

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Freedom Electronics LLC		05/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TCF National Bank		
Street Address:	800 Burr Ridge Parkway		
City:	Burr Ridge		
State/Country:	ILLINOIS		
Postal Code:	60527		
Entity Type:	national bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2566763	FREEDOM ELECTRONICS	
Registration Number:	2573000		
Registration Number:	3629925	FREEDOM ELECTRONICS	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7138.001		

OP \$90.00 2566763

NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	05/13/2013
<b>Total Attachments: 7</b> source=Trademark Security Agreement Freedom#page1.tif source=Trademark Security Agreement Freedom#page2.tif source=Trademark Security Agreement Freedom#page3.tif source=Trademark Security Agreement Freedom#page4.tif source=Trademark Security Agreement Freedom#page5.tif source=Trademark Security Agreement Freedom#page6.tif source=Trademark Security Agreement Freedom#page7.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 8th day of May 2013 by FREEDOM ELECTRONICS LLC, a Delaware limited liability company ("Grantor"), in favor of TCF NATIONAL BANK ("Grantee"):

### W I T N E S S E T H

WHEREAS, RL2S Core Holdings LLC, a Delaware limited liability company ("Holdings"), Grantor and Grantee are parties to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Grantee;

WHEREAS, Holdings has guaranteed the payment of Grantor's obligations under the Credit Agreement pursuant to the Guaranty Agreement of even date herewith (as the same may be amended, supplemented or otherwise modified, the "Guaranty") executed by Holdings in favor of Lender;

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith among Holdings, Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of Grantor's assets, including, without limitation, all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and Holding's obligations under the Guaranty;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

I. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the respective terms and provisions thereof are

hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each Trademark, free from any Liens or other restrictions, claims, rights, encumbrances or burdens (other than Permitted Liens);

(ii) Grantor has no notice of any suits or actions commenced or, to Grantor's knowledge, threatened with reference to any Trademark; and

(iii) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. New Trademarks. If, before the Liabilities shall have been satisfied in full or before the Credit Agreement has been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof,

the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

6. Duties of Grantor. Grantor shall (i) file and prosecute diligently any and all trademark applications pending as of the date hereof or hereafter for Trademarks which are necessary or reasonably desirable in the conduct of Grantor's business, (ii) preserve and maintain all rights in the Trademarks which are necessary or reasonably desirable in the conduct of Grantor's business and (iii) ensure that the Trademarks necessary or reasonably desirable in the conduct of Grantor's business are and remain enforceable.

7. Grantee's Right to Sue. Upon the occurrence and during the continuance of a Default, and after Grantee has commenced any enforcement action or exercise of remedies under Article 9 of the UCC, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by Grantee in the exercise of its rights under this Section 8.

8. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee, upon the occurrence and during the continuance of a Default, and after Grantee has commenced any enforcement action or exercise of remedies under Article 9 of the UCC, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

9. CHOICE OF LAW. THIS AGREEMENT SHALL BE DEEMED TO BE EXECUTED AND HAS BEEN DELIVERED AND ACCEPTED IN CHICAGO, ILLINOIS BY SIGNING AND DELIVERING IT THERE. ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN

CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement

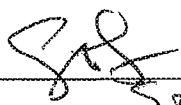
11. Counterparts. This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FREEDOM ELECTRONICS LLC

By: RL2S Core Holdings LLC, its sole member

By:   
Name: Steve Gault  
Title: Manager

Agreed and Accepted  
As of the Date First Written Above:

TCF NATIONAL BANK

By: \_\_\_\_\_  
Name: James J. Kuncel  
Title: Vice President

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FREEDOM ELECTRONICS LLC

By: RL2S Core Holdings LLC, its sole member

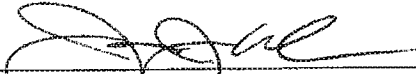
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Manager

Agreed and Accepted  
As of the Date First Written Above:

TCF NATIONAL BANK

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


Name: James J. Kuncel

Title: Vice President



SCHEDULE 1

TRADEMARKS

<b>TRADEMARK</b>	<b>FEDERAL REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
FREEDOM ELECTRONICS	2,566,763	5/7/2002
BANNER & STARS (LOGO) 	2,573,000	5/28/2002
FREEDOM ELECTRONICS	3,629,925	6/2/2009

TRADEMARK APPLICATIONS

None.