

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 1 to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performance Designed Products LLC		12/18/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77284883	HOME STAGE KIT	
Serial Number:	77668108	SMARTSTYLUS	
Registration Number:	2881553	V THE VIDEO GAME BUYERS GUIDE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Susan O'Brien		
Address Line 1:	187 Wolf Road, Suite 101		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Albany, NEW YORK 12205		
NAME OF SUBMITTER:	Susan O'Brien		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	12/22/2015		
Total Attachments: 6			
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AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this “Amendment”), made as of December 18, 2015, by and between WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company (“Secured Party”), and the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Grantor and Secured Party are parties to the Trademark Security Agreement, dated April 22, 2011 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the “Trademark Security Agreement”) and recorded with the Trademark Division of the United States Patent and Trademark Office on May 23, 2013 at Reel/Frame 5033/0582;

WHEREAS, pursuant to the Trademark Security Agreement, Grantor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Grantor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and internet domain names registered or filed with the United States Patent and Trademark Office described in Schedule I hereto and made a part hereof (collectively, the “Additional Trademarks”); and

WHEREAS, Grantor is obligated to grant a security interest in and pledge all such Additional Trademarks and Additional Trademark Collateral (as hereinafter defined) to Secured Party, as provided by the terms and conditions of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule 1 to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the additional Trademark Collateral consisting of the Additional Trademarks and other Trademark Collateral related thereto (such Additional Trademarks and Trademark Collateral related thereto being referred to herein as the “Additional Trademark Collateral”).

(b) All references to the term "Trademark Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral and the other assets described in Section 2 of this Amendment.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Secured Party set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, Grantor hereby confirms, reaffirms and restates its prior grant of Trademark Collateral to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon the Additional Trademark Collateral.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademark Collateral set forth in the Trademark Security Agreement shall apply to the Additional Trademark Collateral and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Amendment as of the day and year first above written.

**PERFORMANCE DESIGNED
PRODUCTS LLC,**

as Grantor

By: Kevin Johnson

Name: Kevin Johnson

Title: CFO



WELLS FARGO CAPITAL FINANCE, LLC

as Secured Party

By: _____

Name:

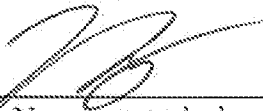
Title:

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Amendment as of the day and year first above written.

**PERFORMANCE DESIGNED
PRODUCTS LLC,**
as Grantor

By: _____
Name:
Title:

WELLS FARGO CAPITAL FINANCE, LLC
as Secured Party

By:  _____
Name: Nicholas Ply
Title: Vice President

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

TRADEMARK
REEL: 005695 FRAME: 0172

SCHEDULE 1
TO
AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT

List of Trademarks and Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Home Stage Kit	77284883	09/20/2007			
Smartstylus	77668108	02/11/2009			
V the Video Game Buyers Guide	78250582	05/15/2003	2881553	09/07/2004	