

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM315522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
June Tailor, Inc.		08/28/2014	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	770 N. WATER ST.		
City:	MILWAUKEE		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4046950	PINTASTIC	
Registration Number:	2786447	JUNE TAILOR	
Registration Number:	4132362	PURPLE CHIMP	
Registration Number:	4115479	J TAILOR	
Registration Number:	4132348	PURPLE CHIMP	
Registration Number:	1905375	CUT'N PRESS	
Registration Number:	1095221	TAILOR	
CORRESPONDENCE DATA			
Fax Number:	4142386613		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4142871523		
Email:	jbernard@vonbriesen.com		
Correspondent Name:	Julie Bernard		
Address Line 1:	411 East Wisconsin Avenue Ste 1000		
Address Line 2:	von Briesen and Roper, s.c.		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	022108-00406		
NAME OF SUBMITTER:	Julie Bernard		
SIGNATURE:	/JAB/		

CH \$190.00 4046950

DATE SIGNED:	08/28/2014
--------------	------------

Total Attachments: 15

source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page1.tif
source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page2.tif
source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page3.tif
source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page4.tif
source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page5.tif
source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page6.tif
source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page7.tif
source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page8.tif
source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page9.tif
source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page10.tif
source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page11.tif
source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page12.tif
source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page13.tif
source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page14.tif
source=June Tailor Inc Intellectual Property Security Agreement (Executed)#page15.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Security Agreement") is made and entered into as of August 28, 2014, by JUNE TAILOR, INC. ("Grantor") in favor of BMO HARRIS BANK N.A., successor by merger to M&I Marshall & Ilsley Bank ("Bank").

RECITALS

Grantor wishes to secure:

- (a) a Promissory Note dated March 2, 2013 in the original principal amount of \$1,200,000.00 from Grantor to Bank, as it may be amended, modified, restated or extended from time to time;
- (b) a Promissory Note dated March 2, 2013 in the original principal amount of \$533,965.06 from Grantor to Bank, as it may be amended, modified, restated or extended from time to time;
- (c) a Promissory Note dated March 30, 2013 in the original principal amount of \$184,834.25 from Junframer LLC ("Junframer"; together with Grantor, "Borrowers") to Bank, as it may be amended, modified, restated or extended from time to time (the Promissory Notes described in paragraphs (a), (b), and (c) above are collectively the "Notes");
- (d) the performance of Grantor's obligations and liabilities under this Security Agreement, as it may be amended or modified from time to time;
- (e) all obligations of Borrowers under the Forbearance Agreement and Amendment to Loan Documents dated contemporaneously herewith, and any amendments, restatements and modifications thereof (the "Forbearance Agreement");
- (f) all obligations of Borrowers arising under any guaranties, security agreements, mortgages, assignments, loan agreements (including a Business Loan Agreement dated March 2, 2011, as it has been or may be amended), and other agreements evidencing, securing, supporting or governing any of the Notes, and any amendments, restatements and modifications of any of the foregoing (collectively with the Notes, this Security Agreement, and the Forbearance Agreement, the "Loan Documents");
- (g) the amount of any payments made to Bank or another by or on behalf of any of the Borrowers (including payments resulting from liquidation of the Pledged Collateral (as defined herein)) which are recovered from Bank by a trustee, receiver, creditor or other party pursuant to applicable law;
- (h) all protective advances made to preserve or protect any of the Pledged Collateral; and

- (i) all costs of collection and enforcement as to any of the foregoing Obligations or as to this Security Agreement, including, without limitation, Bank's attorneys' fees,

(collectively, the "**Obligations**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Pledge. Grantor hereby grants, pledges, conveys, and assigns to Bank a continuing security interest in all of Grantor's rights, title and interest in and to Grantor's intellectual property rights, including, without limitation, the items listed in Schedules I and II attached hereto and any subsequently acquired intellectual property rights, and including:

(a) all registered copyrights, unregistered copyrights (whether in published or unpublished works of authorship), copyright applications, works based upon or derived from copyrights, and any renewals or extensions of the copyrights, whether the rights in or to any of the foregoing arise under the laws of the United States, any state, any foreign country, or any subdivision thereof (collectively, "**Copyrights**");

(b) all patents (whether utility or design), patent applications, certificates of invention, and patentable inventions, whether the rights in or to any of the foregoing arise under the laws of the United States, any state, any foreign country, or any subdivision thereof (collectively, "**Patents**"), including, without limitation (i) all inventions and improvements described and claimed in the Patents, (ii) all reissues, divisions, continuations, continuations-in-part, substitutions, renewals, and extensions to the Patents, (iii) all improvements to the Patents, and (iv) all other rights of any kind pertaining to the Patents;

