

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315950

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bensussen Deutsch & Associates, LLC		09/03/2014	LIMITED LIABILITY COMPANY: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Capital, Ltd., as Agent		
<b>Street Address:</b>	2 Bethesda Metro Center, 14th Floor		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3486910	YOUR MERCHANDISE AGENCY	
<b>Registration Number:</b>	3775066	MERCHAGENCY	
<b>Registration Number:</b>	3838224	POWER OF MERCHANDISE	
<b>Registration Number:</b>	3978383	UNLEASH THE POWER OF MERCHANDISE	
<b>Registration Number:</b>	3664516	WE MAKE YOUR BRAND AN EXPERIENCE.	
<b>Registration Number:</b>	3788201	APPTAGIOUS	
<b>Registration Number:</b>	3938943	PROACTIVATION	
<b>Registration Number:</b>	4129455	EVOLVING BRANDED MERCHANDISE	
<b>Registration Number:</b>	4101287	OUR BRAND(ED) WORLD	
<b>Registration Number:</b>	4440798	SUSAN'S ROCK	
<b>Registration Number:</b>	4209426	BDA CARES FOUNDATION	
<b>Registration Number:</b>	3573112	TRUE GRIP	
<b>Registration Number:</b>	4388318	TEGRA MEDICAL	
<b>Registration Number:</b>	4380421	POWER A	
<b>Registration Number:</b>	3797303	POWERSURFACE	
<b>Registration Number:</b>	4049936	PRO PACK MINI	
<b>Registration Number:</b>	3902328	MINIREMOTE	
<b>Registration Number:</b>	4392629	AMPLIFY YOUR EXPERIENCE	
<b>Registration Number:</b>	4415258	BILLETS	
<b>TRADEMARK</b>			

CH \$915.00 3486910

Property Type	Number	Word Mark
Registration Number:	4432938	SILICONEHOLLOWPOINTS
Registration Number:	4177266	BASSENHANCINGCHAMBER
Registration Number:	4411371	MUNITIO
Registration Number:	3871485	
Registration Number:	4392897	[M]
Registration Number:	4366148	BASS ENHANCING CHAMBER
Registration Number:	4434662	SILICONE HOLLOW POINTS
Registration Number:	0440904	
Registration Number:	4393332	
Serial Number:	85541552	FUS1ON
Serial Number:	85572105	A
Serial Number:	85931478	ILLUMINATION
Serial Number:	85436918	MUNITIO
Serial Number:	85967990	MOGA BOOST
Serial Number:	85967996	MOGA BOOST
Serial Number:	85920740	S-M-R-T LOCK
Serial Number:	85920744	S-M-R-T LOCK

**CORRESPONDENCE DATA**

Fax Number: 3129021061

*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.*

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	384287-8
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	09/03/2014

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of September 3, 2014, by BENSUSSEN DEUTSCH & ASSOCIATES, LLC, a Washington limited liability company ("Grantor"), in favor of AMERICAN CAPITAL, LTD., as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor, together with each other Person that from time to time becomes a borrower thereunder pursuant to the terms thereof, are referred to herein individually as a "Borrower" and collectively as the "Borrowers", the financial institutions party thereto from time to time, as Lenders, and Grantee have entered into that certain Credit Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement of even date herewith among Grantee, Grantor and the other Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Pledge and Security Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Pledge and Security Agreement Controls. If there is a conflict between the Pledge and Security Agreement and this Agreement, the terms of the Pledge and Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Pledge and Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

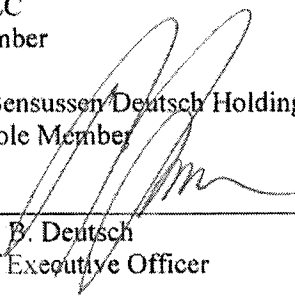
*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**BENSUSSEN DEUTSCH & ASSOCIATES,  
LLC**

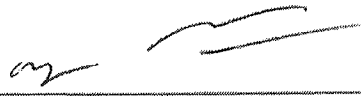
By: Bensussen Deutsch & Associates  
Holdings, LLC  
Its: Sole Member

By: Bensussen Deutsch Holdings, Inc.  
Its: Sole Member

By:   
Name: Jacob B. Deutsch  
Title: Chief Executive Officer

Agreed and accepted as of  
the date first written above:

