

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bentley Mills, Inc.		04/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza		
Internal Address:	MD 10908F		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Serial Number:	86296514	ALTITUDE	
Serial Number:	86167834	ARCADE LEGEND	
Serial Number:	86151055	BLACK BOOK	
Serial Number:	86391887	BUZZ WORTHY	
Serial Number:	86249018	CARBON BEACH	
Serial Number:	86458963	COHORT	
Serial Number:	86412134	ENTOURAGE	
Serial Number:	86296541	FREE PLAY	
Serial Number:	86221277	GAME WIZARD	
Serial Number:	86249021	GROTTO TRAIL	
Serial Number:	86352816	HACKER	
Serial Number:	86499695	HIGH SCORE	
Serial Number:	86313786	ILLUMINAIRE	
Serial Number:	86499679	MAGNETISM	
Serial Number:	86352826	MATH CLUB	
Serial Number:	86211569	MELROSE DUSK	
Serial Number:	86299890	MODERN BLOCK	
Serial Number:	86499697	MULTIPLAY	

CH \$1340.00 86296514

Property Type	Number	Word Mark
Serial Number:	86237841	NEW BOHEMIAN
Serial Number:	86205349	ROUGH IDEA
Serial Number:	86451240	SIGHT LINE
Serial Number:	86211571	SOHO DAWN
Serial Number:	86296528	STRATUM
Serial Number:	86352842	SUPERCOMPUTER
Serial Number:	86352846	TECH UPD8
Serial Number:	86296534	TOPOGRAPHY
Serial Number:	86499685	TRANCE
Serial Number:	86237846	TROUBADOUR
Serial Number:	86327476	VERTEX
Serial Number:	86237848	WANDERLUST
Serial Number:	86035788	XTERA
Serial Number:	86419381	ZODIAC
Registration Number:	4618624	AFIRMA
Registration Number:	4581207	BENTLEY
Registration Number:	4667500	BLAZE
Registration Number:	4581414	DRY LAKE
Registration Number:	3798178	ENCORERC
Registration Number:	4646111	FARRAGO
Registration Number:	4693071	FULFILL
Registration Number:	4577062	HITCHHIKER
Registration Number:	4621282	HOLLYWOOD SEQUEL
Registration Number:	4621280	KINGS ROAD
Registration Number:	4577176	MORRO
Registration Number:	4667498	NEW GOTHAM
Registration Number:	4667631	REALLY LATE NIGHT TV
Registration Number:	4581415	SALT CREEK
Registration Number:	4667501	SATELLITE CITY
Registration Number:	4577103	SAVAGE JOURNEY
Registration Number:	4577175	ULURU
Registration Number:	4621281	URBAN SCENE
Registration Number:	3073401	BENTLEY PRINCE STREET
Registration Number:	1310199	BENTLEY
Registration Number:	2259160	PRINCE STREET

CORRESPONDENCE DATA

Fax Number: 2025339099

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: 202-467-8800
Email: jspiantanida@vorys.com
Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: P.O. Box 2255 -- IPLAW@Vorys
Address Line 2: Attn: Tanya Marie Curcio
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	005252-1062/1707/TSA
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NAME OF SUBMITTER:	Julie S. Piantanida
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SIGNATURE:	/julie piantanida/
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DATE SIGNED:	04/30/2015
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

(Short Form)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 27, 2015 (the "Effective Date"), is entered into by and between **BENTLEY MILLS, INC.**, a Delaware corporation ("Debtor"), whose principal place of business and mailing address is 14641 Don Julian Road, City of Industry, California 91746, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), with an office at 38 Fountain Square Plaza, MD #10908F, Cincinnati, Ohio 45263, Attention: Structured Finance Group, is as follows:

WHEREAS, This Agreement is executed in connection with: (a) the Credit Agreement dated as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and between Debtor and Lender, and (b) the Trademark Security Agreement dated as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and between Debtor and Secured Party. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants and, as applicable, re-grants to Secured Party a continuing security interest in and to, and Lien on, all of the following (the following, being, collectively, the "Trademark Collateral"):

Whether now owned or hereafter acquired, all of Debtor's right, title and interest in and to (a) all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, and the Trademark Licenses; (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any assets or property of Debtor, in each case solely to the extent, and in the manner, such assets or property are excluded from the definition of "Collateral" pursuant to the last paragraph of Section 2 of the Security Agreement dated as of even date herewith between Debtor and Secured Party; *provided*

that, for the avoidance of any doubt, the Trademark Collateral shall include, and Debtor shall be deemed to have granted a security interest in and Lien on, all such assets and property, as the case may be, immediately upon such assets and property becoming "Collateral" as defined in, pursuant to, and in accordance with such Security Agreement.

Debtor hereby authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office.

This Agreement is entered into in connection with the Security Agreement, and the rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

BENTLEY MILLS, INC.

