMI - Patent and Trademark Security Agreement#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

**THIS PATENT AND TRADEMARK SECURITY AGREEMENT** (the "Agreement") is entered into as of June 17, 2013, among **VECTRA BANK COLORADO, NATIONAL ASSOCIATION** (the "Administrative Agent"), in its capacity as the Administrative Agent for the Secured Parties referred to below, Visual Merchandising Inc., a Delaware corporation ("Grantor").

RECITALS

A. Vectra Bank Colorado, National Association and Zions First National Bank, National Association (collectively, the "Lenders"), the Administrative Agent, Grantor, as Term Loan Borrower as assignee of Noa Visual Group Americas, Inc., a Delaware corporation (the "Buyer") and as Revolving Credit Borrower, have entered into that certain Loan Agreement, dated as of June 17, 2013 (together with any amendments, modifications, replacements or substitutions thereof, the "Loan Agreement"), providing for (i) a term loan in the amount of \$19,000,000; and (ii) a revolving line of credit in the amount of \$10,000,000.

B. As a condition precedent to the effectiveness of the Loan Agreement and the making of the credit extensions to Grantor under the Loan Agreement, the parties hereto have entered into that certain Security Agreement, dated as of June 17, 2013 (the "Security Agreement"), pursuant to which the Grantor and the Buyer granted to Agent, on behalf of itself and the Lenders (collectively, the "Secured Parties"), a security interest in the Collateral, as defined therein.

C. In conjunction with the execution of the Security Agreement, and as a condition precedent to the effectiveness of the Loan Agreement and the making of the credit extensions to the Borrower under the Loan Agreement, each Grantor party hereto is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full in cash of the Secured Obligations, each Grantor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

- (i) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations,

recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule I hereto, and all reissues, continuations, divisions, continuations in part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(ii) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the PTO (or any successor office) or any similar offices in any State of the United States of America, and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule II hereto and (b) all goodwill associated therewith or symbolized thereby, including any rights or interests that reflect or embody such goodwill;

*provided*, however, that the foregoing pledge assignment and grant of security interest will not cover any (i) “intent to use” trademark applications for which a statement of use has not been filed (solely to the extent the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark application under applicable law) or (ii) permit, lease, license, contract or other instrument held by any Grantor on the date hereof or hereafter acquired (a) that, after giving effect to the applicable anti-assignment provisions of the Colorado UCC (including, without limitation, Sections 9-406(f), 9-407(a) or 9-408(a) of the Colorado UCC), validly prohibits the grant or creation by such Grantor of a security interest therein or thereon in favor of the Administrative Agent, or pursuant to which any such grant or creation would constitute a breach or default thereunder, or would result in the termination thereof, or would give rise to the right of any Person to terminate, or would require any consent under, any such permit, lease, license, contract or other instrument, and such prohibition, breach, default, termination or right to terminate has not been or is not waived or such consent has not been or is not otherwise obtained, or under applicable law such prohibition, breach, default, termination or right to terminate cannot be waived, *provided* that, in the case of any material permit, lease, license, contract or other instrument hereafter acquired, such Grantor has used commercially reasonable efforts to obtain a waiver of such provision and/or a consent to the grant and creation of a security interest in favor of the Administrative Agent or (b) to the extent that applicable law prohibits the creation of a security interest therein or thereon in favor of the Administrative Agent; *provided, further*, that the foregoing exceptions shall not include the right to receive any proceeds arising from any such applications, permits, leases, licenses, contracts or other instruments or any Proceeds, substitutions or replacements of any such applications, permits, leases, licenses, contracts or other instruments (unless such Proceeds, substitutions or replacements would otherwise not be included in the foregoing pledge assignment and grant of security interest pursuant to the terms of this paragraph).

**SECTION 3. Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

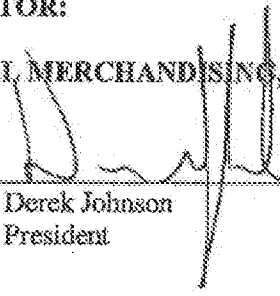
SECTION 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**GRANTOR:**

**VISUAL MERCHANDISING, INC.**

By:   
Name: Derek Johnson  
Title: President

**ADMINISTRATIVE AGENT:**

**VECTRA BANK COLORADO, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Patent and Trademark Security Agreement]*



SCHEDULE I

Patents

Visual Merchandising, Inc.:

<u>Patent/Appl. No.</u>	<u>Title/Subject</u>	<u>Filed/Issued</u>	<u>Next Action Due</u>
App. 61/659,396	Manikin Stretch Joint (Bungee Cord Joints). Provisional patent application	June 13, 2012	June 13, 2013 File regular utility patent application
U.S. App. 12/847,336	Foam-Backed, Hollow Articles Made by Cold Rotational Molding	July 30, 2010	Awaiting Patent Office Action on Response filed April 22, 2013
U.S. Pat. 7,325,996	Display form having magnetically attachable parts ("Magnetic Joints") Divisional application, claims attracted material having circular face	Feb. 5, 2008	August 5, 2015 Pay maintenance fee
U.S. Pat. 7,144,179	Display form having magnetically attachable parts ("Magnetic Joints") Continuation-in-[art application, claims attracted material having oval face	Dec. 5, 2006	June 6, 2014 Pay maintenance fee
U.S. Pat. 6,705,794	Display form having magnetically attachable parts ("Magnetic Joints")	Mar. 16, 2004	Re-examination Certificate Issued February 11, 2013. Sept. 16, 2015 Pay maintenance fee
Netherlands Pat. No. 1,264,027	Display form having magnetically attachable parts ("Magnetic Joints")	Jan. 26, 2001; Exp. Jan 26, 2021	Aug. 1, 2013 Pay maintenance fee
U.S. Pat. 6,659,315	Manikin Joints (ball and socket joint with tensioning component)	Dec. 9, 2003	June 9, 2015 Pay maintenance fee
U.S. Pat 6,345,794	Adjustable pole holder adapted for form support	Feb. 12, 2002	Aug. 12, 2013 Pay maintenance fee
U.S. Pat 6,716,384	Process for the Rotational Molding of Polyurethane Articles (Rusche Patent, Assigned to Visual Merchandising, Inc.)	April 6, 2004	10/6/2015 Pay maintenance fee

Noa Visual Group Americas, Inc.:

None.



SCHEDULE II

Trademarks

Visual Merchandising, Inc.

<i>Reg. Number</i>	<i>Word Mark</i>	<i>Goods</i>	<i>Next Action Due</i>
US 3203594	<b>GOLDSMITH</b>	Visual merchandising products, namely, display units, display shelves, display racks, metal and wood display stands; mannequins and parts and fittings for mannequins; display forms, namely, a model of the human figure or part of it used for displaying clothes; commercial displays, namely, display cases; furniture.	Renewal due January 30, 2017
US 2731984	<b>E-Z TIGHT</b>	Pole holder flanges made partially or completely of metal for securing mannequins and forms to poles.	Next renewal due July 1, 2023
US 2457173	<b>E-FLEX</b>	Molded polymeric material, namely, molded polymer used in the manufacture of mannequins	Next renewal due June 5, 2021

Noa Visual Group Americas, Inc.

None.