**AMERICAN CAPITAL, LTD.**, as Collateral  
Agent

By:   
Name: Andrew Flesch  
Title: Vice President

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005356 FRAME: 0128**

**SCHEDULE A**

**Trademark Registrations**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
CANADA	WE MAKE YOUR BRAND AN EXPERIENCE	TMA777433	9/17/2010
USA	YOUR MERCHANDISE AGENCY	3486910	8/19/2008
USA	MERCHAGENCY	3775066	4/13/2010
USA	POWER OF MERCHANDISE	3838224	8/24/2010
USA	UNLEASH THE POWER OF MERCHANDISE	3978383	6/14/2011
USA	WE MAKE YOUR BRAND AN EXPERIENCE	3664516	8/4/2009
USA	APPTAGIOUS	3788201	5/11/2010
USA	PROACTIVATION	3938943	3/29/2011
USA	EVOLVING BRANDED MERCHANDISE	4129455	4/17/2012
USA	OUR BRAND(ED) WORLD	4101287	2/21/2012
USA	SUSAN'S ROCK	4440798	11/26/2013
USA	BDA CARES FOUNDATION	4209426	9/18/2012
USA/WA	BDA	54317	12/8/2010
USA/WA	BD&A	54316	12/8/2010
ARGENTINA	POWERSURFACE	2421427	1/28/2011
ARGENTINA	MINIREMOTE	2514782	6/20/2012
AUSTRALIA	POWER A AND DESIGN	996491	3/4/2009
AUSTRALIA	POWER A	996486	3/4/2009
AUSTRALIA	POWERSURFACE	1020260	11/3/2009
AUSTRALIA	AMPLIFY YOUR EXPERIENCE	1072695	11/15/2010
AUSTRALIA	A LOGO	1157099	8/21/2012
CANADA	POWER A	TMA860009	9/12/2013
CANADA	POWERSURFACE	TMA850768	5/13/2013
COSTA RICA	POWERSURFACE	200580	4/30/2010
COSTA RICA	MINIREMOTE	208189	3/28/2011
EU	POWER A AND DESIGN	996491	3/4/2009
EU	POWER A	996486	3/4/2009
EU	POWERSURFACE	1020260	11/3/2009
EU	AMPLIFY YOUR EXPERIENCE	1072695	11/15/2010
EU	FUS1ON	1142839	8/8/2012
EU	A LOGO	1157099	8/21/2012
INTL	POWER A AND DESIGN	996491	3/4/2009
INTL	POWER A	996486	3/4/2009
INTL	POWERSURFACE	1020260	11/3/2009
INTL	AMPLIFY YOU EXPERIENCE	1072695	11/15/2010
INTL	FUS1ON	1142839	8/8/2012
INTL	A LOGO	1157099	8/21/2012
MEXICO	POWER A	1171461	6/30/2010

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
MEXICO	POWER A AND DESIGN	1141082	2/2/2010
MEXICO	POWER SURFACE	1198887	1/26/2011
MEXICO	AMPLIFY YOU EXPERIENCE	1228921	7/26/2011
MEXICO	FUSION	1345355	1/29/2013
MEXICO	FUSION	1340224	12/18/2012
NEW ZEALAND	POWERSURFACE	815292	5/6/2010
PANAMA	POWER A	179627	3/11/2009
PANAMA	POWER A AND DESIGN	179629	3/11/2009
PANAMA	POWERSURFACE	185701	11/13/2009
PANAMA	MINIREMOTE	192300	5/25/2011
PANAMA	AMPLIFY YOU EXPERIENCE	195428	7/27/2011
PANAMA	FUSION	215502	8/13/2012
PANAMA	FUSION	215503	8/13/2012
PANAMA	A LOGO	216128	9/3/2012
PANAMA	A LOGO	216129	9/3/2012
USA	TRUE GRIP	3573112	2/10/2009
USA	POWER A AND DESIGN	4388318	8/20/2013
USA	POWER A	4380421	8/6/2013
USA	POWERSURFACE	3797303	6/1/2010
USA	PRO PACK MINI	4049936	11/1/2011
USA	MINIREMOTE	3902328	1/4/2011
USA	AMPLIFY YOU EXPERIENCE	4392629	8/27/2013
AUSTRALIA	MUNITIO	1129843	3/30/2012
AUSTRALIA	MUNITIO (STYLIZED)	1137957	3/30/2012
AUSTRALIA	SILICONEHOLLOWPOINTS AND DESIGN	1129837	4/5/2012
CHINA	[M]IC CONTROL	1126107	3/30/2012
EU	MUNITIO	1055448	9/24/2010
EU	MUNITIO	1129843	3/30/2012
EU	MUNITIO (STYLIZED)	1137957	3/30/2012
EU	[M]IC CONTROL	1126107	3/30/2012
EU	SILICONEHOLLOWPOINTS AND DESIGN	1129837	4/5/201
INTL	MUNITIO	1055448	9/24/2010
INTL	MUNITIO	1129843	3/30/2012
INTL	MUNITIO (STYLIZED)	1137957	3/20/2012
INTL	[M]IC CONTROL	1126107	3/30/2012
INTL	BASS ENHANCING CHAMBER AND DESIGN	1121448	3/30/2012
INTL	SILICONEHOLLOWPOINTS AND DESIGN	1129837	4/5/2012
JAPAN	MUNITIO	1055448	9/20/2010
JAPAN	BASS ENHANCING CHAMBER AND DESIGN	1121448	3/30/2012
MEXICO	MUNITIO	1362071	4/22/2013
MEXICO	MUNITIO	1348231	2/14/2013
MEXICO	MUNITIO	1306188	8/23/2012
MEXICO	MUNITIO (STYLIZED)	1361251	4/17/2013



