

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sullivan, Incorporated		09/24/2014	CORPORATION: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	TCF National Bank		
Street Address:	71 S. Wacker Drive, Suite 2110		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3936566	SULLIVANS	
Registration Number:	3976447	SULLIVANS	
Registration Number:	3942853	SULLIVANS	
Registration Number:	3949872	SULLIVANS	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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>			
Phone:	312-258-5724		
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:	41357-0027		
NAME OF SUBMITTER:	Chris L. Bollinger		
SIGNATURE:	/Chris L. Bollinger/		
DATE SIGNED:	10/06/2014		
Total Attachments: 15			

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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of September 24, 2014 by Sullivan, Incorporated, a South Dakota corporation ("Borrower"), in favor of TCF National Bank ("Lender").

WITNESSETH:

WHEREAS, Borrower, Sullivan Holding Company, a Delaware corporation ("Holdings"), and Lender have entered into that certain Security Agreement dated as of September 24, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Security Agreement that, among other things, Borrower 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, the Borrower agrees as follows:

1. **Incorporation of Security Agreement.** The Security 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 Security Agreement shall have the meanings ascribed to them therein. In the event of a conflict between the Security Agreement and this Agreement, the terms of the Security Agreement shall control.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of the Liabilities, the Borrower hereby grants to the Lender a security interest in and to all of the Borrower'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 the Borrower 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 registered 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 the Borrower now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all of the Borrower's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether the Borrower is a licensor or licensee under any such license agreements, 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 the Borrower 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 registered and applied-for trademarks and service marks listed on Schedule C 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 the Borrower now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all of the Borrower's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether the Borrower is a licensor or licensee under any such license agreements, 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 the Borrower 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 the Borrower's business connected with and symbolized by the Marks.

3. Restrictions on Future Agreements. The Borrower agrees and covenants that until the Liabilities shall have been satisfied in full (other than (i) Unasserted Contingent Indemnification Claims, and (ii) Banking Services Liabilities and letters of credit issued by Lender that, in each case, have been cash collateralized in amounts, and pursuant to agreements, satisfactory to Lender) and the Credit Agreement shall have been terminated, the Borrower 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 the

Borrower's obligations under this Agreement, and the Borrower further agrees and covenants that, other than with respect to any Patents, Marks, Copyrights or Licenses that are not material to the business of the Borrower, without Lender's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Lender under this Agreement. The Borrower agrees and covenants not to sell or assign its interest in the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Lender thereto.

4. **Certain Covenants, Representations and Warranties of the Borrower.** The Borrower covenants, represents and warrants that: (i) the Patents, Marks, and Copyrights that are owned by the Borrower and that are registered are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, and Copyrights that is owned by the Borrower and that is registered or for which an application for registration has been filed 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; (iii) each of the Patents, Marks, and Copyrights that is owned by the Borrower and that is registered or for which an application for registration has been filed is, to the best of the Borrower's knowledge, valid and enforceable and the Borrower is unaware of any invalidating prior art (including public uses and sales) relative to such Patents, and is unaware of any impairments to such Patents, Marks, or Copyrights which would have a material adverse effect on the validity and/or enforceability of such Patents, Marks, or Copyrights; (iv) to the best of the Borrower's knowledge, no claim has been made that the use of any of the Patents, Marks, or Copyrights constitutes an infringement; (v) the Borrower owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights free and clear of any Liens and encumbrances of every kind and nature, in each case except for (A) rights granted by the Borrower pursuant to the nonexclusive licenses entered into in the ordinary course of business, (B) Liens and encumbrances in favor of Lender pursuant to this Agreement or the other Financing Agreements and (C) Permitted Liens; (vi) the Patents, Marks and Copyrights listed on Schedules A, B, and C constitute all such items in which the Borrower has any right, title or interest and that are registered or for which an application for registration has been filed; (vii) the Borrower has the unqualified right to enter into this Agreement and perform its terms; (viii) the Borrower will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to the Borrower's business); and (ix) the Borrower will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Liabilities shall have been satisfied in full (other than (i) Unasserted Contingent Indemnification Claims, and (ii) Banking Services Liabilities and letters of credit issued by Lender that, in each case, have been cash collateralized in amounts, and pursuant to agreements, satisfactory to Lender) and the Credit Agreement shall have been terminated, the Borrower 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 the Borrower shall, with respect to any new application or registration for any Patent, Trademark, or Copyright, give to Lender written notice thereof on a quarterly basis by way of a report provided to Lender within thirty (30) days of the end of each calendar quarter. The Borrower hereby authorizes Lender to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or C, respectively; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of the Borrower or rights of Lender hereunder.

