

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Patent Security Interest (Second Lien)
CONVEYING PARTY DATA	
Name	Execution Date
Perfect Promotional Products, LLC	07/18/2008
RECEIVING PARTY DATA	
Name:	Seidler North, L.P.
Street Address:	515 South Figueroa Street, Suite 1100
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	0364953
Patent Number:	6364237
Patent Number:	6592279
CORRESPONDENCE DATA	
Fax Number:	(213)430-6407
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	gdurham@omm.com
Correspondent Name:	Gina M. Durham, Esq.
Address Line 1:	400 South Hope Street
Address Line 2:	O'Melveny & Myers LLP
Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	CM# 532,443-001
NAME OF SUBMITTER:	Gina M. Durham
Total Attachments: 4 source=(P-Grant)(Perfect)#page1.tif source=(P-Grant)(Perfect)#page2.tif	

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GRANT OF PATENT SECURITY INTEREST

WHEREAS, PERFECT PROMOTIONAL PRODUCTS, LLC, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Grantor, Magnet, LLC, a Missouri limited liability company ("**Magnet**") and Benchmark Industries, LLC, a Delaware limited liability company ("**Benchmark**" and together with Grantor and Magnet, collectively "**Companies**"), have issued a promissory note, dated as of July 18, 2008 (said promissory note as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Note**") to Seidler North, L.P. (together with its successors, transferees and assigns, "**Secured Party**");

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 18, 2008 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, the other grantors party thereto and Secured Party, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants, as of July 18, 2008, to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "**proceeds**" includes whatever is receivable or received when Patent Collateral or

proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral 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.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**PERFECT PROMOTIONAL PRODUCTS,
LLC**

a Delaware limited liability company

By: 

Name: William Korowitz

Title: Vice President and Assistant Secretary

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

Patents:

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
VISOR	364,953	12/12/95
RETRACTABLE BADGEHOLDER WITH SPINNING DISPLAY	6,364,237	04/02/02
POP UP PEN	6,592,279	07/15/03

Schedule A-1

LA3:1149283.2

RECORDED: 07/25/2008

**PATENT
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