

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amendment to Reel/Frame 002654/0125	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Topsville, Inc.		06/28/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	TD Bank, N.A.		
Street Address:	1000 MacArthur Boulevard		
City:	Mahwah		
State/Country:	NEW JERSEY		
Postal Code:	07430		
Entity Type:	Association: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1591085	MINIVILLE	
Registration Number:	1561078	TOPSVILLE	
Serial Number:	85053742	REMASTERED	
Serial Number:	77946000	SCARCE	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	442889		
NAME OF SUBMITTER:	Jean Paterson		

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900166757

TRADEMARK
REEL: 004240 FRAME: 0619

Signature:	/jep/
Date:	07/13/2010
Total Attachments: 8 source=7-13-10 Topsville-TM#page1.tif source=7-13-10 Topsville-TM#page2.tif source=7-13-10 Topsville-TM#page3.tif source=7-13-10 Topsville-TM#page4.tif source=7-13-10 Topsville-TM#page5.tif source=7-13-10 Topsville-TM#page6.tif source=7-13-10 Topsville-TM#page7.tif source=7-13-10 Topsville-TM#page8.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TOPSVILLE, INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: FLORIDA
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: TD BANK, N.A.

Internal Address: _____

Address: _____

Street Address: 1000 MacArthur Boulevard

City: Mahwah

State: NJ

Country: USA Zip: 07430

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) June 28, 2010

- Assignment Merger
 Security Agreement Change of Name
 Other Amendment to Reel/Frame 002654/0125

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: 442889-5

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Abby Weiner
Signature

7/8/2010
Date

Abby Weiner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 004240 FRAME: 0621**

TD BANK, N.A., successor by merger to Hudson United Bank

Second Amendment to Confirmatory Trademark Security Agreement

BETWEEN

TOPSVILLE, INC., as Borrower

AND

TD BANK, N.A., successor by merger to HUDSON UNITED BANK, as Secured Party

This Second Amendment to Confirmatory Trademark Security Agreement made this 28th day of June 2010 by and between **TOPSVILLE, INC.**, a Florida corporation with its principal place of business at 10370 USA Today Way, Miramar, Florida 33025 (hereinafter, the "Borrower"), and **TD BANK, N.A.**, successor by merger to Hudson United Bank, a national association organized under the laws of the United States of America with offices located at 1000 MacArthur Boulevard, Mahwah, New Jersey 07430 (hereinafter, the "Bank").

WITNESSETH:

The Borrower is a party to a Restated Revolving Loan Agreement dated March 25, 2009 with the Bank (as the same has been or may be supplemented, modified, amended or restated from time to time, the "Loan Agreement") which is a restatement of a revolving loan agreement dated December 23, 2002 between the Borrower and Hudson United Bank, as subsequently amended by five (5) amendments to the revolving loan agreement (collectively, the "Original Loan Agreement") and a Restated General Security Agreement dated March 25, 2009 in favor of the Bank (as the same may be supplemented, modified, amended or restated from time to time, the "Security Agreement"), which is a restatement of a general security agreement dated December 23, 2002 between the Borrower and Hudson United Bank, pursuant to which, among other things, in order to secure all of the Borrower's Obligations as defined in the Loan Agreement, the Borrower pledged and granted to the Bank a present and continuing lien and security interest in and to (among other things), any and all of the Borrower's present and future general intangibles, including, without limitation, the Trademarks (as hereinafter defined).

The Confirmatory Trademark Security Agreement dated December 23, 2002 was recorded in the United States Patent and Trademark Office on January 2, 2003 in Reel/Frame No. 002654/0125 (the Confirmatory Trademark Security Agreement dated December 23, 2002, as amended by a first amendment to confirmatory trademark security agreement, dated March 25, 2009, recorded in the United States Patent and Trademark Office on March 31, 2009 in Reel/Frame No. 3962/0024 and as amended by this second amendment to confirmatory trademark security agreement, as the same may be supplemented, modified, amended or restated from time to time in the manner provided herein, is collectively referred to as, this "Agreement").

The Borrower and the Bank have agreed to modify the terms and conditions of this Agreement pursuant to the terms and conditions of the Loan Agreement including, without limitation, modifying the lien and security interest in and to (among other things), any and all of the Borrower's present and future general intangibles including, without limitation, the Trademarks, trademark registrations and applications of the Borrower.

The Borrower and the Bank have entered into this Agreement and the Borrower has signed a Special Power of Attorney, which is attached hereto as **Schedule B**, in order to confirm the liens and security interests granted in such collateral and to permit the recordation of this Agreement and those liens and security interests with the appropriate governmental authorities, all upon the terms and provisions and subject to the conditions hereinafter set forth.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Borrower, the Borrower hereby pledges, assigns, conveys, transfers, delivers and confirms to the Bank, and grants to the Bank, a present and continuing lien and security interest in and to any and all of the trademarks, trademark registrations and applications of the Borrower listed in **Schedule A** hereto (as the same may be amended pursuant hereto from time to time), including (without limitation) any and all renewals and extensions thereof (whether in whole or in part), any and all rights corresponding to any of the foregoing throughout the world, and the good will of the business to which each of those trademarks relates, in each case whether now existing or hereafter acquired or created, whether owned, individually, jointly or otherwise, together with the products and proceeds thereof (including any and all license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals, continuations, modifications and extensions of any and all of the foregoing (all of the foregoing herein collectively referred to as, the "Trademarks").

