

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest (Subordinate to TCF National Bank's security interest)

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Prospect Partners III, L.P., as Administrative Agent for Christopher Gagnon and Prospect Partners III, L.P.
Street Address:	200 W. Madison St.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

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

Fax Number: 2149813400
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$215.00 4272264

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 38739-10600

NAME OF SUBMITTER: Dusan Clark

Signature: /Dusan Clark/

Date: 07/17/2013

Total Attachments: 14

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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT (THE “SUBORDINATION AGREEMENT”) DATED AS OF JULY 16, 2013 IN FAVOR OF TCF NATIONAL BANK, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

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 “Grantors” and, individually, as a “Grantor”), in favor of Prospect Partners III, L.P., a Delaware limited partnership (“Prospect”), as administrative agent (in such capacity, “Agent”) for Christopher Gagnon (“Mr. Gagnon”) and Prospect, each as a lender (in such capacity, each a “Lender” and collectively “Lenders”) under the Notes (as defined in the Security Agreement (as defined herein)). Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth for such terms in the Security Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement (the “Security Agreement”), as collateral security for all of the Secured Obligations, each Grantor has hypothecated and granted to Agent, for the benefit of the Lenders, a continuing second priority security interest in the Patents, Marks, Copyrights and Licenses (as each is defined herein); and

WHEREAS, Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantors shall have executed and delivered this Agreement to Agent for the benefit of the Lenders.

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 Grantor agrees as follows:

1. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all of the Secured Obligations, each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in and to all of such Grantor’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 Schedule A 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 Grantor 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 Schedule B 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 Grantor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(iii) all such Grantor’s rights and obligations pursuant to its license agreements with any other person or persons with respect to any Patents and Copyrights, whether such Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C 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 Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “Patent and Copyright Licenses”);

(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 Grantor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”);

(v) all such Grantor’s rights and obligations pursuant to its license agreements with any other person or persons with respect to any Marks, whether such Grantor 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 Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter 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 Grantor's business connected with and symbolized by the Marks.

2. Restrictions on Future Agreements. Except to the extent the same is otherwise expressly permitted under the Security Agreement, each Grantor agrees and covenants that until the Secured Obligations shall have been performed and paid in full, such Grantor will not, without Agent'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 Grantor's obligations under this Agreement, and each Grantor further agrees and covenants that without Agent'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 Agent under this Agreement for the benefit of the Lenders. Except to the extent the same is otherwise expressly permitted under the Security Agreement, each Grantor 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 Agent thereto.

3. Certain Covenants, Representations and Warranties of each Grantor. Each Grantor covenants, represents and warrants (to such Grantor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Grantor) that: (i) except to the extent expressly permitted by the Security 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 Security 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 Grantor 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 Grantor'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 Grantor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Grantor 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 Grantor, in each case except for (A) rights granted by such Grantor pursuant to the applicable licenses listed on Schedules C and E, and (B) Permitted Liens; (viii) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Grantor has any right, title or interest on the date hereof; (ix) such Grantor has the unqualified right to enter into this Agreement and perform its terms; (x) such Grantor 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 Grantor's business); and (xi) such Grantor will use standards of quality in its manufacture of products sold under the Marks materially consistent with those currently employed by it.

4. New Patents, Marks, Copyrights and Licenses. If, before the Secured Obligations have been performed and paid in full, any Grantor 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 1 above shall automatically apply thereto and such Grantor shall give to Agent prompt written notice thereof. Each Grantor hereby authorizes Agent 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 Agent to make any such notation shall not limit or affect the obligations of any Grantor or rights of Agent hereunder.

5. Royalties; Terms. Each Grantor hereby agrees that the security interest of Agent for the benefit of the Lenders 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 a Grantor such smaller geographic location if any is specified for such Grantor's use in the applicable License) and, without any liability for royalties or other related charges from Agent to such Grantor. 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) performance and payment in full of the Secured Obligations.

6. Inspection. Agent shall have the right to inspect any Grantor's premises and to examine any Grantor's books, records and operations, including, without limitation, any Grantor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Agent to each Grantor of Agent's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Marks consistent with the quality of products now manufactured by such Grantor.

7. Termination of Each Grantor's Interest. This Agreement is made for collateral purposes only. Upon performance and payment in full of the Secured Obligations, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to any of the other Loan Documents, the security interest granted hereunder shall automatically be extinguished. Agent shall, at the request of any Grantor and at each Grantor's reasonable expense, execute and deliver to such Grantor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Agent's security interest granted to Agent pursuant to this Agreement, subject to any disposition thereof which

may have been made by Agent pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Agent.

8. Duties of the Grantors. Except to the extent the same is no longer material to such Grantor's business or to the extent the same is otherwise expressly permitted under the Security Agreement, each Grantor 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 Grantors. Except to the extent the same is no longer material to such Grantor's business or to the extent the same is otherwise expressly permitted under the Security Agreement, each Grantor 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 Agent.

9. Agent's Right to Sue. From and after the occurrence and during the continuance of a Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name for the benefit of the Lenders to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Agent shall commence any such suit, each Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement, and each Grantor shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 9.

10. Waivers. No course of dealing between any Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, 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.

11. Severability. 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.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. Further Assurances. Each Grantor shall execute and deliver to Agent, at any time or times hereafter at the request of Agent, all papers (including, without limitation, any as may be deemed desirable by Agent 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 Agent), as Agent may request, to evidence Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Agent's rights under this Agreement.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby constitutes and appoints Agent as such Grantor's true and lawful attorney-in-fact, 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 Grantor's name on all applications, documents, papers and instruments determined by Agent as necessary or desirable for Agent 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 Agent deems in good faith to be in the best interest of Agent, (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 Grantor 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 Secured Obligations shall have been performed and paid in full. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Security Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Agent 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 Grantor hereby releases Agent 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 Agent under the powers of attorney granted herein.

15. Binding Effect; Benefits. This Agreement shall be binding upon each Grantor and its respective successors and assigns and shall inure to the benefit of Agent for the benefit of the Lenders and its and their respective successors, assigns and nominees.

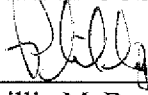
16. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, 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.

17. Counterparts. This Agreement may be 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.

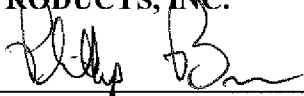
[signature page follows]

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: Phillip M. Brennan
Title: Vice President and Secretary

**SPORTDECALS SPORT AND
SPIRIT PRODUCTS, INC.**

By: 
Name: Phillip M. Brennan
Title: Vice President and Secretary

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

PROSPECT PARTNERS III, L.P., as Agent

By: Prospect Partners Management Group
III, L.P., its general partner

By: Prospect Partners, L.L.C., its
general partner

By: 

Erik E. Maurer, Member

Signature Page to Patent, Copyright, License and Trademark Security Agreement

TRADEMARK
REEL: 005072 FRAME: 0570

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.