

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
HALO Branded Solutions, Inc.	05/01/2012
RECEIVING PARTY DATA	
Name:	Fifth Third Bank, as Agent
Street Address:	222 S. Riverside Plaza
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	D413629
Patent Number:	D422081
Patent Number:	D422640
Patent Number:	D494967
Patent Number:	D421356
Patent Number:	7404266
Patent Number:	D572126
Patent Number:	D390052
Patent Number:	D390271
Patent Number:	D391178
Patent Number:	D392684
CORRESPONDENCE DATA	
Fax Number:	(312)609-5005
Phone:	(312) 609-7838

Email: podonoghue@vedderprice.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.

Address Line 1: 222 North LaSalle Street

Address Line 2: Suite 2500

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

31417000059-D.SCHOENDORFF

NAME OF SUBMITTER:

Patricia O'Donoghue

Total Attachments: 5

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**GRANT OF SECURITY INTEREST IN PATENT RIGHTS**

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "*Agreement*"), dated as of May 1, 2012 made by HALO BRANDED SOLUTIONS, INC., a Delaware corporation, located at 1980 Industrial Drive, Sterling, Illinois 61081 (the "*Grantor*"), in favor of FIFTH THIRD BANK, an Ohio banking corporation, as Agent (the "*Agent*") in connection with that certain Security Agreement dated as of May 1, 2012 among Grantor, the other "Grantors" party thereto and the Agent (as amended, restated, supplemented or modified from time to time, the "*Security Agreement*"). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property constituting Collateral, including the Patents (as defined in the Security Agreement) listed on Schedule A hereto (the "*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 Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Patents constituting Collateral (as defined in the Security Agreement), including, without limitation, the Additional Intellectual Property (collectively, the "*Collateral*"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in 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. In the event of any conflict between the terms of this

Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

SECTION 5. Governing Law. THIS AGREEMENT IS A LOAN DOCUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS.

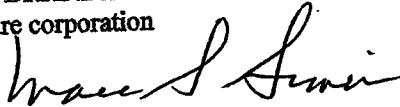
*(Signature Page Follows)*

*(Signature Page to Grant of Security Interest In Patent Rights)*

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.

**GRANTOR:**

**HALO BRANDED SOLUTIONS, INC., a**  
Delaware corporation

By: 

Name: Marc Simon

Title: Chief Executive Officer

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*(Signature Page to Grant of Security Interest In Patent Rights)*

**AGENT:**

**FIFTH THIRD BANK,**  
an Ohio banking corporation

By: \_\_\_\_\_

*Adolph G. Letke*  
Adolph G. Letke  
Vice President

**SCHEDULE A**  
**(To Grant Security Interest in Patent Rights)**

U.S. Patent Registrations and Applications

<b>Title</b>	<b>Patent Number</b>	<b>Date Patent Issued</b>
Nasal tract model	D413,629	September 7, 1999
Lighted tongue depressor holder	D422,081	March 28, 2000
Heart stethoscope tag	D422,640	April 11, 2000
Electronic questionnaire	D494,967	August 24, 2004
Cup dispenser	D421,356	March 2, 2000
Portable film viewer	7,404,266	July 29, 2008
Ribbon clip	D572,126	July 1, 2008
Pusher tray	D390,052	February 3, 1998
Patient information holding device	D390,271	February 3, 1998
Timing device	D391,178	February 24, 1998
Stethoscope identification tag	D392,684	March 24, 1998