

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
POP Displays USA, LLC		06/04/2008	LIMITED LIABILITY COMPANY: DELAWARE
POP Displays, LLC		06/04/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUN POP FINANCE, LLC		
<b>Street Address:</b>	5200 Town Center Circle		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33486		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77249920	POPDISPLAYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)861-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-861-2000		
<b>Email:</b>	dgasiorowski@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	200 East Randolph Drive		
<b>Address Line 2:</b>	c/o Donna Gasiorowski, Sr. Legal Asst.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	11177-1 DRG		
<b>NAME OF SUBMITTER:</b>	Donna Gasiorowski		

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Signature:	/Donna Gasiorowski/
Date:	06/04/2008
<b>Total Attachments: 5</b> source=POP TM security agreement#page1.tif source=POP TM security agreement#page2.tif source=POP TM security agreement#page3.tif source=POP TM security agreement#page4.tif source=POP TM security agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of June, 2008, among the Grantors listed on the signature page hereof ("Grantors"), and SUN POP FINANCE, LLC, in its capacity as administrative agent for the Secured Party (together with its successors, "Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Secured Promissory Note dated March 17, 2008 and that certain Senior Subordinated Secured Revolving Promissory Note dated June 4, 2008 (each as amended, restated, supplemented or otherwise modified from time to time, the "Notes") among POP Displays USA, LLC, a Delaware limited liability company, and POP Displays, LLC, a Delaware limited liability company, as "Makers" ("Makers"), and Sun POP Finance, LLC, the Secured Party is willing to make certain financial accommodations available to Makers pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Party is willing to make the financial accommodations to Makers as provided for in the Notes, but only upon the condition, among others, that Grantors and certain of its affiliates shall have executed and delivered to Administrative Agent, for the benefit of Secured Party, that certain Security Agreement dated March 17, 2008 and that certain Security Agreement dated June 4, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Party, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements and/or the Notes.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Administrative Agent, for the benefit of Secured Party, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral") (other than Excluded Property):

(a) all of its Trademarks including those Trademarks referred to on Schedule I hereto;

(b) all extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) 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 any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Party, pursuant to the Security Agreements. Grantors hereby acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantors shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

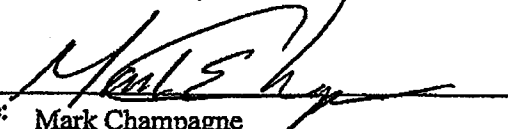
5. TERMINATION. Upon the payment in full of the Secured Obligations and termination of this Trademark Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors proper documents and instruments acknowledging the release of the lien and security interest in the Trademarks, goodwill, and Proceeds under this Trademark Security Agreement.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Subordinate Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

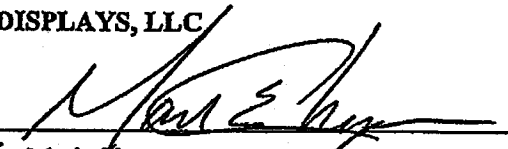
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**POP DISPLAYS USA, LLC**

By:   
Name: Mark Champagne  
Title: Chief Financial Officer

**POP DISPLAYS, LLC**

By:   
Name: Mark Champagne  
Title: Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**SUN POP FINANCE, LLC, as Administrative Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



SCHEDULE I  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Application**

<b>Title</b>	<b>Country</b>	<b>Appln. No. Filed</b>
POP Displays USA Logo	USA	77249920 11/17/2007