

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infinium IP, LLC		08/29/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Nathan Laurell		
Also Known As:	acting as Collateral Agent for George Hanley, Nathan Laurell, and Family Hanley Trust		
Street Address:	2215 West mcLean		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60647		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3692300		
Registration Number:	3983778	INFINIUM CAPITAL MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	Adam K Sacharoff		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	Much Shelist, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	009803.0001		
NAME OF SUBMITTER:	Adam K Sacharoff		

TRADEMARK

900266740

REEL: 005114 FRAME: 0964

CH \$65.00 3692300

Signature:	/aks/
Date:	09/20/2013
Total Attachments: 5 source=SecurityInterest#page1.tif source=SecurityInterest#page2.tif source=SecurityInterest#page3.tif source=SecurityInterest#page4.tif source=SecurityInterest#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 29th day of August, 2013, INFINIUM IP, LLC, a Delaware limited liability company ("Trademark Debtor") with its principal place of business and mailing address at 600 W. Chicago Avenue, Suite 300N, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Nathan Laurell acting as Collateral Agent (the "Collateral Agent") for George Hanley ("Hanley"), Nathan Laurell ("Laurell") and Family Trust Established Under Trust Agreement Dated June 1, 2005 Establishing George P. Hanley GRAT ("Hanley Trust") (collectively, the "Lenders") under (i) that certain Amended and Restated Equity Redemption Note by and between Infinium Capital Holdings, LLC ("Infinium Holdings") and Hanley; (ii) that certain Amended and Restated Equity Redemption Note by and between Infinium Holdings and Laurell; and (iii) that certain Amended and Restated Equity Redemption Note by and between Infinium Holdings and Hanley Trust, each dated as of August 29, 2013 (as the same may be amended, modified or restated from time to time, collectively, the "Amended Notes"), with his mailing address at 2215 West McLean, Chicago, IL 60647, (Collateral Agent acting in such capacity and any successor or successors to Lenders in such capacity being hereinafter referred to as "Secured Party"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Trademark Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure payment and performance of all Liabilities of the Maker and each Guarantor as set out in the Amended Notes, the terms and provisions of which are incorporated herein by reference.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Trademark Debtor for a trademark based on an intent to use the same if and so long as such application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Trademark Debtor's Intent-To-Use Application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on

such Intent-To-Use Application as collateral security for the Secured Obligations. When an Amendment to Allege Use or a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Trademark Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Amended Notes. This Trademark Collateral Agreement shall be effective upon the effectiveness of the Amended Notes in accordance with the terms thereof.

[SIGNATURE PAGE TO FOLLOW]

In WITNESS WHEREOF, Trademark Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

INFINIUM IP, LLC

By: _____
Name: Mark Paldani
Title: President

NATHAN LAURELL as Collateral Agent for George Hanley, Nathan Laurell and the Family Trust Established Under Trust Agreement Dated June 1, 2005 Establishing George P. Hanley GRAT

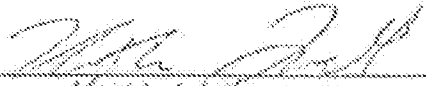
By: _____
Name: _____
Title: _____

In WITNESS WHEREOF, Trademark Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.


INFINIUM IP, LLC

By: _____
Name _____
Title: _____

NATHAN LAURELL as Collateral Agent for George Hanley, Nathan Laurell and the Family Trust Established Under Trust Agreement Dated June 1, 2005 Establishing George P. Hanley GRAT

By:  _____
Name: Nathan Laurell
Title: _____

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

TITLE	REGISTRATION No.	REGISTRATION DATE
 Design Only	3692300	October 6, 2009
INFINIUM CAPITAL MANAGEMENT	3983778	June 28, 2011