

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AMG In Store, Inc.	11/02/2007
RECEIVING PARTY DATA	
Name:	Bank of Montreal, as Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6419413
Patent Number:	4785944
Patent Number:	D445134
Patent Number:	D322287
CORRESPONDENCE DATA	
Fax Number:	(312)803-5299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 845-3430
Email:	kalwa@chapman.com
Correspondent Name:	Richard Kalwa
Address Line 1:	111 West Monroe Street
Address Line 2:	Chapman and Cutler LLP
Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	1670926
NAME OF SUBMITTER:	Richard Kalwa

CH \$160.00 6419413

Total Attachments: 4

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PATENT COLLATERAL AGREEMENT

This 2nd day of November, 2007, AMG IN STORE, INC., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 45 Progress Avenue, Toronto, Ontario, Canada, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants a continuing security interest to BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch ("*BMO*") with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement referred to below (said BMO acting as such agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), in the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations as set out in that certain Security Agreement dated as of even date herewith by and among the Debtor, the other debtors party thereto, and the Agent, as the same has been or may be amended, supplemented, modified or restated from time to time (the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the patents and patent applications granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

AMG IN STORE, INC.

By  _____
Kevin Patrick, Chief Financial Officer and
Secretary

BANK OF MONTREAL, as Agent

By _____
Name: _____
Title: _____

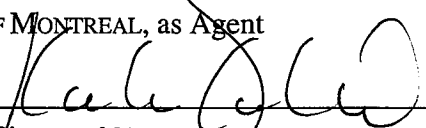
[Signature Page to Array Retail Patent Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

AMG IN STORE, INC.

By _____
Kevin Patrick, Chief Financial Officer and
Secretary

BANK OF MONTREAL, as Agent

By  _____
Name: **KATHLEEN J. COLLINS**
Title: **DIRECTOR**

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

PATENT	PATENT NUMBER	REGISTRATION DATE
Retractable writing instrument assembly	6419413	7/16/2002
Collapsible display and dispensing devise	4785944	11/22/1988
Display and writing implement holder	D 445134	7/17/2001
Retractable data display unit	D 322287	12/10/1991