

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
Speedball Art Products Co., L.L.C.	03/07/2011
RECEIVING PARTY DATA	
Name:	Fifth Third Bank
Street Address:	201 N. Tryon Street, Suite 1800
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D493474
Patent Number:	D592482
CORRESPONDENCE DATA	
Fax Number:	(704)444-8807
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	704-343-2161
Email:	geikenberry-wray@mcguirewoods.com
Correspondent Name:	Gina Eikenberry-Wray, NCCP
Address Line 1:	201 N Tryon Street
Address Line 2:	McGuireWoods LLP
Address Line 4:	Charlotte, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	4507290-0184
NAME OF SUBMITTER:	Jennifer Hale Kelly
Total Attachments: 4 source=Speedball Art Products Company, L.L.C. Notice and Confirmation of Grant of Security Interest in PT#page1.tif source=Speedball Art Products Company, L.L.C. Notice and Confirmation of Grant of Security Interest in PT#page2.tif	

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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS**

THIS NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS ("*Agreement*"), dated as of March 7, 2011, is made by **SPEEDBALL ART PRODUCTS CO., L.L.C.**, a Virginia limited liability company (the "*Grantor*"), in favor of Fifth Third Bank (the "*Lender*"), party to that certain Revolving Credit and Term Loan Agreement dated as of March 7, 2011 (the "*Credit Agreement*"), among Speedball Art Products Co., L.L.C. and Speedball Road, LLC, collectively as borrowers, and the Lender.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Grantor is a party to that certain Security Agreement dated as of March 7, 2011 (as amended, supplemented, waived or otherwise modified from time to time, the "*Security Agreement*"), in favor of the Lender; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Lender a security interest in its Intellectual Property, including Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to from time to time make and maintain extensions of credit under the Credit Agreement and the Related Credit Arrangements, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement, subject to existing licenses to use the Patents granted by the Grantor in the ordinary course of its business, it granted to the Lender a security interest in all of the Patents of the Grantor (including, without limitation, those items listed on Schedule A hereto and any and all goodwill associated therewith) and to the extent not otherwise included, all proceeds and products of any and all of the Patents, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Patent Licenses with Persons other than the Borrowers or a Subsidiary of a Borrower for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Patent Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the

terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patents are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

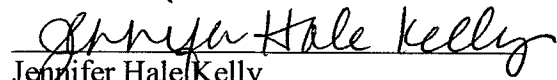
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FIFTH THIRD BANK

By:


Jennifer Hale Kelly
Vice President

SCHEDULE A**PATENTS**

Owner	Patent No.	Date of Patent	Title
Speedball Art Products Co., L.L.C.	US D592,482 S	5/19/2009	LINOLEUM CUTTER
Speedball Art Products Co., L.L.C.	US D493,474	7/27/2004	PORTABLE TABLETOP POTTERS WHEEL

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