

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
CauseForce, LLC		08/15/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85871471	
Registration Number:	4203721	CONCRETE HERO
Registration Number:	3957338	WEEKEND TO END WOMEN'S CANCERS
Registration Number:	3675930	
Registration Number:	3628685	THE RIDE TO CONQUER CANCER
Serial Number:	77428621	K KIDS
Registration Number:	3506440	THE UNDERWEAR AFFAIR
Registration Number:	3514081	THE UNDERWEAR AFFAIR
Registration Number:	2934972	CAUSEFORCE
Registration Number:	2892770	CAUSEFORCE
Registration Number:	2882732	THE WEEKEND TO END BREAST CANCER

CORRESPONDENCE DATA

Fax Number:	6123408856
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CH \$290.00 85871471

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

Phone: 612-492-6842
Email: cadwell.jeffrey@dorsey.com
Correspondent Name: Jeffrey R. Cadwell
Address Line 1: Dorsey & Whitney LLP 50 South 6th St
Address Line 2: Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	M240094
NAME OF SUBMITTER:	Jeffrey R. Cadwell/
Signature:	/Jeffrey R. Cadwell/
Date:	08/20/2013

Total Attachments: 5

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Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of August 15, 2013, by and from CauseForce, LLC, a Delaware limited liability company (the “Grantor”), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “Secured Party”) for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, BP2 GROUP, LLC (“Borrower”), the Secured Party, and the Lenders have entered into a Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Lenders have agreed, among other things, to extend to the Borrower certain credit accommodations;

WHEREAS, the Grantor, the Secured Party and the other parties thereto have entered into a Guaranty dated concurrently herewith (as amended, supplemented, extended, restated, or otherwise modified from time to time, the “Guaranty”) pursuant to which the Grantor has agreed, among other things, to guarantee the obligations of the Borrower under the Credit Agreement, as more fully described therein.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor’s expense)

all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

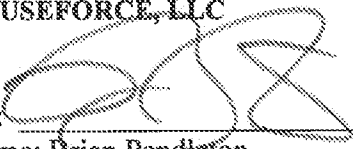
(c) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use the mark—which are identified and marked with an asterisk in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

(d) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

CAUSEFORCE, LLC

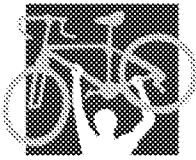
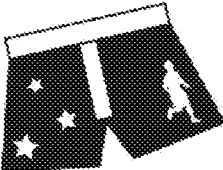



By: 
Name: Brian Pendleton
Title: President and Chief Executive Officer


Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005094 FRAME: 0525

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	App. No. / App. Date	Reg. No. / Reg. Date
	85/871,471 08-MAR-2013	N/A N/A
CONCRETE HERO	85/468,540 09-NOV-2011	4,203,721 04-SEP-2012
URBAN ACE	85/468,554* 09-NOV-2011	N/A N/A
WEEKEND TO END WOMEN'S CANCERS	85/121,204 01-SEP-2010	3,957,338 10-MAY-2011
	77/664,456 05-FEB-2009	3,675,930 01-SEP-2009
THE RIDE TO CONQUER CANCER	77/562,615 04-SEP-2008	3,628,685 26-MAY-2009
	77/428,621 21-MAR-2008	N/A N/A
THE UNDERWEAR AFFAIR	78/624,761 06-MAY-2005	3,506,440 23-SEP-2008
	78/625,097 06-MAY-2005	3,514,081 07-OCT-2008
CAUSEFORCE	78/376,970 02-MAR-2004	2,934,972 22-MAR-2005
	76/519,075 16-MAY-2003	2,892,770 12-OCT-2004

Mark	App. No. / App. Date	Reg. No. / Reg. Date
 <p>The Weekend to End Breast Cancer</p>	76/519,076 16-MAY-2003	2,882,732 07-SEP-2004