#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Absolutely Custom Group, Inc.		07/16/2013	CORPORATION: DELAWARE
Sportdecals Sport and Spirit Products, Inc.		07/16/2013	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	TCF National Bank
Street Address:	800 Burr Ridge Parkway
City:	Burr Ridge
State/Country:	ILLINOIS
Postal Code:	60527
Entity Type:	National Banking Association: UNITED STATES

#### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4272264	HDHD
Registration Number:	3360663	HDHD HIGH DEF HELMET DECALS
Registration Number:	3895052	CROSSCYCLE
Registration Number:	2075300	GALAPAGOS
Registration Number:	2041676	SPORTDECALS
Serial Number:	78800404	HIGH DEF HELMET DECALS
Registration Number:	2715672	CAN'T BE TAMED
Registration Number:	2654323	CAN'T BE TAMED

#### **CORRESPONDENCE DATA**

3122585700 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 312-258-5724

**REEL: 005072 FRAME: 0246** 

**TRADEMARK** 

900260835

Email: cbollinger@schiffhardin.com Correspondent Name: Chris L. Bollinger Address Line 1: P.O. Box 06079 Address Line 2: Schiff Hardin LLp Address Line 4: Chicago, ILLINOIS 60606-0079 ATTORNEY DOCKET NUMBER: 41357-0011 NAME OF SUBMITTER: Chris L. Bollinger Signature: /Chris L. Bollinger/ Date: 07/17/2013 Total Attachments: 16 source=7-17 - ACG Security Agreement#page1.tif source=7-17 - ACG Security Agreement#page2.tif source=7-17 - ACG Security Agreement#page3.tif source=7-17 - ACG Security Agreement#page4.tif source=7-17 - ACG Security Agreement#page5.tif source=7-17 - ACG Security Agreement#page6.tif source=7-17 - ACG Security Agreement#page7.tif source=7-17 - ACG Security Agreement#page8.tif source=7-17 - ACG Security Agreement#page9.tif source=7-17 - ACG Security Agreement#page10.tif source=7-17 - ACG Security Agreement#page11.tif source=7-17 - ACG Security Agreement#page12.tif source=7-17 - ACG Security Agreement#page13.tif source=7-17 - ACG Security Agreement#page14.tif source=7-17 - ACG Security Agreement#page15.tif

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#### PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of July 16, 2013 by Absolutely Custom Group, Inc., a Delaware corporation ("Holdings"), and Sportdecals Sport and Spirit Products, Inc., a Delaware corporation ("Borrower"; Holdings and Borrower are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), in favor of TCF National Bank ("Lender").

#### WITNESSETH:

WHEREAS, Obligors and Lender have entered into that certain Credit Agreement dated as of July 16, 2013 (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, each Obligor execute and deliver to Lender this Agreement;

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

- 1. <u>Incorporation of Credit Agreement</u>. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein. As used herein, the terms "Paid in Full" and "Payment in Full" mean the payment and satisfaction in full of all Liabilities (other than (i) Banking Services Liabilities that have been cash collateralized pursuant to such agreements as Lender may require in form and substance satisfactory to Lender and (ii) Unasserted Contingent Indemnification Claims) and the termination of all Financing Agreements (other than Banking Services Agreements).
- 2. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all of each Obligor's Liabilities each Obligor hereby grants to the Lender a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:
- (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on <u>Schedule A</u> attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications,

together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

- (ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on <u>Schedule B</u> attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");
- (iii) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on <u>Schedule C</u> attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "<u>Patent and Copyright Licenses</u>");
- (iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");
- (v) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hererinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and
- (vi) the goodwill of such Obligor's business connected with and symbolized by the Marks.

- 3. Restrictions on Future Agreements. Except to the extent the same is otherwise expressly permitted under the Credit Agreement, each Obligor agrees and covenants that until the Liabilities shall have been Paid in Full, such Obligor will not, without Lender's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without Lender's prior written consent it will not take any action or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Lender under this Agreement. Except to the extent the same is otherwise expressly permitted under the Credit Agreement, each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Lender thereto.
- Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants (to such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) except to the extent expressly permitted by the Credit Agreement, the Patents, Marks, Copyrights and Licenses are subsisting; (ii) the Patents, Marks, Copyrights and Licenses have not been adjudged invalid or unenforceable in whole or in part and are not currently being challenged in any way, in each case except to the extent the same could not reasonably be expected to have a Material Adverse Effect; (iii) except to the extent expressly permitted by the Credit Agreement, none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iv) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable, except to the extent the failure to be so valid and enforceable could not reasonably be expected to have a Material Adverse Effect; (v) and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses, in each case which could reasonably be expected to have a Material Adverse Effect; (vi) to such Obligor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement that could reasonably be expected to have a Material Adverse Effect; (vii) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Lender pursuant to this Agreement, the other Financing Agreements and the Mezzanine Subordinated Debt Documents; (viii) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest on the date hereof; (ix) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (x) such Obligor will provide notice in accordance with Requirements of Law in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (xi) such Obligor will use standards of quality in its manufacture of products sold under the Marks materially consistent with those currently employed by it.

- 5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities shall have been Paid in Full, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Lender prompt written notice thereof. Each Obligor hereby authorizes Lender to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of any Obligor or rights of Lender hereunder.
- 6. Royalties; Terms. Each Obligor hereby agrees that the security interest of Lender in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges from Lender to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) Payment in Full of the Liabilities.
- 7. <u>Inspection</u>. In accordance with Section 5.10 of the Credit Agreement, Lender shall have the right to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Lender to each Obligor of Lender's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.
- 8. Termination of Each Obligor's Interest. This Agreement is made for collateral purposes only. Upon Payment in Full of the Liabilities, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Lender shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Lender's security interest granted to Lender pursuant to this Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Lender.