6. **Royalties; Terms.** The Borrower 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 Licenses such smaller geographic location if any is specified for the Borrower's use in the applicable License) and, without any liability for royalties or other related charges from Lender to the Borrower. 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) satisfaction in full of the Liabilities and termination of the Credit Agreement.

7. **Inspection.** In accordance with the terms and limitations of the Credit Agreement, Lender shall have the right to inspect the Borrower's premises and to examine the Borrower's books, records and operations, including, without limitation, the Borrower's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Lender to the Borrower of Lender's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, the Borrower 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 the Borrower under the Marks consistent with the quality of products now manufactured by the Borrower.

8. **Termination of the Borrower's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities (other than (i) Unasserted Contingent Indemnification Claims, and (ii) Banking Services Liabilities and letters of credit issued by Lender that, in each case, have been cash collateralized in amounts, and pursuant to agreements, satisfactory to Lender) and termination of the Credit Agreement, 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 and unconditionally be extinguished. Lender shall, at the request of the Borrower and at the Borrower's reasonable expense, execute and deliver to the Borrower, 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.

9. **Duties of the Borrower.** Except to the extent the same is not material or is no longer material to the Borrower's business, the Borrower 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; except in each case to the extent the Borrower determines in its reasonable business judgment that the cost or potential risk of doing the same outweighs the potential benefits of the same. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Borrower. Except to the extent the same is no longer material to the Borrower's business or to the extent otherwise permitted under the Credit Agreement or any other Financing Agreement, the Borrower 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. **Excluded Property.** Notwithstanding anything to the contrary contained herein, no Lien or security interest shall be granted or deemed to be granted pursuant to this Agreement in any Excluded Property, including intent-to-use trademark applications, if and solely to the extent that (and so long as) any such intent-to-use trademark application (or any registration issuing therefrom) would be (i) rendered void by the attachment or creation of a security interest in the right, title or interest of such Debtor therein or (ii) become abandoned, invalidated or unenforceable; *provided*, that the foregoing exclusion from the grant of a Lien and security interest pursuant to this Agreement shall not apply to proceeds of any Excluded Property, including proceeds of intent-to-use trademark applications.

11. **Lender's Right to Sue.** From and after the occurrence and during the continuance of a Default, Lender shall have the right, to the extent permitted under applicable law, 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, the Borrower 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 the Borrower 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.

12. **Waivers.** No course of dealing between the Borrower 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.

13. **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.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Further Assurances. The Borrower 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 the United States Patent and Trademark Office, the United States Copyright 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 security interest in the Patents, Marks, and Copyrights and the goodwill associated therewith and enforce Lender's rights under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, unless reasonably requested by Lender upon the occurrence and during the continuance of a Default, nothing in this Agreement shall require any Debtor to make any filings or take any actions to record, perfect, evidence, effect or publicize Lender's security interest in any intellectual property other than the filing of intellectual property security agreements in the United States Copyright Office or United States Patent and Trademark Office, or any successor thereto, and the filing of financing statements in appropriate jurisdictions in the United States.

16. 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. The Borrower hereby constitutes and appoints Lender as the Borrower'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 the Borrower'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. The Borrower 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 satisfied in full and the Credit Agreement shall have been terminated. The Borrower 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. The Borrower

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.

17. **Binding Effect; Benefits.** This Agreement shall be binding upon the Borrower and its respective successors and assigns and shall inure to the benefit of Lender and its respective successors, assigns and nominees.


18. **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.

19. **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.

SULLIVAN, INCORPORATED

By: 
Name: Brooke Ablon
Title: President and Treasurer

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.