By: 
Eric Petty, Chief Financial Officer

FIFTH THIRD BANK

By: _____
Anne Brooke Kelly, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(SHORT FORM)

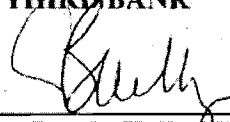
TRADEMARK
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IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

BENTLEY MILLS, INC.

By: _____
Eric Petty, Chief Financial Officer

FIFTH THIRD BANK

By:  _____
Anne Brooke Kelly, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(SHORT FORM)

TRADEMARK
REEL: 005507 FRAME: 0311

SCHEDULE I

U.S. REGISTERED TRADEMARKS

Trademark	Country	Status	App./Reg. No	App./Reg. Date
AFIRMA	U.S.	Registered	4618624	10/7/2014
ALTITUDE	U.S.	Pending ITU	86/296514	5/30/2014
ARCADE LEGEND	U.S.	Pending ITU	86/167834	1/16/2014
BENTLEY (Stylized)	U.S.	Registered	4581207	8/5/2014
BLACK BOOK	U.S.	Pending ITU	86/151055	12/23/2013
BLAZE	U.S.	Registered	4667500	1/6/2015
BUZZ WORTHY	U.S.	Pending ITU	86/391887	9/11/2014
CARBON BEACH	U.S.	Pending ITU	86/249018	4/10/2014
COHORT	U.S.	Pending ITU	86/458963	11/19/2014
DRY LAKE	U.S.	Registered	4581414	8/5/2014
ENCORERC	U.S.	Registered	3798178	6/8/2010
ENTOURAGE	U.S.	Pending ITU	86/412134	10/1/2014
FARRAGO	U.S.	Registered	4646111	11/25/2014
FREE PLAY	U.S.	Pending ITU	86/296541	5/30/2014
FULFILL	U.S.	Registered	4693071	2/24/2015
GAME WIZARD	U.S.	Pending ITU	86/221277	3/14/2014
GROTTO TRAIL	U.S.	Pending ITU	86/249021	4/10/2014
HACKER	U.S.	Pending ITU	86/352816	7/30/2014
HIGH SCORE	U.S.	Pending ITU	86/499695	1/9/2015
HITCHHIKER	U.S.	Registered	4577062	7/29/2014
HOLLYWOOD SEQUEL	U.S.	Registered	4621282	10/14/2014
ILLUMINAIRE	U.S.	Pending	86/313786	6/18/2014
KINGS ROAD	U.S.	Registered	4621280	10/14/2014
MAGNETISM	U.S.	Pending ITU	86/499679	1/9/2015
MATH CLUB	U.S.	Pending ITU	86/352826	7/30/2014
MELROSE DUSK	U.S.	Pending ITU	86/211569	3/5/2014
MODERN BLOCK	U.S.	Pending	86/299890	6/4/2014
MORRO	U.S.	Registered	4577176	7/29/2014
MULTIPLAY	U.S.	Pending ITU	86/499697	1/9/2015
NEW BOHEMIAN	U.S.	Pending ITU	86/237841	3/31/2014
NEW GOTHAM	U.S.	Registered	4667498	1/6/2015
REALLY LATE NIGHT TV	U.S.	Registered	4667631	1/6/2015
ROUGH IDEA	U.S.	Pending ITU	86/205349	2/26/2014
SALT CREEK	U.S.	Registered	4581415	8/5/2014
SATELLITE CITY	U.S.	Registered	4667501	1/6/2015
SAVAGE JOURNEY	U.S.	Registered	4577103	7/29/2014
SIGHT LINE	U.S.	Pending ITU	86/451240	11/11/2014
SOHO DAWN	U.S.	Pending ITU	86/211571	3/5/2014
STRATUM	U.S.	Pending ITU	86/296528	5/30/2014
SUPER COMPUTER	U.S.	Pending ITU	86/352842	7/30/2014
TECH UPD8	U.S.	Pending ITU	86/352846	7/30/2014
TOPOGRAPHY	U.S.	Pending ITU	86/296534	5/30/2014
TRANCE	U.S.	Pending ITU	86/499685	1/9/2015
TROUBADOUR	U.S.	Pending ITU	86/237846	3/31/2014
ULURU	U.S.	Registered	4577175	7/29/2014
URBAN SCENE	U.S.	Registered	4621281	10/14/2014

Trademark	Country	Status	App./Reg. No	App./Reg. Date
VERTEX	U.S.	Pending ITU	86/327476	7/2/2014
WANDERLUST	U.S.	Pending ITU	86/237848	3/31/2014
XTERA	U.S.	Pending ITU	86/035788	8/12/2013
ZODIAC	U.S.	Pending ITU	86/419381	10/9/2014
BENTLEY PRINCE STREET	U.S.	Registered	3073401	3/28/2006
BENTLEY (Stylized)	U.S.	Registered	1310199	12/18/1984
PRINCE STREET (Stylized)	U.S.	Registered	2259160	7/6/1999