

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2988723

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	NIELSEN & BAINBRIDGE, LLC	08/15/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	GENERAL ELECTRIC CAPITAL CORPORATION, AS SECOND LIEN AGENT	
<b>Street Address:</b>	500 W MONROE STREET	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60661	
<b>PROPERTY NUMBERS Total: 31</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	D670507	
Patent Number:	D649363	
Patent Number:	D639581	
Patent Number:	7708252	
Patent Number:	D578311	
Patent Number:	D548465	
Patent Number:	D541054	
Patent Number:	7178282	
Patent Number:	D529722	
Patent Number:	D529300	
Patent Number:	D529298	
Patent Number:	D528309	
Patent Number:	D527534	
Patent Number:	D527533	
Patent Number:	D527192	
Patent Number:	6865837	
Patent Number:	D488570	
Patent Number:	6524413	
Patent Number:	6393676	
Patent Number:	6342145	
<b>PATENT</b>		

Property Type	Number
Patent Number:	6339891
Patent Number:	6266907
Patent Number:	6189417
Patent Number:	6189252
Patent Number:	D416945
Patent Number:	D414614
Patent Number:	5903963
Patent Number:	5735068
Patent Number:	8733004
Application Number:	13087060
Application Number:	13087039

#### CORRESPONDENCE DATA

**Fax Number:** (312)577-4565

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

**Phone:** 312-577-8265

**Email:** kristin.brozovic@kattenlaw.com

**Correspondent Name:** KRISTIN BROZOVIC C/O KATTEN

**Address Line 1:** 525 W MONROE STREET

**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	207170-654
<b>NAME OF SUBMITTER:</b>	KRISTIN BROZOVIC
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	08/20/2014

#### Total Attachments: 6

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT OR THE TERMS OF THIS PATENT SECURITY AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF AUGUST 15, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG GENERAL ELECTRIC CAPITAL CORPORATION, AS FIRST LIEN AGENT, AND GENERAL ELECTRIC CAPITAL CORPORATION, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

## SECOND LIEN PATENT SECURITY AGREEMENT

THIS SECOND LIEN PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of August 15, 2014, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as Second Lien Agent (in such capacity, together with its successors and permitted assigns, the "Second Lien Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 15, 2014 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time ("Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Second Lien Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of August 15, 2014 in favor of Second Lien Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Second Lien Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Second Lien Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Agent for the benefit of the Secured Parties, and grants to Second Lien Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Subject to the terms and conditions of the Guaranty and Security Agreement and the Credit Agreement and to the extent required by the terms and conditions of the Guaranty and Security Agreement or the Credit Agreement, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents.

Section 5. Counterparts. This Patent Security Agreement 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. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Patent Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NIELSEN & BAINBRIDGE, LLC, as Grantor


By: 

Name: Gary Golden

Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Second Lien Agent

By: 

Name:

Title:

**Michael D. TerHorst**  
**Duly Authorized Signatory**

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent	Application No.	Application Date	Patent No.	Patent Date
COLLAGE PHOTO FRAME	29403947	10/13/11	D670507	11/13/12
COLLAGE PHOTO FRAME	29385015	2/8/11	D649363	11/29/11
SHELF	29375838	9/28/10	D639581	6/14/11
WALL HANGING SYSTEM	10851513	5/21/04	7708252	5/4/10
PICTURE FRAME	29262398	06/29/06	D578311	10/14/08
MATT BOARD CORNER SAMPLE	29208990	7/7/04	D548465	8/14/07
CONCAVE PHOTO FRAME	29223870	2/18/05	D541054	4/24/07
DECORATIVE CORNER PIECE FOR CONNECTING MITERED FRAME SECTIONS TOGETHER	10939320	9/9/04	7178282	2/20/07
PHOTO FRAME	29232282	6/16/05	D529722	10/10/06
PHOTO FRAME	29224173	2/25/05	D529300	10/3/06
FRAME MOULDING	29159853	4/29/02	D529298	10/3/06
PHOTO FRAME	29228774	4/28/05	D528309	9/19/06
PHOTO FRAME	29232277	6/16/05	D527534	9/5/06
PHOTO FRAME	29223819	2/18/05	D527533	9/5/06
PHOTO FRAME	29223852	2/18/05	D527192	8/29/06
ALBUM PAGE	09900420	7/6/01	6865837	3/15/05
FRAME MOULDING	29185179	6/23/03	D488570	4/13/04
PRESERVATION MAT BOARD	09635017	8/9/00	6524413	2/25/03
PICTURE FRAME CORNER CLAMP	09605301	6/28/00	6393676	5/28/02
Process for manufacturing multi-colored picture frames	09609268	6/30/00	6342145	1/29/02
METAL PICTURE FRAME	09450979	11/30/99	6339891	1/22/02
ALBUM PAGE	09256672	2/23/99	6266907	7/31/01

Patent	Application No.	Application Date	Patent No.	Patent Date
PICTURE FRAME ASSEMBLY MACHINE	09374883	8/13/99	6189417	2/20/01
PICTURE FRAME CORNER CONNECTING ELEMENT	09368597	8/4/99	6189252	2/20/01
DECORATIVE DISPLAY	29083606	2/12/98	D416945	11/23/99
DECORATIVE DISPLAY	29089317	6/12/98	D414614	10/5/99
FASTENING SYSTEM FOR USE WITH PICTURE FRAME	08839095	4/23/97	5903963	5/1899
PICTURE FRAMES	08638692	4/26/96	5735068	4/7/98
PICTURE FRAME MOULDING WITH MATBOARD TRACK	13086998	4/14/11	8733004	5/27/14
PICTURE FRAME WALL BRACKET	13087060	04/14/11	0260549	10/18/12
BACKBOARD WITH INTEGRATED HANGER FOR USE WITH A PICTURE FRAME OR DISPLAY CASE	13087039	04/14/11	0260551	10/18/12