

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
Tenth Street Fund III, L.P.		10/11/2013	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Clarence J. Venne, L.L.C.
Street Address:	7900 North Radcliffe Street
City:	Bristol
State/Country:	PENNSYLVANIA
Postal Code:	19057
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	75474394	BINGO
Serial Number:	77386652	BRITE DOT
Serial Number:	85607505	CRAFTY DAB
Serial Number:	85471601	CRAFTY DAB SHIMMER KIDS PAINT
Serial Number:	85471599	CRAFTY DAB KIDS PAINT
Serial Number:	74255581	DAB 'N SEAL
Serial Number:	74140166	DAB 'N STIC
Serial Number:	77802487	DABBY
Serial Number:	77802488	DABBY
Serial Number:	73595847	DAB-O-INK
Serial Number:	85570272	DAB-O-INK SOFT DAB
Serial Number:	73597054	DAB-O-INK WORLD'S FINEST BINGO MARKER
Serial Number:	77966903	DAZZLE
Serial Number:	77802486	FANATIC FACE

TRADEMARK

Serial Number:	73401906	MEGA
Serial Number:	77364396	PRIMO
Serial Number:	77364399	PRIMO GOLD
Serial Number:	77098554	REFLECTIONS SUNSATIONAL
Serial Number:	76561065	
Serial Number:	75248238	SUNSATIONAL
Serial Number:	78661919	SURE 'N FAST
Serial Number:	77936894	SURE 'N FAST - COUNTERFEIT BUSTER
Serial Number:	76223925	WINDOW WRITER

CORRESPONDENCE DATA

Fax Number: 4232659574
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 423-756-3000
Email: ccharniak@chamblisslaw.com
Correspondent Name: Alicia Brown Oliver
Address Line 1: 605 Chestnut Street
Address Line 2: Suite 1700
Address Line 4: Chattanooga, TENNESSEE 37450

ATTORNEY DOCKET NUMBER:	01113_47-1303
NAME OF SUBMITTER:	Alicia Brown Oliver
Signature:	/aliciabrownoliver/
Date:	10/17/2013

Total Attachments: 15
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of October 11, 2013, by and between TENTH STREET FUND III, L.P., a Delaware limited partnership ("Lender"), and CLARENCE J. VENNE, L.L.C., a Delaware limited liability company ("Pledgor").

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Pledgor and its parent corporation, GameMark Products, Inc. (collectively, "Borrower") pursuant to that certain Loan Agreement of even date herewith by and between Borrower and Lender (as may be amended or restated from time to time, the "Loan Agreement") and the other "Loan Documents" (as defined in the Loan Agreement);

WHEREAS, pursuant to that certain Security Agreement of even date herewith between Lender and Pledgor (the "Security Agreement"), Pledgor granted to Lender a first position priority security interest and lien in and to all of Pledgor's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrower, provided, among other things, Pledgor executes and delivers this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrower and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor covenants unto and agrees with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, Pledgor hereby grants and conveys to Lender a first position priority security interest and lien in and to all of Pledgor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit A, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and

hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit B, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit C, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether Pledgor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Security Agreement now or hereafter owned by Pledgor and now or hereafter covered by such licenses (collectively the "Licenses"); and

E. the goodwill of Pledgor's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Pledgor acknowledges and agrees that upon the occurrence of an Event of Default, and upon the election by Lender in its sole discretion, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Pledgor covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

3. Restrictions on Future Agreements.

A. Pledgor agrees that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Pledgor will not, without Lender's prior written consent, enter into any document, instrument or agreement which is

inconsistent with Pledgor's obligations under this Agreement. Pledgor further agrees that it will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Pledgor hereby represents and warrants to Lender that Pledgor has not granted any other security interest or lien to any Person other than Lender and North Shore Community Bank & Trust Company in connection with any of the Intellectual Property Collateral. Pledgor hereby covenants unto Lender that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Pledgor shall not grant any other security interest or lien to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Pledgor represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits A, B, C and D respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by Pledgor. If, prior to payment of the Liabilities in full, Pledgor shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto. Pledgor hereby authorizes Lender to modify this Agreement by amending Exhibits A, B, C and D to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Pledgor hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Pledgor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Liabilities in full and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Pledgor agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses, other than in the ordinary course of Pledgor's business upon arm's length terms; (ii) to maintain the quality of any and all products and materials produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products or materials in any way without Lender's prior written consent.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Pledgor's right to use or license the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrower.** Pledgor shall have the duty (i) to prosecute diligently any material trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Liabilities shall have been paid in full, (ii) to make applications for material trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all material Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Pledgor. Pledgor shall not abandon any material Intellectual Property Collateral, without the consent of Lender.