<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
MEXICO	MUNITIO (STYLIZED)	1342107	1/14/2013
MEXICO	MUNITIO (STYLIZED)	1307382	8/28/2012
MEXICO	[M]IC CONTROL	1356740	3/22/2013
MEXICO	BASS ENHANCING CHAMBER AND DESIGN	1360063	4/10/2013
MEXICO	SILICONEHOLLOWPOINTS AND DESIGN	1373194	6/4/2013
PANAMA	MUNITIO	210567	3/30/2012
PANAMA	MUNITIO	210569	3/30/2012
PANAMA	MUNITIO	210571	3/30/2012
PANAMA	MUNITIO (STYLIZED)	210572	3/30/2012
PANAMA	MUNITIO (STYLIZED)	210575	3/30/2012
PANAMA	MUNITIO (STYLIZED)	210576	3/30/2012
PANAMA	[M]IC CONTROL	210578	3/30/2012
PANAMA	BASS ENHANCING CHAMBER AND DESIGN	210580	3/30/2012
PANAMA	SILICONEHOLLOWPOINTS AND DESIGN	210842	3/30/2012
USA	BILLETS	4415258	10/8/2013
USA	SILICONEHOLLOWPOINTS	4432938	11/12/2013
USA	BASSENHANCINGCHAMBER	4177266	7/17/2012
USA	MUNITIO	4411371	10/1/2013
USA	STYLIZED DESIGN	3871485	11/2/2010
USA	[M]	4392897	8/27/2013
USA	BASS ENHANCING CHAMBER AND DESIGN	4366148	7/9/2013
USA	SILICONEHOLLOWPOINTS AND DESIGN	4434662	11/19/2013
AUSTRALIA	MOGA	1133019	7/23/2012
CANADA	MOGA	TMA866284	11/29/2013
CHINA	MOGA	1133019	7/23/2012
EU	MOGA	1133019	7/23/2012
INTL	MOGA	1133019	7/23/2012
MEXICO	MOGA	1334296	11/30/2012
MEXICO	MOGA	1332355	11/28/2012
PANAMA	MOGA	214791	7/25/2012
PANAMA	MOGA	214790	7/25/2012
USA	MOGA	440904	9/10/2013
USA	MOGA LOGO	4393332	8/27/2013

### Trademark Applications

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>
CANADA	AMPLIFY YOUR EXPERIENCE	1505094	11/23/2010
CANADA	FUSION	1589333	8/8/2012
CANADA	A DESIGN	1592500	8/31/2012
MEXICO	A LOGO	1304901	8/31/2012
MEXICO	A LOGO	1304902	8/31/2012

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>
USA	FUSION (STYLIZED)	85/541552	2/13/2012
USA	A LOGO	85/572105	3/16/2012
USA	ILLUMINATION	85/931478	5/14/2013
USA	MUNITIO	85/436918	9/30/2011
USA	MOGA BOOST	85/967990	7/24/2013
USA	MOGA BOOST LOGO	85/967996	7/24/2013
USA	S-M-R-T LOCK	85/920740	5/1/2013
USA	S-M-R-T LOCK LOGO	85/920744	5/1/2013