

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Excel Retail Solutions LLC		04/30/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Firstmerit Bank, N.A.		
Street Address:	222 North LaSalle Street		
Internal Address:	Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4263863	EXCEL DISPLAYS & PACKAGING	
Registration Number:	4285328	EXCEL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-456-8416		
Email:	mooren@gtlaw.com		
Correspondent Name:	Nathan Moore		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	092739.010300		
NAME OF SUBMITTER:	Nathan Moore		
SIGNATURE:	/Nathan Moore/		
DATE SIGNED:	05/01/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is made by EXCEL RETAIL SOLUTIONS, LLC, an Illinois limited liability company ("Grantor"), in favor of FIRSTMERIT BANK, N.A. (together with its successors and permitted assigns, the "Lender").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2014 (as may be amended, restated, supplemented, extended or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Borrowers (as defined in the Credit Agreement) party thereto and the Lender, the Lender has agreed to make extensions of credit to the Borrowers (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement, dated as of April 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") made in favor of the Lender, to grant a security interest in substantially all of its assets to the Lender; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement, Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein that are not defined herein have the meanings assigned to such terms in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations of Grantor, hereby pledges and grants to the Lender a continuing first priority security interest, with power of sale upon the occurrence and during the continuance of a Default in accordance with the terms of the Loan Documents, in all of Grantor's right, title and interest in, to and under the following Collateral of Grantor whether presently existing or hereafter created or acquired by or arising in favor of Grantor and whether owned or consigned by or to, or licensed from or to, Grantor (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trade names, corporate names, Grantor's names, business names, fictitious business names, service marks, logos and other source or business identifiers, including, without limitation, those listed on Schedule 1 hereto;

(b) all renewals of the foregoing;

(c) all trademark licenses;

(d) all goodwill of the business connected with the use of, and symbolized by, any of the foregoing; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or other violation thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Trademark Security Agreement and the security interests granted hereby shall remain in full force and effect until the date on which (a) the Loans have been indefeasibly paid in full in cash, (b) all other Obligations under the Loan Documents have been completely discharged, and (c) all commitments to lend have been terminated. Upon the termination of this Trademark Security Agreement, the Lender shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein at the Grantor's cost and expense.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EXCEL RETAIL SOLUTIONS LLC

By 

Name: Shane Mikula

Title: President and Manager

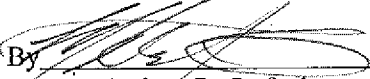
[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

FIRSTMERT BANK, N.A.

By 

Name: Matthew R. Stefani
Title: Senior Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005271 FRAME: 0933

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

<u>Owner</u>	<u>Title</u>	<u>Jurisdiction of Registration</u>	<u>Registration/Application Number or Date</u>
Excel Retail Solutions LLC	Excel Displays & Packaging	USPTO	No. 4,263,863
Excel Retail Solutions LLC	Excel	USPTO	No. 4,285,328