

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sovereign Bank		09/01/2011	federal savings bank: PENNSYLVANIA

**RECEIVING PARTY DATA**

<b>Name:</b>	D9 Capital Partners, LLC
<b>Street Address:</b>	256 Ravenscliff Road
<b>City:</b>	Radnor
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19087
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: PENNSYLVANIA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	75646994	
Serial Number:	75865755	BRUTE
Serial Number:	76496806	NEUEDGE
Serial Number:	76547090	WHAT WINNERS WEAR!
Serial Number:	76549553	ZERO-G
Serial Number:	76596864	EVAPTECH
Serial Number:	76596865	EVAP TECH
Serial Number:	76643266	BRUTE NATIONALS FOLKSTYLE WRESTLING
Serial Number:	77214145	MID-SET
Serial Number:	77786091	RADICAL OFF-AXIS
Serial Number:	77786129	OFF-AXIS
Serial Number:	85152647	EVOLVE LACROSSE

**CORRESPONDENCE DATA**

**900202444**

**TRADEMARK  
 REEL: 004625 FRAME: 0628**

**CH \$315.00 75646994**

Fax Number: (703)836-2787  
Phone: 703-836-6400  
Email: email@oliff.com

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

Correspondent Name: Oliff & Berridge, PLC  
Address Line 1: P O. Box 320850  
Address Line 4: Alexandria, VIRGINIA 22320-4850

ATTORNEY DOCKET NUMBER:	150600
NAME OF SUBMITTER:	William P. Berridge
Signature:	/William P. Berridge/
Date:	09/19/2011

Total Attachments: 10  
source=CQ2599#page1.tif  
source=CQ2599#page2.tif  
source=CQ2599#page3.tif  
source=CQ2599#page4.tif  
source=CQ2599#page5.tif  
source=CQ2599#page6.tif  
source=CQ2599#page7.tif  
source=CQ2599#page8.tif  
source=CQ2599#page9.tif  
source=CQ2599#page10.tif

**ASSIGNMENT OF AMENDED AND RESTATED  
TRADEMARK AND PATENT SECURITY AGREEMENT**

THIS ASSIGNMENT OF AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT ("Assignment") is made as of the 1<sup>st</sup> day of September, 2011 by and between SOVEREIGN BANK, a federal savings bank ("Assignor"), with offices at 1500 Market Street, Philadelphia, PA 19103 ("Assignor"),

AND

D9 CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company with offices at 256 Ravenscliff Road, Radnor, PA 19087 ("Assignee").

Background

Henson Company, Inc., a Virginia corporation ("Henson"), Neuedge Properties, LLC, a Pennsylvania limited liability company ("Neuedge") and Assignor entered into an Amended and Restated Trademark and Patent Security Agreement of even date herewith (the "Security Agreement") pursuant to which, Henson and Neuedge, among other things, granted and reaffirmed a security interest in Henson's and Neuedge's entire right, title and interest in all of the trademarks, trademark applications, patents and patent applications, and in all products and proceeds thereof, as set forth in the Security Agreement (the "Trademarks and Patents").

Pursuant to the provisions of a Purchase and Sale Agreement of even date herewith between Assignor and Assignee (the "Purchase and Sale Agreement") Assignor, among other things, transferred, assigned, granted and conveyed unto Assignee the Assigned Rights (as defined in the Purchase and Sale Agreement), including but not limited to all right, title and interest of Assignor in and to all credit accommodations of Assignor to Henson and all loan documents evidencing such credit accommodations (the "Assignment").

NOW, THEREFORE, in consideration of the provisions herein contained, the legal sufficiency of which is acknowledged by each of the parties hereto, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto agree as follows:

1. Background. Each of the parties to this Assignment acknowledges that the Background provisions set forth above are accurate and constitute an integral part of this Assignment.

2. Assignment. Pursuant to the terms and conditions of the Purchase and Sale Agreement, Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Security Agreement and in and to the Trademarks and Patents.

3. Miscellaneous.

(a) Upon request by either party to this Assignment, the other party hereto shall execute and deliver to the requesting party such additional documents as may be necessary or desirable to effectuate the intent of this Assignment.

(b) The caption or heading of each Section of this Assignment does not constitute a part of this Assignment but is for informational purposes only.

