

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment to Reel/Frame 002654/0125		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Topsville, Inc.		03/25/2009	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TD Bank, N.A.		
<b>Street Address:</b>	1000 MacArthur Boulevard		
<b>City:</b>	Mahwah		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07430		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1591085	MINIVILLE	
<b>Registration Number:</b>	1561078	TOPSVILLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 2:</b>	Attn: Jean Paterson		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	94308		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>Signature:</b>	/Jean Paterson/		

**CH \$65.00 1591085**

Date:

03/31/2009

**Total Attachments: 9**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

TOPSVILLE, INC.  
11800 NW 102 Road  
Medley, FL 33178

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: FLORIDA  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) March 2009

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Amendment to Reel/Frame 002654/0125

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: TD BANK, N.A.

Internal Address: \_\_\_\_\_

Street Address: 1000 MacArthur Boulevard

City: Mahwah

State: NJ

Country: USA Zip: 07430

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
1,591,085 & 1,561,078

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: \_\_\_\_\_ Corporation Service Company  
Internal Address: 1133 Avenue of the Americas  
Suite 3100  
Street Address: New York, NY 10036

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \*943080-10

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Margaret Pausche  
Signature

3/31/2009

Date

MARGARET PAUSCHE

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

**TD BANK, N.A., successor by merger to Hudson United Bank**

**First Amendment to Confirmatory Trademark Security Agreement**

**BETWEEN**

**TOPSVILLE, INC., as Borrower**

**AND**

**TD BANK, N.A., successor by merger to HUDSON UNITED BANK, as Secured Party**

This First Amendment to Confirmatory Trademark Security Agreement made this 25th day of March 2009 by and between **TOPSVILLE, INC.**, a Florida corporation with its principal place of business at 11800 NW 102 Road, Medley, Florida 33178 (hereinafter, the "Borrower"), and **TD BANK, N.A.**, successor by merger to Hudson United Bank, a national association organized under the laws of the United States of America with offices located at 1000 MacArthur Boulevard, Mahwah, New Jersey 07430 (hereinafter, the "Bank").

**WITNESSETH:**

The Borrower is a party to a Restated Revolving Loan Agreement dated the date hereof with the Bank (as the same may be supplemented, modified, amended or restated from time to time, the "Loan Agreement") which is a restatement of a revolving loan agreement dated December 23, 2002 between the Borrower and Hudson United Bank, as subsequently amended by five (5) amendments to the revolving loan agreement (collectively, the "Original Loan Agreement") and a Restated General Security Agreement dated the date hereof in favor of the Bank (as the same may be supplemented, modified, amended or restated from time to time, the "Security Agreement"), which is a restatement of a general security agreement dated December 23, 2002 between the Borrower and Hudson United Bank, pursuant to which, among other things, in order to secure all of the Borrower's Obligations as defined in the Loan Agreement, the Borrower pledged and granted to the Bank a present and continuing lien and security interest in and to (among other things), any and all of the Borrower's present and future general intangibles, including, without limitation, the Trademarks (as hereinafter defined).

The Confirmatory Trademark Security Agreement dated December 23, 2002 was recorded in the United States Patent and Trademark Office on January 2, 2003 in Reel/Frame No. 002654/0125 (the Confirmatory Trademark Security Agreement dated December 23, 2002 as amended by this first amendment to confirmatory trademark security agreement, as the same may be supplemented, modified, amended or restated from time to time in the manner provided herein, is collectively referred to as, this "Agreement").

The Borrower and the Bank have agreed to modify the terms and conditions of this Agreement pursuant to the terms and conditions of the Loan Agreement including, without limitation, modifying the lien and security interest in and to (among other things), any and all of the Borrower's present and future general intangibles including, without limitation, the Trademarks, trademark registrations and applications of the Borrower.

The Borrower and the Bank have entered into this Agreement and the Borrower has signed a Special Power of Attorney, which is attached hereto as **Schedule B**, in order to confirm the liens and security interests granted in such collateral and to permit the recordation of this Agreement and those liens and security interests with the appropriate governmental authorities, all upon the terms and provisions and subject to the conditions hereinafter set forth.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Borrower, the Borrower hereby pledges, assigns, conveys, transfers, delivers and confirms to the Bank, and grants to the Bank, a present and continuing lien and security interest in and to any and all of the trademarks, trademark registrations and applications of the Borrower listed in **Schedule A** hereto (as the same may be amended pursuant hereto from time to time), including (without limitation) any and all renewals and extensions thereof (whether in whole or in part), any and all rights corresponding to any of the foregoing throughout the world, and the good will of the business to which each of those trademarks relates, in each case whether now existing or hereafter acquired or created, whether owned, individually, jointly or otherwise, together with the products and proceeds thereof (including any and all license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals, continuations, modifications and extensions of any and all of the foregoing (all of the foregoing herein collectively referred to as, the "Trademarks").

The Borrower hereby authorizes the Bank to modify this Agreement (without the signature of the Borrower) by amending **Schedule A** hereto to include any and all future trademarks and trademark registrations, which are included as "Trademarks" above and as "Collateral" under (and as defined in) the Security Agreement, whenever acquired or created.