The Borrower hereby authorizes the Bank to modify this Agreement (without the signature of the Borrower) by amending **Schedule A** hereto to include any and all future trademarks and trademark registrations, which are included as "Trademarks" above and as "Collateral" under (and as defined in) the Security Agreement, whenever acquired or created.

This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Loan Agreement, the Security Agreement and the other Loan Documents (as defined in the Loan Agreement). This Agreement shall be governed and construed in accordance with all of the terms and provisions of the Loan Agreement, the Security Agreement and the other Loan Documents, and the Bank shall have all of the rights, powers, privileges and remedies granted by those terms and provisions, as if those terms and provisions were fully set forth herein. All of the Bank's rights, powers, privileges and remedies with respect to the Trademarks, whether established by this Agreement, the Loan Agreement, the Security Agreement, any other Loan Document or applicable law, shall be cumulative and may be exercised singularly or concurrently in such order and manner as the Bank may elect. This Agreement shall continue in full force and effect for so long as any obligations remain outstanding under the Loan Agreement, the Security Agreement and other

Loan Documents and the termination of the Loan Agreement, and may be terminated, modified, amended or restated only in a document executed by the Bank and the Borrower.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

WITNESS:

TOPSVILLE, INC.

WDF

By: Anthony Christon
Print Name: Anthony Christon
Print Title: Chief Financial Officer & Treasurer

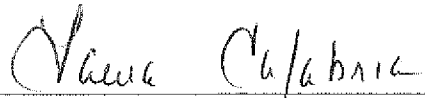
TD BANK, N.A., successor by merger to
Hudson United Bank

WDF

By: John F. Rath
Print Name: John F. Rath
Print Title: Senior Vice President

STATE OF NEW JERSEY)
): ss.:
COUNTY OF BERGEN)

On the 28th day of June 2010 before me personally came **ANTHONY CHRISTON**, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of **TOPSVILLE, INC.**, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.




Notary Public

LAURA CALABRIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 29, 2011

STATE OF NEW JERSEY)
): ss.:
COUNTY OF BERGEN)

On the 28th day of June 2010 before me personally came **JOHN F. RATH** to me known, who, being by me duly sworn, did depose and say that he is a Senior Vice President of **TD BANK, N.A.**, successor by merger to Hudson United Bank, the bank described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said national bank.



Notary Public

LAURA CALABRIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 29, 2011

SCHEDULE A

<u>Trademark</u>	<u>Application/Registration No.</u>
MINIVILLE	1591085
TOPSVILLE	1561078
Remastered	85053742
Scarce	77946000

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SCHEDULE B

SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY)
): ss.:
COUNTY OF BERGEN)

KNOW ALL MEN BY THESE PRESENTS, that TOPSVILLE, INC., a Florida corporation with its principal place of business at 11800 NW 102 Road, Medley, Florida 33178 (hereinafter, the "Borrower"), pursuant to a Second Amendment to Confirmatory Trademark Security Agreement dated the date hereof (the "Agreement"), hereby constitutes and appoints TD BANK, N.A., successor by merger to Hudson United Bank, a national association organized under the laws of the United States of America with offices located at 1000 MacArthur Boulevard, Mahwah, New Jersey 07430 (hereinafter, the "Bank"), as its true and lawful attorney-in-fact, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower at any time and from time to time after the occurrence and during the continuance of an Event of Default, and subject to the other terms and conditions of the Loan Agreement, the Security Agreement and the other Loan Documents (all capitalized terms not defined herein shall have the meanings assigned to them in the Agreement):

1. Assign, sell or otherwise dispose of all right, title and interest in and to the trademarks, trademark registrations and applications of the Borrower listed on **Schedule A** of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to maintain the trademarks, trademark registrations and applications of the Borrower listed on **Schedule A** of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, as the Bank may in its sole discretion determine to be necessary.

This power of attorney is made pursuant to the Agreement, dated the date hereof, between Borrower and Bank (i) is coupled with an interest and (ii) shall be irrevocable for the term of this

Agreement and thereafter as long as any obligations shall be outstanding under the Loan Agreement and the Security Agreement and the termination of the Loan Agreement.

TOPSVILLE, INC.,
a Florida corporation

By: _____
Print Name: Anthony Christon
Print Title: Chief Financial Officer

STATE OF NEW JERSEY)
): ss.:
COUNTY OF BERGEN)

On the 28th day of June 2010 before me personally came **ANTHONY CHRISTON**, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of **TOPSVILLE, INC.**, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Notary Public

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