9. **Lender's Right to Sue.** Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of Pledgor to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Pledgor shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Pledgor contained in this Agreement and no Event of Default (as defined in the Loan Agreement) shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Pledgor specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Pledgor hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Pledgor's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at

law, in equity or otherwise, to (a) endorse Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Pledgor agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between Borrower and Lender have been terminated. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

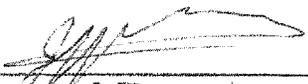
15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Tennessee.

[signature page follows]

IN WITNESS WHEREOF, Pledgor's duly authorized officers have executed this Agreement as of the date first set forth above.

CLARENCE J. VENNE, L.L.C.,
a Delaware limited liability company

By: 
Name: JEFFREY H. FISHER
Title: PRES & CO

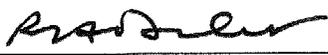
[Signature Page to Intellectual Property Security Agreement]

ACCEPTANCE

The undersigned, Tenth Street Fund III, L.P., accepts the foregoing collateral assignment of Intellectual Property.

TENTH STREET FUND III, L.P.,
a Delaware limited partnership

By: Tenth Street SBIC Partners, LLC,
Its General Partner

By: 
Name: R A Duke
Title: Authorized Signer

[Acceptance Page to Intellectual Property Security Agreement]

SCHEDULE A

Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Next Renewal</u>
BINGO & Design	United States	75/474394	04-27-1998	2257023	06-29-1999	06-29-2019
Bingo Character Weightlifting Design	Canada	1206471	02-16-2004	TMA674516	10-10-2006	10-10-2021
BRUTE DOT	United States	77/386652	02-01-2008	3535244	11-18-2008	11-18-2018
CRAFTY DAB	Canada	1145627	07-02-2002	TMA645369	08-04-2005	08-04-2020
CRAFTY DAB	United States	85/607505	04-25-2012	4267603	01-01-2013	01-01-2023
CRAFTY DAB KIDS PAINT (& Design)	Canada	1555189	12-06-2011			
CRAFTY DAB KIDS SHIMMER PAINT (& Design)	United States	85/471601	11-14-2011	4174842	07-17-2012	07-17-2022
CRAFTY DAB SHIMMER KIDS PAINT (& Design)	Canada	1555190	12-06-2011			
CRAFTY DAB KIDS PAINT (& Design)	United States	85/471599	11-14-2011	4174841	07-17-2012	07-17-2022
DAB 'N SEAL	United States	74/255581	03-16-1992	1768067	04-27-1993	04-27-2023
DAB 'N STIC	Canada	677251	03-04-1991	TMA405553	11-27-1992	11-27-2022
DAB 'N STIC	United States	74/140166	02-19-1991	1704224	07-28-1992	07-28-2022
DABBY	Canada	1278472	11-04-2005	TMA784433	12-07-2010	12-07-2025
DABBY	United States	77/802487	08-12-2009	3955401	05-03-2011	05-03-2021

[Acceptance Page to Intellectual Property Security Agreement]

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Next Renewal</u>
DABBY	United States	77/802488	08-12-2009	3854747	09-28-2010	09-28-2020
DAB-O-INK	Australia	1192434	08-08-2007	1192434	04-14-2008	08-08-2017
DAB-O-INK	Canada	1024920	08-05-1999	TMA548431	07-20-2001	07-20-2016
DAB-O-INK	United Kingdom	2204433	07-30-1999	2204433	02-04-2000	07-30-2019
DAB-O-INK	United States	73/595847	04-28-1986	1416619	11-11-1986	11-11-2016
DAB-O-INK SOFT DAB	United States	85/570272	03-15-2012	4362166	07-02-2013	07-02-2023
DAB-O-INK WORLD'S FINEST BINGO MARKER (& Design)	United States	73/597054	05-13-1986	1454169	08-25-1987	08-25-2017
DAZZLE	Canada	1495548	09-10-2010	TMA851437	05-23-2013	05-23-2028
DAZZLE	United States	77/966903	03-24-2010	3918120	02-08-2011	02-08-2021
FANATIC FACE	Canada	1558408	01-03-2012			
FANATIC FACE	United States	77/802486	08-12-2009	4268543	01-01-2013	01-01-2023
MEGA	United States	73/401906	11-08-1982	1261813	12-20-1983	12-20-2023
PRIMO	Canada	1378412	01-08-2008	TMA734661	02-18-2009	02-18-2024
PRIMO	United States	77/364396	01-04-2008	3480295	08-05-2008	08-05-2018
PRIMO GOLD	Canada	1378413	01-08-2008	TMA733881	02-04-2009	02-04-2024
PRIMO GOLD	United States	77/364399	01-04-2008	3480296	08-05-2008	08-05-2018
REFLECTIONS BY SUNSAISONAL	Australia	1191262	08-02-2007	1191262	03-17-2008	08-02-2017
REFLECTIONS BY SUNSAISONAL	United Kingdom	2463028	08-02-2007	2463028	08-22-2008	08-02-2017