(c) all registered or unregistered trademarks (including, but not limited to, "Velvaboard" and "June Tailor"), service marks, certification marks, trade names (or other type of source identifier), trade dress or other indicia of trade origin, trademark applications, service mark applications, corporate or company name, business name, trade style, design, logo, or trade dress, goodwill of the business connected with the use of or symbolized by a trademark, intent to use applications and any renewals, whether the rights in or to any of the foregoing arise under the laws of the United States, any state, any foreign country, or any subdivision thereof (collectively, "**Trademarks**");

(d) any internet domain names;

(e) any intellectual property other than Copyrights, Patents, Trademarks, or domain names, whether statutory or common law, whether registered or unregistered, published or unpublished, and whether established in the United States, any state, any foreign country, or any subdivision thereof, including a trade secret or other proprietary or confidential information or data, as well as rights with respect to software,

programming codes, inventions, technical information, procedures, designs, know-how, data and databases, processes, models, drawings, plans, specifications and records, moral rights, and rights of publicity and privacy with respect to natural persons;

(f) all license agreements (exclusive or non-exclusive) executed by or in favor of Grantor with any other party in connection with any of the Pledged Collateral, or such other party's Patents, Trademarks, Copyrights, Licenses or other intellectual property, whether Grantor is a licensor or licensee (collectively, "**Licenses**");

(g) the following additional rights with respect to any of the foregoing: (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the Pledged Collateral, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of the Pledged Collateral, (iii) all income, royalties, damages and other payments payable to Grantor with respect to the Pledged Collateral, (iv) all rights of Grantor accruing or pertaining to the Pledged Collateral, and (v) all goodwill related to the Pledged Collateral; and

(h) any and all products and proceeds of the Pledged Collateral (including, but not limited to, any claims to any items referred to in this definition, and any claims of Grantor against third parties for loss of, damage to, or destruction of, any or all of the Pledged Collateral or for proceeds payable under or unearned premiums with respect to policies of insurance) in whatever form.

Collectively all of the foregoing may be referred to as the "**Pledged Collateral**".

Notwithstanding anything to the contrary herein, the following shall be excluded from the definition of Pledged Collateral:

(i) Grantor's rights under a License that contains a provision that purports to prohibit Grantor's assignment or grant of an interest in a License or domain name, requires another party's consent to such an assignment or grant, or makes such assignment or grant constitute or result in a violation of law or a breach, default, or termination of a License or domain name agreement ("**Restrictive Provision**") that is effective against Grantor, notwithstanding Wis. Stat. §§ 409.406-409.409 or other applicable law, but only for so long as the Restrictive Provision is effective and enforceable or is non-assignable under U.S. federal law; and

(ii) any Trademark application filed in the United States Patent and Trademark Office on the basis of Grantor's intent to use the Trademark before evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to section 1(c) or 1(d) of the Lanham Act (15 U.S.C. 1051, *et seq.*), but only if granting a security interest in the Trademark application before the filing of evidence of use would adversely affect the enforceability or validity of the Trademark application or the resulting Trademark registration. A Trademark application that is excluded from the definition of Pledged Collateral hereunder will automatically become Pledged Collateral upon the filing and acceptance by the United States Patent and Trademark Office of evidence of use of the subject Trademark.

2. Security for Obligations. Grantor grants, conveys, pledges and assigns to Bank a continuing security interest in the Pledged Collateral to secure the payment and performance of all of the Obligations.

3. Grantor's Liabilities. Notwithstanding the foregoing grant of a security interest in the Pledged Collateral: (a) Grantor shall remain liable for all contractual obligations included within the Pledged Collateral to the same extent as if this Security Agreement had not been executed; (b) the exercise by Bank of any of its rights under this Security Agreement shall not release Grantor from any of its duties or obligations under the contracts and agreements included in or related to the Pledged Collateral; (c) Bank shall not have any obligations or liability to perform any of the obligations or duties of Grantor or be responsible for any of the liabilities under Grantor's contracts and agreements related to the Pledged Collateral; and (d) Grantor shall take any actions necessary to collect or enforce any claim for payment assigned to Bank under this Security Agreement.

4. Representations and Warranties. Grantor represents and warrants to Bank that:

(a) Organization. Grantor is a duly organized and validly existing Wisconsin corporation. Grantor is in good standing with the Wisconsin Department of Financial Institutions and is authorized to do business in Wisconsin.

