

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
Dalmatian Press, LLC	08/02/2013
RECEIVING PARTY DATA	
Name:	U.S. Bank National Association, as Administrative Agent
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	D410491
Patent Number:	5788286
Patent Number:	5833509
Patent Number:	D421409
Patent Number:	D480109
Patent Number:	D478126
Patent Number:	D480108
Patent Number:	D481071
Patent Number:	D490467
CORRESPONDENCE DATA	
Fax Number:	2149813400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	Dusan Clark, Esq.
Address Line 1:	Sidley Austin LLP

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Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	40106-30320
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NAME OF SUBMITTER:	Dusan Clark
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Signature:	/Dusan Clark/
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Date:	08/05/2013
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Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of August 2, 2013 by and from DALMATIAN PRESS, LLC, a Tennessee limited liability company (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, Bendon Publishing International, Inc. (the "Borrower"), the Lenders and Grantee have entered into an Amended and Restated Credit Agreement dated as of the date hereof (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to a Joinder, Amendment No. 1 and Reaffirmation of Security Agreement entered into by the Grantor, dated as of the date hereof, the Grantor is party to that certain Pledge and Security Agreement, dated as of February 29, 2012, among the Borrower, BPI Intermediate Holdings, Inc. and Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the patents as listed on Exhibit A attached hereto (the "Patents"), which Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Security Agreement), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing confirming the release of the security interest in the Patents acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned

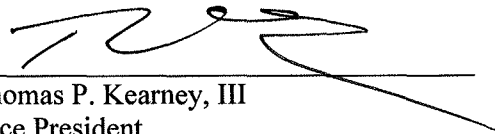
or acquired by the Grantor, together with (2) all proceeds of such Patents and (3) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

DALMATIAN PRESS, LLC

By: 
Name: Thomas P. Kearney, III
Title: Vice President

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

Exhibit A - SCHEDULE OF PATENTS

Title	Patent No.	Issue Date
SLANTED BOOK	D410,491	6/1/1999
CHILDREN'S BOOK WITH HOLOGRAM FEATURES	5,788,286	8/4/1998
BENDABLE FIGURINE BOOK	5,833,509	11/10/1998
FOLD-OUT FIGURE	D421,409	3/7/2000
Interactive Quiz Machine With Cartridge	D480,109	9/30/2003
INTERACTIVE QUIZ MACHINE	D478,126	8/5/2003
INTERACTIVE QUIZ CARTRIDGE	D480,108	9/30/2003
INTERACTIVE QUIZ MACHINE WITH CARTRIDGE IN AN OPEN POSITION	D481,071	10/21/2003
INTERACTIVE QUIZ CARTRIDGE IN AN OPEN POSITION	D490,467	5/25/2004