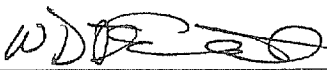
This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Loan Agreement, the Security Agreement and the other Loan Documents (as defined in the Loan Agreement). This Agreement shall be governed and construed in accordance with all of the terms and provisions of the Loan Agreement, the Security Agreement and the other Loan Documents, and the Bank shall have all of the rights, powers, privileges and remedies granted by those terms and provisions, as if those terms and provisions were fully set forth herein. All of the Bank's rights, powers, privileges and remedies with respect to the Trademarks, whether established by this Agreement, the Loan Agreement, the Security Agreement, any other Loan Document or applicable law, shall be cumulative and may be exercised singularly or concurrently in such order and manner as the Bank may elect. This Agreement shall continue in full force and effect for so long as any obligations remain outstanding under the Loan Agreement, the Security Agreement and other

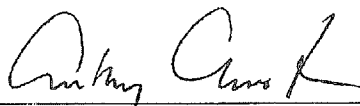
Loan Documents and the termination of the Loan Agreement, and may be terminated, modified, amended or restated only in a document executed by the Bank and the Borrower.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.


WITNESS:

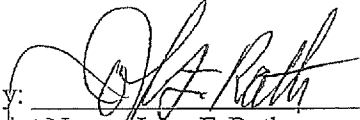
TOPSVILLE, INC.

  
\_\_\_\_\_  
William D. Freedman, Esq.

By:   
\_\_\_\_\_  
Print Name: Anthony Christon  
Print Title: Chief Financial Officer & Treasurer

TD BANK, N.A., successor by merger to  
Hudson United Bank

  
\_\_\_\_\_  
Clinton A. Poff, Esq.

By:   
\_\_\_\_\_  
Print Name: John F. Rath  
Print Title: Senior Vice President

STATE OF NEW JERSEY    )  
  ): ss.:  
COUNTY OF PASSAIC    )

On the 5th day of March 2009 before me personally came ANTHONY CHRISTON, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of TOPSVILLE, INC., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

MARGARET PAUSCHE  
A Notary Public of New Jersey  
My Commission Expires June 15, 2010

STATE OF NEW JERSEY    )  
  ): ss.:  
COUNTY OF PASSAIC    )

On the 25th day of March 2009 before me personally came JOHN F. RATH to me known, who, being by me duly sworn, did depose and say that he is a Senior Vice President of TD BANK, N.A., successor by merger to Hudson United Bank, the bank described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said national bank.

  
\_\_\_\_\_  
Notary Public

MARGARET PAUSCHE  
A Notary Public of New Jersey  
My Commission Expires June 15, 2010

SCHEDULE A

<u>Trademark</u>	<u>Application/Registration No.</u>
MINIVILLE	1,591,085
TOPSVILLE	1,561,078

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3/24/09 4:04 PM



SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY )  
 ): ss.:  
COUNTY OF PASSAIC )

KNOW ALL MEN BY THESE PRESENTS, that TOPSVILLE, INC., a Florida corporation with its principal place of business at 11800 NW 102 Road, Medley, Florida 33178 (hereinafter, the "Borrower"), pursuant to a First Amendment to Confirmatory Trademark Security Agreement dated the date hereof (the "Agreement"), hereby constitutes and appoints TD BANK, N.A., successor by merger to Hudson United Bank, a national association organized under the laws of the United States of America with offices located at 1000 MacArthur Boulevard, Mahwah, New Jersey 07430 (hereinafter, the "Bank"), as its true and lawful attorney-in-fact, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower at any time and from time to time after the occurrence and during the continuance of an Event of Default, and subject to the other terms and conditions of the Loan Agreement, the Security Agreement and the other Loan Documents (all capitalized terms not defined herein shall have the meanings assigned to them in the Agreement):

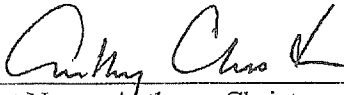
1. Assign, sell or otherwise dispose of all right, title and interest in and to the trademarks, trademark registrations and applications of the Borrower listed on Schedule A of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to maintain the trademarks, trademark registrations and applications of the Borrower listed on Schedule A of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, as the Bank may in its sole discretion determine to be necessary.

This power of attorney is made pursuant to the Agreement, dated the date hereof, between Borrower and Bank (i) is coupled with an interest and (ii) shall be irrevocable for the term of this

Agreement and thereafter as long as any obligations shall be outstanding under the Loan Agreement and the Security Agreement and the termination of the Loan Agreement.

TOPSVILLE, INC.,  
a Florida corporation

By:   
Print Name: Anthony Christon  
Print Title: Chief Financial Officer

STATE OF NEW JERSEY    )  
                                  ): ss.:  
COUNTY OF PASSAIC    )

On the 25th day of March 2009 before me personally came ANTHONY CHRISTON, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of TOPSVILLE, INC., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

  
Notary Public

MARGARET PAUSCHE  
A Notary Public of New Jersey  
My Commission Expires June 15, 2010

SCHEDULE A

<u>Trademark</u>	<u>Application/Registration No.</u>
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TOPSVILLE	1,561,078