SULLIVAN HOLDING COMPANY

By: _____
Name: _____
Title: _____

SULLIVAN, INCORPORATED

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: Thomas G. Karle
Name: Thomas G. Karle
Title: Senior Vice President

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B
COPYRIGHTS

Owner of Record	Title	Registration No.	Publication Date/ Year of Creation	Registration Date
Sullivan, Inc.	Christmas collection 2011.	VAu001080402	2011	10/13/2011
Sullivan, Inc.	Deb's Designs Spring 2010 Collection.	VAu001026679	2010	4/30/2010
Sullivan, Inc.	G7024 Cupcake Platter.	VA0001702453	2009	2/11/2010
Sullivan, Inc.	G7025 Balloon Platter.	VA0001702447	2009	2/11/2010
Sullivan, Inc.	G7027 Celebrate Platter.	VA0001702177	2009	2/15/2010
Sullivan, Inc.	G7028 Snowman Platter.	VA0001702174	2009	2/15/2010
Sullivan, Inc.	G7029 Snowman/Skate Platter.	VA0001702179	2009	2/15/2010
Sullivan, Inc.	G7030 Trees Platter.	VA0001702189	2009	2/15/2010
Sullivan, Inc.	G7031a Square Snowman Plate.	VA0001702186	2009	2/15/2010
Sullivan, Inc.	G7031b Square Snowman Plate.	VA0001702187	2009	2/15/2010
Sullivan, Inc.	G7033 Jack o Lantern Platter.	VA0001702204	2009	2/15/2010
Sullivan, Inc.	G7034a Square Pumpkin Plate.	VA0001702188	2009	2/15/2010
Sullivan, Inc.	G7034b Square Pumpkin Plate.	VA0001702183	2009	2/15/2010
Sullivan, Inc.	G7035 Boo Platter.	VA0001702203	2009	2/15/2010
Sullivan, Inc.	G7037 Believe Platter.	VA0001756474	2009	2/15/2010
Sullivan, Inc.	G7040 Party Platter.	VA0001702196	2009	2/15/2010
Sullivan, Inc.	G7041 Tree/Noel Platter.	VA0001702354	2009	2/11/2010

Owner of Record	Title	Registration No.	Publication Date/ Year of Creation	Registration Date
Sullivan, Inc.	G7042 - Tree Platter.	VA0001702315	2009	2/11/2010
Sullivan, Inc.	G7043 Present Platter.	VA0001702724	2009	2/15/2010
Sullivan, Inc.	G7044 Got Cookies Platter.	VA0001702176	2009	2/15/2010
Sullivan, Inc.	G7047 Snowman Bowl.	VA0001702180	2009	2/15/2010
Sullivan, Inc.	Sheila's Designs Christmas 2010 Collection.	VAu001044683	2010	10/22/2010
Sullivan, Inc.	Sheila's Designs Spring 2010 Collection.	VAu001026735	2010	4/30/2010
Sullivan, Inc.	Sullivan order entry system: version no. 01.030 : software.	TX0004248563	1996	1/20/1996

SCHEDULE C

TRADEMARKS, SERVICE MARKS

Owner	Countries	Registration Number	Application Number	Registration Date	Type
Sullivan, Inc.	USA	3,936,566	77/941,406	March 29, 2011	Trademark "SULLIVANS" Class 28
Sullivan, Inc.	USA	3,976,447	77/928,920	June 14, 2011	Trademark "SULLIVANS" Class 35
Sullivan, Inc.	USA	3,942,853	77/941,115	April 12, 2011	Trademark "SULLIVANS" Class 21
Sullivan, Inc.	USA	3,949,872	77/941,248	April 26, 2011	Trademark "SULLIVANS" Class 26

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

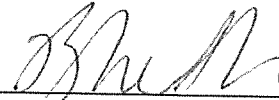
STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that Sullivan, Incorporated, a South Dakota corporation ("Borrower"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated September 24, 2014 (the "Collateral Agreement") among the Borrower 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 the Borrower at and during the time periods specified in the Collateral Agreement:

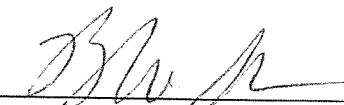
1. Assigning, selling or otherwise disposing of all right, title and interest of the Borrower in and to the patents, copyrights and trademarks listed on Schedules A, B, and C of the Collateral Agreement, and including those patents, copyrights, and trademarks which are added to the same subsequent hereto, 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 September __, 2014, among the Obligor and the Lender and may not be revoked until the payment in full of all liabilities and obligations of the Obligor under such Credit Agreement.

SULLIVAN HOLDING COMPANY

By: 
Name: Brooke Ablon
Title: Chief Executive Officer and President

SULLIVAN, INCORPORATED

By: 
Name: Brooke Ablon
Title: President and Treasurer