(c) If any provision of this Assignment, or the application thereof to any party or circumstance, be held invalid or unenforceable, the remainder of this Assignment, and the application of such provisions to other parties or circumstances, shall not be affected thereby and, to this end, the provisions of this Assignment are declared severable.

(d) This Assignment shall be binding upon the parties hereto and their respective successors and assigns.

(e) This Assignment shall be deemed to be made under and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

SOVEREIGN BANK

By: Robert Bursky  
Title: SENIOR vice President

Attest: [Signature]  
Title: SIT

Accepted by Assignee as of the day and year first above written.

ASSIGNEE:

D9 CAPITAL PARTNERS, LLC

By: \_\_\_\_\_  
Karl Bupp, Managing Member

Attest: \_\_\_\_\_  
Title:

3. Miscellaneous.

(a) Upon request by either party to this Assignment, the other party hereto shall execute and deliver to the requesting party such additional documents as may be necessary or desirable to effectuate the intent of this Assignment.

(b) The caption or heading of each Section of this Assignment does not constitute a part of this Assignment but is for informational purposes only.

(c) If any provision of this Assignment, or the application thereof to any party or circumstance, be held invalid or unenforceable, the remainder of this Assignment, and the application of such provisions to other parties or circumstances, shall not be affected thereby and, to this end, the provisions of this Assignment are declared severable.

(d) This Assignment shall be binding upon the parties hereto and their respective successors and assigns.

(e) This Assignment shall be deemed to be made under and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR: SOVEREIGN BANK

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

Attest: \_\_\_\_\_  
Title:

Accepted by Assignee as of the day and year first above written.

ASSIGNEE: D9 CAPITAL PARTNERS, LLC

By: Karl Bupp  
Karl Bupp, Managing Member

Attest: [Signature]  
Title:

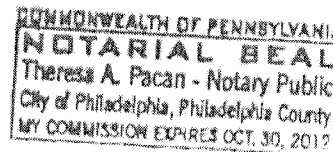
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF PENNSYLVANIA : SS  
COUNTY OF BERKS :

On this 1<sup>st</sup> day of September, 2011, before me personally appeared Robert Bushey who acknowledged himself to be the Sr. Vice President of SOVEREIGN BANK, a federal savings bank, and that he as such officer and being authorized to do so, executed the foregoing Assignment of Amended and Restated Trademark and Patent Security Agreement for the purposes therein pursuant to the authority vested in him by law; that the foregoing Assignment of Amended and Restated Trademark and Patent Agreement is the voluntary act of such Bank, and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Theresa A. Pacan  
Notary Public



COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF PENNSYLVANIA : SS  
COUNTY OF BERKS :

On this 1<sup>st</sup> day of September, 2011, before me personally appeared KARL BUPP, who acknowledged himself to be the Managing Member of D9 CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company, and that he as such Managing Member and being authorized to do so, executed the foregoing Assignment to Amended and Restated Trademark and Patent Security Agreement for the purposes therein pursuant to the authority vested in him by law; that the foregoing Assignment to Amended and Restated Trademark and Patent Agreement is the voluntary act of such Limited Liability Company, and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF PENNSYLVANIA : SS  
COUNTY OF BERKS :

On this 1<sup>st</sup> day of September, 2011, before me personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of SOVEREIGN BANK, a federal savings bank, and that he as such officer and being authorized to do so, executed the foregoing Assignment of Amended and Restated Trademark and Patent Security Agreement for the purposes therein pursuant to the authority vested in him by law; that the foregoing Assignment of Amended and Restated Trademark and Patent Agreement is the voluntary act of such Bank, and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

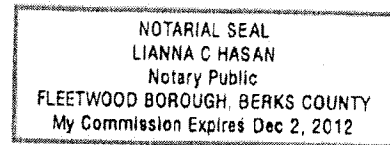
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF PENNSYLVANIA : SS  
COUNTY OF BERKS :

On this 1<sup>st</sup> day of September, 2011, before me personally appeared KARL BUPP, who acknowledged himself to be the Managing Member of D9 CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company, and that he as such Managing Member and being authorized to do so, executed the foregoing Assignment to Amended and Restated Trademark and Patent Security Agreement for the purposes therein pursuant to the authority vested in him by law; that the foregoing Assignment to Amended and Restated Trademark and Patent Agreement is the voluntary act of such Limited Liability Company, and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Lianna C Hasan*  
\_\_\_\_\_  
Notary Public



