

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | | | | | |
|---|---|----------------|----------------------|------------|----------------|---------|----------------|---------|----------------|---------|----------------|---------|---------------------|----------|----------------|---------|---|
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT | | | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center; padding: 5px;">Name</td> <td style="width: 30%; text-align: center; padding: 5px;">Execution Date</td> </tr> <tr> <td style="padding: 5px;">P.O.P. DISPLAYS, INC</td> <td style="padding: 5px;">07/01/2005</td> </tr> </table> | Name | Execution Date | P.O.P. DISPLAYS, INC | 07/01/2005 | | | | | | | | | | | | | |
| Name | Execution Date | | | | | | | | | | | | | | | | |
| P.O.P. DISPLAYS, INC | 07/01/2005 | | | | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | | |
| Name: | Canadian Imperial Bank of Commerce, as Administrative Agent | | | | | | | | | | | | | | | | |
| Street Address: | 300 Madison Avenue | | | | | | | | | | | | | | | | |
| City: | NEW YORK CITY | | | | | | | | | | | | | | | | |
| State/Country: | NEW YORK | | | | | | | | | | | | | | | | |
| Postal Code: | 10017 | | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 7 | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: center; padding: 5px;">Property Type</th> <th style="text-align: center; padding: 5px;">Number</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Patent Number:</td> <td style="padding: 5px;">6199724</td> </tr> <tr> <td style="padding: 5px;">Patent Number:</td> <td style="padding: 5px;">6076670</td> </tr> <tr> <td style="padding: 5px;">Patent Number:</td> <td style="padding: 5px;">5833077</td> </tr> <tr> <td style="padding: 5px;">Patent Number:</td> <td style="padding: 5px;">5794817</td> </tr> <tr> <td style="padding: 5px;">Patent Number:</td> <td style="padding: 5px;">5190186</td> </tr> <tr> <td style="padding: 5px;">Application Number:</td> <td style="padding: 5px;">10883537</td> </tr> <tr> <td style="padding: 5px;">Patent Number:</td> <td style="padding: 5px;">6767234</td> </tr> </tbody> </table> | Property Type | Number | Patent Number: | 6199724 | Patent Number: | 6076670 | Patent Number: | 5833077 | Patent Number: | 5794817 | Patent Number: | 5190186 | Application Number: | 10883537 | Patent Number: | 6767234 | <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> CH \$280.00 6199724 </div> |
| Property Type | Number | | | | | | | | | | | | | | | | |
| Patent Number: | 6199724 | | | | | | | | | | | | | | | | |
| Patent Number: | 6076670 | | | | | | | | | | | | | | | | |
| Patent Number: | 5833077 | | | | | | | | | | | | | | | | |
| Patent Number: | 5794817 | | | | | | | | | | | | | | | | |
| Patent Number: | 5190186 | | | | | | | | | | | | | | | | |
| Application Number: | 10883537 | | | | | | | | | | | | | | | | |
| Patent Number: | 6767234 | | | | | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | | | | | |
| Fax Number: | (202)728-0744 | | | | | | | | | | | | | | | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | | | | | | | | | |
| Phone: | 2027216405 | | | | | | | | | | | | | | | | |
| Email: | christine.wilson@t-t.com | | | | | | | | | | | | | | | | |
| Correspondent Name: | Thomson & Thomson | | | | | | | | | | | | | | | | |
| Address Line 1: | 1750 K Street, NW | | | | | | | | | | | | | | | | |
| Address Line 2: | Suite 200 | | | | | | | | | | | | | | | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20006 | | | | | | | | | | | | | | | | |

500039206

PATENT
REEL: 016237 FRAME: 0767

NAME OF SUBMITTER:

CHRISTINE WILSON

Total Attachments: 4

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1 **Patent Security Agreement**

2 **Patent Security Agreement**, dated as of July 1, 2005, by P.O.P. DISPLAYS, INC. (the
3 "Pledgor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, acting through its New York
4 agency, in its capacity as administrative agent pursuant to the First Lien Credit Agreement (in such capac-
5 ity, the "Administrative Agent").

6 **W I T N E S S E T H:**

7 WHEREAS, the Pledgor is a party to a First Lien Security Agreement of even date here-
8 with (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is
9 required to execute and deliver this Patent Security Agreement;

10 NOW, THEREFORE, in consideration of the premises and to induce the Administrative
11 Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby
12 agrees with the Administrative Agent as follows:

13 SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the
14 Security Agreement and used herein have the meaning given to them in the Security Agreement.

15 SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby
16 pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and First
17 Priority security interest in and to all of its right, title and interest in, to and under all the following
18 Pledged Collateral of the Pledgor:

19 (a) Patents of the Pledgor listed on Schedule I attached hereto; and

20 (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

21 SECTION 3. Security Agreement. The security interest granted pursuant to this Patent
22 Security Agreement is granted in conjunction with the security interest granted to the Administrative
23 Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the
24 rights and remedies of the Administrative Agent with respect to the security interest in the Patents made
25 and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which
26 are incorporated by reference herein as if fully set forth herein. In the event that any provision of this
27 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Secu-
28 rity Agreement shall control unless the Administrative Agent shall otherwise determine.

29 SECTION 4. Termination. Upon the payment in full of the Obligations and termina-
30 tion of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the
31 Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien
32 and security interest in the Patents under this Patent Security Agreement.

33 SECTION 5. Counterparts. This Patent Security Agreement may be executed in any
34 number of counterparts, all of which shall constitute one and the same instrument, and any party hereto
35 may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

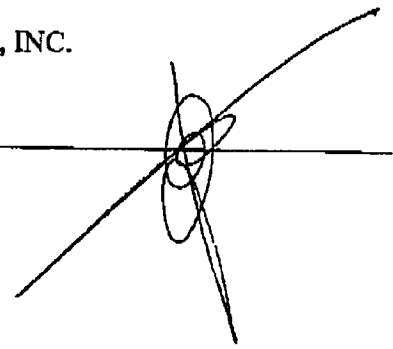
Very truly yours,

P.O.P. DISPLAYS, INC.

By: _____

Name:

Title:



Accepted and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,
acting through its New York agency,
as Administrative Agent

By: _____

Name:

Title:



SCHEDULE I

UNITED STATES PATENTS:

Registrations:

| OWNER | REGISTRATION NUMBER | DESCRIPTION |
|----------------------|------------------------|---|
| P.O.P Displays, Inc. | 6,767,234 | Hook and Hang Display System, issued 7/24/04. |
| | 6,199,724 | Bulk Pre-Measured Single Hand Dispenser, issued 3/13/01. |
| | 6,076,670 | Toothbrush Tray with Canopy, issued 6/20/00. |
| | 5,833,077 | Display Hook System, issued 11/10/98. |
| | 5,794,817 | Article Dispenser – Lipstick, issued 8/18/98. (Not Assigned to P.O.P. Displays in PTO database) |
| | 5,190,186 | Multi-Package Adjustable Shelf Display Dispenser, issued 3/2/93. |

Applications:

| OWNER | APPLICATION NUMBER | DESCRIPTION |
|-----------------------|-----------------------|---|
| P.O.P. Displays, Inc. | 10/883,537 | Digital Camera Security System, filed July 1, 2004. |