(b) Authority. The execution of this Security Agreement has been authorized by the Grantor and is in compliance with the terms of its articles of incorporation, bylaws or any other agreement to which Grantor is a party.

(c) Ownership/Title. Grantor is the sole, legal and beneficial owner of all of the rights, title and interest in the Pledged Collateral, including, without limitation, to the Pledged Collateral described in Schedules I and II attached hereto, free and clear of any liens or encumbrances, except as granted under this Security Agreement and otherwise in favor of Bank. No other security agreement, effective financing statement or similar instrument is in existence with regard to the Pledged Collateral (except as may evidence other liens in favor of Bank). No third party has a right to require Grantor to transfer any interest in any of the Pledged Collateral.

(d) Accuracy of Schedules.

(i) Schedule I contains a complete and accurate list of all registered Patents and Trademarks owned by Grantor. Grantor has made all necessary filings and recordings to protect and maintain its interests in the Pledged Collateral. Each item of Pledged Collateral described in Schedule I is valid, subsisting, registerable, and enforceable. The Pledged Collateral described in Schedule I has not been adjudged invalid, unregistrable or unenforceable, in whole or in part.

(ii) Schedule II contains a complete and accurate list of all Licenses owned by Grantor. Grantor has notified Bank in writing of all uses of any item of Pledged Collateral which could lead to a finding that the item of Pledged Collateral is invalid or unenforceable, including unauthorized use by third parties. Each License identified in Schedule II is valid and enforceable.

(e) Assignments. Grantor has not made a previous assignment, sale, transfer or encumbrance of any of the Pledged Collateral. Grantor has not granted any license (other than those listed on Schedule II), release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Pledged Collateral.

(f) Required Consents. In order for Grantor to enter into or perform its obligations under this Security Agreement or for Bank to exercise its rights under this Security Agreement, Grantor is not required to: (i) obtain the consent, authorization or approval of any third party; (ii) obtain the approval or action of any governmental authority or regulatory body; or (iii) file a notice with any governmental authority, regulatory body or other third party.

(g) No Claims. No potential, threatened or actual claim exists with respect to any item of the Pledged Collateral. To the best of Grantor's knowledge, there are no current infringements or unauthorized uses of any item of the Pledged Collateral. Neither Grantor's use of the Pledged Collateral nor the conduct of Grantor's business infringes, dilutes, misappropriates, or otherwise violates any intellectual property rights owned or controlled by any person.

(h) IP Notices. Grantor has been using proper statutory notice of registration in connection with its use of its registered Trademarks and issued Patents, and notice of copyright proprietorship in connection with publication of its Copyrighted works.

5. Further Assurances.

(a) Preservation of Pledged Collateral. With respect to each item of Pledged Collateral, Grantor agrees to, at its sole cost and expense:

- (i) take all steps necessary to keep the Pledged Collateral free from any liens, encumbrances, assignments, licenses or security agreements, other than as provided under this Security Agreement;
- (ii) take all actions reasonably necessary to prosecute, maintain, preserve, defend and renew the Pledged Collateral and any licenses issued under the Pledged Collateral, for the full time period permitted by law, including the timely payment of any license fees, filing fees or other required fees related to the Pledged Collateral;
- (iii) make all filings, diligently pursue all applications with respect to Pledged Collateral, pay all fees and take all steps which are necessary to preserve

its ownership in the Pledged Collateral, whether (a) in a judicial or administrative proceeding, (b) in and before the United States or an international trademark or patent office, or (c) in and before the United States or an international copyright office;

- (iv) file new applications for rights in the Pledged Collateral necessary to protect all patentable inventions created or acquired by Grantor for which applications have not previously been filed or take all other actions necessary to obtain the issuance of the patents; and
- (v) protect the Pledged Collateral from being infringed, from unfair competition, dilution or damage, using all appropriate means, including the commencement of legal action to prevent and recover damages for infringement and to defend the Pledged Collateral from claims of infringement, unfair competition or damages, including the defense of any legal actions brought against Grantor which involve such assertions.

(b) Cooperation in Executing Documents. Grantor agrees to, at its sole cost and expense:

- (i) promptly execute any document or instrument, including but not limited to financing statements, continuation statements, patent, copyright or trademark office filings or any other additional instruments and documents requested by Bank, and take all actions that Bank may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted in favor of Bank with regard to the Pledged Collateral; and
- (ii) promptly take any action Bank may deem necessary or advisable to accomplish the purposes of this Security Agreement, including, without limitation: (a) to request, demand, collect, sue for, recover, compromise or receive monies due with regard to any item of the Pledged Collateral; (b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with the Pledged Collateral; or (c) to file any claims, take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any payments relating to any of the Pledged Collateral or otherwise to enforce the rights of Bank with respect to any of the Pledged Collateral.

