

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
Modern Marketing Concepts, Inc.		02/27/2014	CORPORATION: KENTUCKY

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company
Street Address:	70 W. Madison, Suite 200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	State Bank: ILLINOIS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2833363	PRINCESS
Registration Number:	3152233	AROUNDSOUND
Registration Number:	3220704	COMET
Registration Number:	1146541	CROSLEY
Registration Number:	3443602	CROSLEY
Serial Number:	85874472	DANSETTE
Registration Number:	3229884	IJUKE
Registration Number:	3113074	SOLO
Registration Number:	3895335	CROSLEY REVOLUTION
Registration Number:	3150001	YESTERDAY, TODAY, TOMORROW
Registration Number:	4182580	CROSLEY
Registration Number:	4449096	CROSLEY
Registration Number:	3443603	CROSLEY
Registration Number:	3332716	XSCAPE DESIGN

OP \$465.00 2833363

Registration Number:	3316642	CROSLEY
Registration Number:	3387078	CROSLEY
Registration Number:	3383173	SHUFFLESHOT
Registration Number:	3866903	SELL MORE. INTELLIGENTLY.

CORRESPONDENCE DATA

Fax Number: 3146127874
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 314-444-7600
Email: tbranson@lewisrice.com
Correspondent Name: Terri Branson
Address Line 1: 600 Washington Ave., Suite 2500
Address Line 2: Lewis, Rice & Fingersh, L.C.
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	109665.60498
NAME OF SUBMITTER:	Terri Branson
Signature:	/Terri Branson/
Date:	02/27/2014

Total Attachments: 5
source=ModemTrademarkSA#page1.tif
source=ModemTrademarkSA#page2.tif
source=ModemTrademarkSA#page3.tif
source=ModemTrademarkSA#page4.tif
source=ModemTrademarkSA#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of February 21, 2014, and is by Modern Marketing Concepts, Inc., a Kentucky corporation ("Grantor"), in favor of The PrivateBank and Trust Company ("Lender").

RECITALS

A. Grantor and Lender have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from

Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.


This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original and which together shall constitute this Agreement. For purposes of this Agreement, the signature page hereto signed and transmitted by facsimile machine or in .PDF format by e-mail is to be treated as an original document. The signature of any person thereon, for purposes hereof, is to be considered as an original signature, and this Agreement transmitted is to be considered to have the same binding effect as an original signature on an original document.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR

Modern Marketing Concepts, Inc.,
a Kentucky corporation

By: 
Print Name: JAMES P. MASTIS
Title: CEO

Acknowledged:

The PrivateBank and Trust Company

By: _____
Name: Ethan Belanger
Title: Associate Managing Director

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR

Modern Marketing Concepts, Inc.,
a Kentucky corporation

By: _____
Print Name: _____
Title: _____

Acknowledged:

The PrivateBank and Trust Company

By: 
Name: Ethan Belanger
Title: Associate Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005226 FRAME: 0396

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Mark	Application (Serial)/ Registration No.	Date of Filing/Registration
PRINCESS	Reg. #2,833,363	4/13/2004
AROUNDSOUND	Reg. #3,152,233	10/3/2006
COMET	Reg. #3,220,704	3/20/2007
CROSLEY	Reg. #1,146,541	1/27/1981
CROSLEY	Reg. #3,443,602	6/10/2008
DANSETTE	Serial #85-874,472	3/13/2013
IJUKE	Reg. #3,229,884	4/17/2007
SOLO	Reg. #3,113,074	7/4/2006
CROSLEY REVOLUTION	Reg. #3,895,335	12/21/2010
YESTERDAY, TODAY, TOMORROW	Reg. #3,150,001	9/26/2006
CROSLEY	Reg. #4,182,580	7/31/2012
CROSLEY	Reg. #4,449,096	12/10/2013
CROSLEY	Reg. #3,443,603	6/10/2008
XSCAPE DESIGN	Reg. #3,332,716	11/6/2007
CROSLEY	Reg. #3,316,642	10/23/2007
CROSLEY	Reg. #3,387,078	2/19/2008
SHUFFLESHOT	Reg. #3,383,173	2/12/2008
SELL MORE INTELLIGENTLY.	Reg. #3,866,903	10/26/2010