## POWER OF ATTORNEY

SOVEREIGN BANK, a federal savings bank ("Assignor"), hereby authorizes D9 CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company and any officer or agent thereof (collectively, "Assignee"), as assignee under that certain Assignment of Amended and Restated Loan and Security Agreement between Assignor and Assignee dated as of the date hereof (as amended, restated, supplemented or modified from time to time, collectively, the "Assignment") as the true and lawful attorney-in-fact of Assignor, with the power to endorse the name of Assignor on all applications, assignments, documents, papers and instruments necessary for Assignee to enforce and effectuate its rights under the Assignment, including, without limitation, the power to record Assignor's interest in any Trademarks or Patents (as defined in the Amended and Restated Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Assignor a supplement to the Assignment to Amended and Restated Trademark and Patent Security Agreement, to use the Trademarks or Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of any Assignor a Trademark or Patent assignment subject to the terms of the Assignment to Amended and Restated Trademark and Patent Security Agreement. Nothing herein contained shall obligate Assignee to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Assignment.

Assignor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done in accordance with the terms of the Assignment and the Amended and Restated Trademark and Patent Security Agreement.

This Power of Attorney shall be irrevocable for the life of the Assignment and the Amended and Restated Trademark and Patent Security Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]



IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY,  
the Assignor has caused this Power of Attorney to be executed as of the 1<sup>st</sup> day of September,  
2011.

ASSIGNOR:

SOVEREIGN BANK

By: Robert Busby  
Title: Senior Vice President

Attest: [Signature]  
Title: VP

Agreed and accepted as of the 1<sup>st</sup> day of September, 2011.

D9 CAPITAL PARTNERS, LLC

By: \_\_\_\_\_  
Karl Bupp, Managing Member

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO POWER OF ATTORNEY]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY,  
the Assignor has caused this Power of Attorney to be executed as of the 1<sup>st</sup> day of September,  
2011.

ASSIGNOR: SOVEREIGN BANK

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

Attest: \_\_\_\_\_  
Title:

Agreed and accepted as of the 1<sup>st</sup> day of September, 2011.

D9 CAPITAL PARTNERS, LLC

By: Karl Bupp  
Karl Bupp, Managing Member

Attest: [Signature]  
Title:

[SIGNATURE PAGE TO POWER OF ATTORNEY]

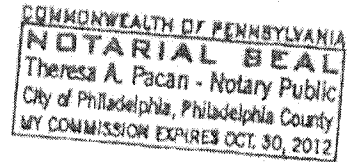
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF PENNSYLVANIA : SS  
COUNTY OF BERKS :

On this 1<sup>st</sup> day of September, 2011, before me personally appeared Robert Bushey who acknowledged himself to be the Sr. Vice President of SOVEREIGN BANK, a federal savings bank, and that he as such officer and being authorized to do so, executed the foregoing Power of Attorney for the purposes therein pursuant to the authority vested in him by law; that the foregoing Power of Attorney is the voluntary act of such Bank, and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Theresa A. Pacan  
Notary Public



COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF PENNSYLVANIA : SS  
COUNTY OF BERKS :

On this 1<sup>st</sup> day of September, 2011, before me personally appeared KARL BUPP, who acknowledged himself to be the Managing Member of D9 CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company, and that he as such Managing Member and being authorized to do so, executed the foregoing Power of Attorney for the purposes therein pursuant to the authority vested in him by law; that the foregoing Power of Attorney is the voluntary act of such Limited Liability Company, and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF PENNSYLVANIA : SS  
COUNTY OF BERKS :

On this 1<sup>st</sup> day of September, 2011, before me personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of SOVEREIGN BANK, a federal savings bank, and that he as such officer and being authorized to do so, executed the foregoing Power of Attorney for the purposes therein pursuant to the authority vested in him by law; that the foregoing Power of Attorney is the voluntary act of such Bank, and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF PENNSYLVANIA : SS  
COUNTY OF BERKS :

On this 1<sup>st</sup> day of September, 2011, before me personally appeared KARL BUPP, who acknowledged himself to be the Managing Member of D9 CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company, and that he as such Managing Member and being authorized to do so, executed the foregoing Power of Attorney for the purposes therein pursuant to the authority vested in him by law; that the foregoing Power of Attorney is the voluntary act of such Limited Liability Company, and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Lianna C Hasan*  
\_\_\_\_\_  
Notary Public