(c) Financing Statements. Grantor hereby authorizes Bank to file one or more financing or continuation statements, and amendments relating to all or any part of the Pledged Collateral without the signature of Grantor, where permitted by law. A photocopy or other reproduction of this Security Agreement, or any financing statement covering the Pledged Collateral, shall be sufficient as a financing statement where permitted by law.

(d) Reports to Bank. Upon Bank's request, Grantor shall furnish Bank with reports, statements, or schedules describing its intellectual property with sufficient detail for third parties to identify such intellectual property. Grantor agrees that, should it obtain an ownership interest in additional intellectual property which is material to its business, that additional intellectual property shall immediately become a part of the Pledged Collateral and Grantor shall promptly report that acquisition to Bank.

(e) Notice to Bank Regarding Adverse Action. Grantor agrees to notify Bank promptly and in writing if it learns: (i) that any item of the Pledged Collateral have become abandoned or dedicated; and (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Trademark and Patent Office, the United States Copyright Office, any international trademark, patent or copyright office or in any judicial, administrative or other legal proceeding) with regard to any of the Pledged Collateral.

(f) Notice Regarding Third-Party Infringement. Grantor agrees to notify Bank promptly and in writing if it learns that any item of the Pledged Collateral is infringed or misappropriated by a third party. In addition, Grantor shall take such actions to protect such Pledged Collateral, including, without limitation, suing for infringement or misappropriation, at Grantor's sole expense.

(g) Books and Records. Grantor will maintain appropriate and customary records with respect to the Pledged Collateral and will permit Bank to visit Grantor's premises to inspect Grantor's books and records with respect to the Pledged Collateral and any tangible items embodying the Pledged Collateral. Such visits and inspections will be made during regular business hours, with reasonable advance notice, except that notice will not be required during the continuation of a Default. Grantor will deliver copies of reports and information as to Pledged Collateral in Grantor's possession or under its control as Bank reasonably requests.

6. Transfers and Other Liens. Grantor shall not: (a) sell, assign or otherwise dispose of, or grant any option with respect to, any item of the Pledged Collateral; or (b) create or suffer to exist any lien regarding the Pledged Collateral except as permitted under this Security Agreement. Grantor agrees to promptly pay all taxes, surcharges or other amounts owed by Grantor with regard to the Pledged Collateral.

7. Irrevocable Appointment of Bank as Attorney-in-Fact. Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and name of Grantor, to be used in Bank's discretion, after the occurrence of any default, event of default, Default, Event of Default, or any other failure of performance under any of the Loan Documents ("Default"). This attorney-in-fact appointment authorizes Bank, through its delegate, to:

(a) endorse Grantor's name on all applications, documents, government filings, papers and instruments necessary for Bank to use and sell the Pledged Collateral;

(b) grant or issue any license with regard to the Pledged Collateral to any third party;
or

(c) assign, pledge, convey or otherwise transfer title in or dispose of the Pledged Collateral from Bank to any third party.

This power of attorney is a power coupled with an interest and is irrevocable until the Obligations are completely and indefeasibly paid and performed in full. By this appointment, Grantor ratifies any actions taken by Bank under this Section with respect to any of the Pledged Collateral.

8. Bank May Perform. If Grantor fails to perform any obligation under this Security Agreement, Bank may perform such obligation after providing reasonable notice to Grantor. The expenses of Bank incurred in connection with the performance of any such obligation shall be payable by Grantor under Section 11.

9. Bank's Limited Duties. The powers conferred to Bank under this Security Agreement are designed solely to protect its security interest in the Pledged Collateral. This Security Agreement shall not impose any duty upon Bank to exercise any such powers. Except for the safe custody of any Pledged Collateral in its possession and the accounting for any monies actually received by it pursuant to this Security Agreement, Bank shall have no duty with regard to any of the Pledged Collateral. Bank shall be deemed to have exercised reasonable care in the custody of any Pledged Collateral if such Pledged Collateral is treated reasonably similar to Bank's own property.

10. Remedies. In the case of a Default:

(a) Bank shall have the right to accelerate the Obligations.