REFLECTIONS BY SUNSATONAL	United States	77/098554	02-02-2007	3644023	06-23-2009	06-23-2019
Smiling Envelope Design	Canada	1206464	02-16-2004	TMA649095	09-27-2005	09-27-2020
Smiling Envelope Design	United States	76/561065	11-19-2003	2904544	11-23-2004	11-23-2014
SUNSATONAL	Australia	1219698	01-15-2008	1219698	01-15-2008	01-15-2018
SUNSATONAL	Canada	1379264	01-15-2008	TMA740762	05-26-2009	05-26-2024
SUNSATONAL	Canada	1379264	01-15-2008	TMA740762	05-26-2009	05-26-2024
SUNSATONAL	United Kingdom	2477025	01-15-2008	2477025	01-15-2008	01-15-2018
SUNSATONAL	United States	75/248238	02-26-1997	2147524	03-31-1998	03-31-2018
SURE 'N FAST	Canada	1279737	11-16-2005	TMA726937	10-27-2008	10-27-2023
SURE'N FAST	United States	78/661919	06-30-2005	3150038	09-26-2006	09-26-2016
SURE 'N FAST - COUNTERFEIT BUSTER	Canada	1480467	05-10-2010			
SURE 'N FAST - COUNTERFEIT BUSTER	United States	77/936894	02-16-2010	4339037	05-21-2013	05-21-2023
WINDOW WRITER	United States	76/223925	03-13-2001	2606164	08-06-2002	08-06-2022

SCHEDULE B

Patents and Patent Registrations

<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Bingo Card Ink Marker Bottle	Sweden	97-1292	03-27-1996	63130	11-25-1998	03-27-2021
Bingo Card Ink Marker Bottle	United Kingdom	2060203	03-26-1996	2060203	11-25-1996	03-26-2021
Bingo Card Ink Marker Bottle	United States	08/530810	09-20-1995	5713681	02-03-1998	09-20-2015
Chemical Composition And Method For Detecting Counterfeit Currency	Canada	2628746	03-13-2006			
Chemical Composition And Method For Detecting Counterfeit Currency	Mexico	MX/a/2008/005269	03-13-2006			
Chemical Composition And Method For Detecting Counterfeit Paper Currency	United States	11/293927	12-05-2005	7767464	08-03-2010	03-04-2029
Combined Cap And Substance Applicator	United States	29/385927	04-01-2010	D632186	02-08-2011	02-08-2025
Curved Bottle	Canada	105879	02-06-2004	105879	06-21-2005	06-21-2015
Substance Applicator	Canada	136980	09-03-2010	136980	09-29-2011	09-29-2021
Substance Applicator	European	001236699	09-21-2010	001236699	10-22-2010	09-21-2035

<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
	Community					
Substance Applicator	United States	29/187887	08-08-2003	D505078	05-17-2005	05-17-2019
Substance Applicator	United States	13/208489	08-12-2011			

SCHEDULE C

Copyrights and Copyright Applications

<u>Copyright</u>	<u>Date</u>	<u>Title</u>
VA0000616870	11-29-1993	Label Design
VAu000340451	07-24-1995	Bing O. Card
VAu000340456	07-24-1995	Bing O. Card & Luck E. Card
VAu000340454	07-24-1995	Card-Blanche
VAu000340453	07-24-1995	Card-Pool
VAu000340455	07-24-1995	Card Shark
VAu000340452	07-24-1995	Card-Tune
VAu000340449	07-24-1995	Fortune Telling Card
V3472D297	07-31-2001	Bing O. Card & Luck E. Card
V3473D048	08-13-2001	Bing O. Card & Luck E. Card
VA0001248433	11-24-2003	Dab-N-Seal Design
VA0001237229	11-24-2003	Dab-O-Ink Designs

SCHEDULE D

License Agreements

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