

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
Budco Holdings Inc.		11/14/2011	CORPORATION: MICHIGAN
Budco GC Holdings, LLC		11/14/2011	LIMITED LIABILITY COMPANY: MICHIGAN
Brian Unlimited Distribution Company		11/14/2011	CORPORATION: MICHIGAN
Budco Business to Business, Inc.		11/14/2011	CORPORATION: MICHIGAN
Budco East Coast LLC		11/14/2011	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	RBS Citizens, N.A.
Street Address:	27777 Franklin Road
Internal Address:	Mail Code MH 1980
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48034
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3328332	TARGET CONNECT

CORRESPONDENCE DATA

Fax Number: (734)623-1625
 Phone: (734) 623-1678
 Email: nhudge@dickinsonwright.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Nora Hudge, Paralegal
 Address Line 1: Dickinson Wright, PLLC

900208572

**TRADEMARK
 REEL: 004671 FRAME: 0729**

OP \$40.00 3328332

Address Line 2: 301 East Liberty, Suite 500
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	37390-038
NAME OF SUBMITTER:	Nora Hudge, Paralegal
Signature:	/Nora Hudge/
Date:	12/02/2011

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") is entered into as of November 14, 2011 by and among Budco Holdings Inc., a Michigan corporation (the "Borrower"), Budco GC Holdings, LLC, a Michigan limited liability company, Brian Unlimited Distribution Company, a Michigan corporation, Budco Business to Business, Inc., a Michigan corporation and Budco East Coast LLC, a Michigan limited liability company (collectively with the Borrower, the "Grantors"), in favor of RBS Citizens, N.A., a national banking association (the "Lender"), pursuant to the Credit Agreement referred to below.

Recitals

A. The Borrower and the Lender have entered into a Credit Agreement dated as of November 14, 2011 (as amended, supplemented, restated or otherwise modified from time to time, including any agreement entered into in replacement thereof, the "Credit Agreement"), pursuant to which the Lender has agreed, subject to certain terms and conditions, to extend credit to the Borrower.

B. In connection with the Credit Agreement, the Grantors and the Lender have entered into a Security Agreement dated as of November 14, 2011 (as amended, supplemented, restated or otherwise modified from time to time, including any agreement entered into in replacement thereof, the "Security Agreement"), pursuant to which the Grantors have granted to the Lender a security interest in each Grantor's assets to secure all present and future Secured Obligations.

C. Pursuant to the terms of the Security Agreement, the Grantors pledged, assigned and granted to the Lender a security interest in, among other assets, all patents and patent applications and all trademarks and trademark applications of each Grantor.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents, the Grantors hereby grant to the Lender to secure the Secured Obligations a continuing security interest in all of each Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of, any Grantor (including as identified by any trade name or any derivations thereof):

- (1) each unregistered patent, patent registration and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 attached hereto, together with any renewal thereof;
- (2) each patent license to which any Grantor is a party, including, without limitation, each patent license listed on Schedule 1 attached hereto;
- (3) all products and proceeds of the foregoing, including, without limitation, any and all claims by any Grantor against third parties for past, present or future

infringement of any patent, including, without limitation, any patent referred to in Schedule 1 attached hereto, any patent issued pursuant to a patent application referred to in Schedule 1 attached hereto and any patent licensed under any patent license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the “Patent Collateral”);

- (4) each unregistered trademark, trademark registration and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 2 attached hereto, together with any renewal thereof;
- (5) each trademark license to which any Grantor is a party, including, without limitation, each trademark license listed on Schedule 2 attached hereto;
- (6) all products and proceeds of the foregoing, including, without limitation, any and all claims by any Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 2 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 2 attached hereto and any trademark licensed under any trademark license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the “Trademark Collateral”);

The security interest granted to the Lender herein is granted in furtherance, and not in limitation, of the security interests granted to the Lender pursuant to the Security Agreement and the other Loan Documents and nothing in this Agreement and the other Loan Documents shall limit or otherwise modify the security interests granted in the Security Agreement or any of the other Loan Documents. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral and the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall control. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

BUDCO HOLDINGS INC.,
a Michigan corporation

By: William J. Rozek
Name: William Rozek
Title: Chief Financial Officer

BUDCO GC HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: Douglas S. Kearney
Title: President, Secretary and Treasurer

**BRIAN UNLIMITED DISTRIBUTION
COMPANY,**
a Michigan corporation

By: William J. Rozek
Name: William Rozek
Title: Chief Financial Officer

BUDCO BUSINESS TO BUSINESS, INC.,
a Michigan corporation

By: William J. Rozek
Name: William Rozek
Title: Chief Financial Officer

BUDCO EAST COAST LLC,
a Michigan limited liability company

By: William J. Rozek
Name: William Rozek
Title: Chief Financial Officer

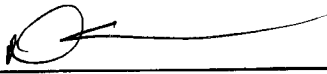
Budco Signature Page to Patent and Trademark Security Agreement

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BUDCO HOLDINGS INC.,
a Michigan corporation

By: _____
Name: William Rozek
Title: Chief Financial Officer

BUDCO GC HOLDINGS, LLC,
a Delaware limited liability company

By:  _____
Name: Douglas S. Kearney
Title: President, Secretary and Treasurer

**BRIAN UNLIMITED DISTRIBUTION
COMPANY,**
a Michigan corporation

By: _____
Name: William Rozek
Title: Chief Financial Officer

BUDCO BUSINESS TO BUSINESS, INC.,
a Michigan corporation

By: _____
Name: William Rozek
Title: Chief Financial Officer

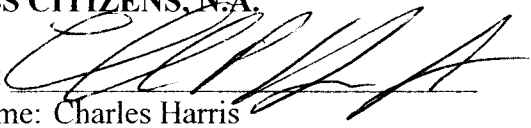
BUDCO EAST COAST LLC,
a Michigan limited liability company

By: _____
Name: William Rozek
Title: Chief Financial Officer

Budco Signature Page to Patent and Trademark Security Agreement

Acknowledged and Agreed:

RBS CITIZENS, N.A.

By: 

Name: Charles Harris

Title: Vice President - Michigan Corporate Banking

Budco Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 004671 FRAME: 0735

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

None.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademark	Database	Registration Number	Registration Date	Status	Owner	Goods and Services
TARGET CONNECT	US	3328332	11/06/07	Registered	Brian Unlimited Distribution Company	Business Marketing Consulting Services in the nature of providing promotional services and equipment to others for independent use thereof, namely rental of office machinery and equipment

DETROIT 37390-38 1224371v6

RECORDED: 12/02/2011

TRADEMARK
REEL: 004671 FRAME: 0737