(b) Bank shall have the right to require Grantor to: (i) assemble the Pledged Collateral and make it available to Bank at a location of Bank's choice, at Grantor's sole expense; or (ii) to sell, assign or dispose of the Pledged Collateral. In the event of any sale, assignment or disposition of the Pledged Collateral, Grantor shall supply Bank with Grantor's know-how, expertise, customer information and lists and related information, documentation and records related to Grantor's know-how, the manufacture, distribution, advertising and sale of products or the provision of services relating to any item of Pledged Collateral.

(c) Grantor agrees that, to the extent notice of sale shall be required by law, ten days' notice to Grantor shall constitute reasonable notice. Bank shall not be obligated to make any sale of Pledged Collateral even if notice of sale has been given. Bank may adjourn any public or private sale from time to time, and such sale may, without further notice, be made at the time and place to which it was adjourned.

(d) In addition to other rights and remedies provided for in this Security Agreement, Bank shall have all of the rights and remedies available to it upon the occurrence of a Default

provided by the Wisconsin Uniform Commercial Code, the Loan Documents, any other agreements with Grantor, or as otherwise provided to the fullest extent permitted by law.

(e) Bank may exercise any and all rights and remedies of Grantor under or otherwise in respect of the Pledged Collateral.

(f) All payments received by the Grantor under or in connection with any of the Pledged Collateral shall be received in trust for the benefit of Bank, shall be segregated from other funds of Grantor and shall be paid to Bank in the same form as received by Grantor (with any necessary endorsements).

11. Indemnity/Expenses. Grantor agrees to indemnify and hold harmless Bank, its directors, officers, employees and agents from and against any and all claims, damages, losses and liabilities growing out of or in any way related to the terms of this Security Agreement. Pursuant to its indemnification obligations, Grantor agrees to promptly pay Bank the amount of any attorneys' fees, expenses, or other costs, (including, but not limited to, costs related to the retention of experts and agents) that Bank may incur in connection with: (i) the administration of this Security Agreement; (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Pledged Collateral; (iii) the exercise or enforcement of any of the rights of Bank under this Security Agreement; or (iv) the failure by Grantor to perform or observe any of the provisions of this Security Agreement or any of the Obligations.

12. Amendments. No amendment or waiver of any provision of this Security Agreement, and no consent to any departure by Grantor from the terms and conditions hereof, shall, in any event, be effective unless the same shall be in writing and signed by Bank and, in the case of an amendment, by Grantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

13. Waivers. No failure on the part of Bank to exercise, and no delay in exercising any right hereunder, shall operate as a waiver by Bank. Nor shall any single partial exercise of any such right by Bank preclude any other or further exercise thereof or the exercise of any other right by Bank.

14. Notices. All communications or notices required or permitted by this Security Agreement shall be in writing. Communications or notices shall be delivered personally, by first class mail (postage prepaid), or by facsimile. Each such notice, request or other communication shall be effective (a) if given by facsimile transmission, when transmitted to the facsimile number specified in this Section and confirmation of receipt is received, (b) if given by first class mail, five (5) business days following deposit in the United States mail with first class postage prepaid, addressed as specified in this Section, or (c) if given by any other means, when delivered (or, in the case of electronic transmission, received) at the address specified in this Section. Communications shall be addressed as follows, unless and until either of such parties notifies the other in accordance with this Section of a change of address:

if to Grantor: June Tailor, Inc.

2861 Highway 175
Polk, Wisconsin
Attention: Francis A. Yogerst
Fax: (262) 644-5061

if to Bank: BMO Harris Bank N.A.
770 N. Water Street
Milwaukee, Wisconsin 53202
Attention: John P. Hauer, Vice President
Fax: (414) 765-7764

15. Continuing Security Interest. This Security Agreement shall create a continuing security interest in the Pledged Collateral in favor of Bank and shall: (a) remain in full force and effect until the later of: (i) the payment and performance in full of all of the Obligations or (ii) any agreement to provide additional or other credit to Grantor or to anyone whose obligations are guarantied by Grantor; (b) be binding upon Grantor, its successors and assigns, and (c) inure, to the benefit of Bank, its respective successors and assigns.

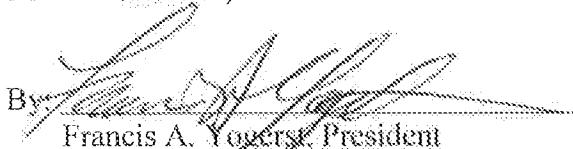
16. Governing Law. This Security Agreement shall be deemed to have been made in the State of Wisconsin and shall be governed by the laws of the State of Wisconsin without regard to its conflicts of law provisions.