- Duties of the Obligors. Except to the extent the same is no longer material to such Obligor's business or to the extent the same is otherwise expressly permitted under the Credit Agreement, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business or to the extent the same is otherwise expressly permitted under the Credit Agreement, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Lender.
- 10. <u>Lender's Right to Sue</u>. From and after the occurrence and during the continuance of a Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Lender shall commence any such suit, each Obligor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 10.
- 11. <u>Waivers</u>. No course of dealing between any Obligor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 12. <u>Severability</u>. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 13. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in <u>Section 5</u> hereof or by a writing signed by the parties hereto.
- 14. <u>Further Assurances</u>. Each Obligor shall execute and deliver to Lender, at any time or times hereafter at the request of Lender, all papers (including, without limitation, any as may be deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying

the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Lender), as Lender may request, to evidence Lender's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Lender's rights under this Agreement.

- 15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses. whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Lender as such Obligor's true and lawful attorney-infact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Lender as necessary or desirable for Lender in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Lender deems in good faith to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been Paid in Full. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases the Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein.
- 16. <u>Binding Effect; Benefits</u>. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Lender and its respective successors, assigns and nominees.
- 17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.
- 18. <u>Counterparts</u>. This Agreement may by executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to

this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

**IN WITNESS WHEREOF**, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

	ABSOLUTELY CUSTOM GROUP, INC.
	By:  Name: ERIK E. MAURER  Title: CHAIRMAN, TREASURER AND  ASSISTANT SECRETARY  SPORTDECALS SPORT AND  SPIRIT PRODUCTS, INC.
	By:
	Name: GRIK E. MAURER Title: CHAIRMAN TREASURED AND
	Title: CHAIRMAN, TREASURER AND ASSISTANT SECRETARY
The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.	
TCF NATIONAL BANK	
By:	
Name:	
Title:	

**IN WITNESS WHEREOF**, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

#### ABSOLUTELY CUSTOM GROUP, INC.

By:	
Name:	
Title:	
SPORTDECALS SPORT AND	
SPIRIT PRODUCTS, INC.	
By:	
Name:	
Title.	

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK

By: Edward I Rycych

Title: Senior Vice President

## SCHEDULE A

## PATENTS AND PATENT APPLICATIONS

None.

#### **SCHEDULE B**

## **COPYRIGHTS**

Title	Country	Reg. No.
FOOTBALL ISSUE: SPRING 1998	U.S	TX4889788
FALL 1998 SPOTLIGHT ON EXCELLENCE CATALOG	U.S	VA974346
KWIK SHIP, SUMMER/FALL 1998	U.S	TX4880093
FOOTBALL: WINTER 1998	U.S	Txu880729
SPORTDECALSKWIK! ALL SPORT: TEAM IDENTITY, PRIDE, SPIRIT, FUNDRAISING: CATALOG ISSUE: 15 OCT-15 NOV 1994	U.S	TX3940393
SPORTDECALSKWIK! ALL SPORT: TEAM IDENTITY, PRIDE, SPIRIT, FUNDRAISING: CATALOG ISSUE: 1993-1994	U.S	TX3729734
CELEBRATIONS KWIK! A DIVISION OF SPORTDECALSKWIK!: CLASS EVENTS, HOMECOMING, PARADES, DANCES: CATALOG ISSUE: FALL 1993	U.S	TX3729735

## **SCHEDULE C**

# PATENT AND COPYRIGHT LICENSES

None.

## SCHEDULE D

## TRADEMARKS, SERVICE MARKS

MARK	COUNTRY / STATE	SER. NO.	REG. NO.	STATUS
ABSOLUTELY CUSTOM N/A				Pending - not yet filed
HDHD	U.S	85634660	4272264	1/8/2013
HDHD HIGH DEF HELMET DECALS	U.S	78800389	3360663	12/25/2007
CROSSCYCLE	U.S	77833753	3895052	12/21/2010
GALAPAGOS	U.S	75068018	2075300	7/1/1997
SPORTDECALS	U.S	74709734	2041676	3/4/1997
HIGH DEF HELMET DECALS	U.S	78800404		
CAN'T BE TAMED & DESIGN	U.S	76435252	2715672	5/13/2003
CAN'T BE TAMED	U.S	76368794	2654323	11/26/2002
WE'VE GOT A DECAL FOR THAT!	ILLINOIS		101639	4/29/2010

## SCHEDULE E

## TRADEMARK LICENSES

None

# SPECIAL POWER OF ATTORNEY (Patent, Trademark, Copyright and License)

STATE OF	)
	) SS.
COUNTY OF	)

KNOW ALL MEN BY THESE PRESENTS, that Absolutely Custom Group, Inc., a Delaware corporation ("Holdings"), and Sportdecals Sport and Spirit Products, Inc., a Delaware corporation ("Borrower"; Holdings and Borrower are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated July 16, 2013 (the "Collateral Agreement") among Obligors and TCF National Bank ("Lender"), each hereby appoints and constitutes Lender its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor after a Default (as defined in the Collateral Agreement) shall have occurred and be continuing:

- 1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, 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 effect the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to that certain Credit Agreement, dated as of July 16, 2013, among the Obligors and the Lender and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Credit Agreement.

ABSOLUTELY, CUSTOM GROUP, INC.

Name: ERIK E. MAURER Title: CHAIRMAN, TREASURER AND
AGSISTANT SECRETARY

SPORTDECALS SPORT AND SPIRIT PRODUCTS, INC.

By:

Name: ERIK E. MAURER
Title: 4 HAIRMAN TREASURER AND
ASSISTANT SEZRETARY

**TRADEMARK REEL: 005072 FRAME: 0263** 

**RECORDED: 07/17/2013**