17. WAIVER OF TRIAL BY JURY. BANK AND GRANTOR HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY BANK OR GRANTOR AGAINST THE OTHER OR ARISING OUT OF OR RELATED TO THIS SECURITY AGREEMENT.

[Signatures on following pages.]

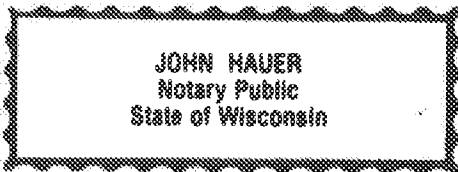
IN WITNESS WHEREOF, Grantor has executed this Intellectual Property Security Agreement as of the date first set forth above.

JUNE TAILOR, INC.

By: 
Francis A. Yogerst, President

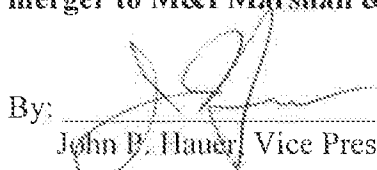
STATE OF WISCONSIN
COUNTY OF Washington

On the 28th day of August, 2014, before me personally appeared Francis A. Yogerst, the President of June Tailor, Inc., to me known to be the person executing the foregoing instrument, for and on behalf of June Tailor, Inc., and he acknowledged said instrument by him to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of June Tailor, Inc.




Notary Public
Print Name: John P. Hauer
My Commission Expires: 11/13/16

BMO HARRIS BANK N.A., successor by
merger to M&I Marshall & Isley Bank

By: 
John P. Hauer, Vice President

STATE OF WISCONSIN
COUNTY OF Milwaukee

On the 28th day of August, 2014, before me personally appeared John P. Hauer, a Vice President of BMO Harris Bank N.A., to me known to be the person executing the foregoing instrument, for and on behalf of BMO Harris Bank N.A., and he acknowledged said instrument

by him to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of BMO Harris Bank N.A.

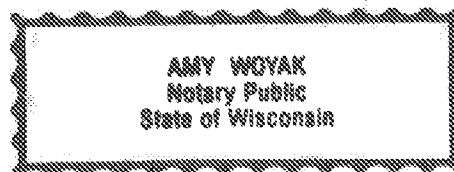


Notary Public

Print Name: Amy Woyak

My Commission Expires: 5/15/10

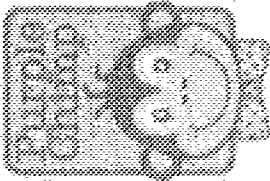
24720766_3.DOC



SCHEDULE I
June Tailor, Inc.
Patent List

Title	Application No.	Filing Date	Patent No.	Issue Date	Country
Systems and methods for dispensing soft goods	14/029,575	09/17/2013	8,755,933	06/17/2014	United States
Cornice	11/786,554	04/12/2007	7,513,290	04/07/2009	United States
Cornice system	10/828,835	04/21/2004	7,216,686	05/15/2007	United States
Quilting method and system	10/799,298	03/12/2004	7,176,148	02/13/2007	United States
Template	D/230,219	08/18/2005	D532,322	11/21/2006	United States
Cornice	D/222,894	02/03/2005	D524,452	07/04/2006	United States
Quilting method and system	09/900,927	07/09/2001	6,838,398	01/04/2005	United States
Quilting method and system	99/521,819	03/09/2000	6,261,397	07/17/2001	United States
Design board device for preparing of personal garments, decor items and the like	08/588,632	01/19/1996	5,722,174	03/03/1998	United States
Integrated cutting and pressing board including marking scale on the handle	08/126,066	09/23/1993	5,386,654	02/07/1995	United States

SCHEDULE I
June Tailor, Inc.
Registered Trademark List

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Country
PINTASTIC	85/208,980	03/03/2011	4,146,940	10/24/2011	United States
JUNE TAILOR	78/174,864	10/16/2002	2,786,447	11/25/2003	United States
	77/956,508	03/11/2010	4,132,362	04/24/2012	United States
J TAILOR	77/943,869	03/24/2010	4,115,479	03/20/2012	United States
PURPLE CHIMP	77/943,833	03/24/2010	4,132,348	04/24/2012	United States
CUT'N PRESS	74/332,469	06/07/1993	1,805,375	07/18/1995	United States
TAILOR	73/093,251	07/12/1976	1,095,221	07/04/1978	United States

SCHEDULE II
June Tailor, Inc.
License List

[None.]