

## 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
HALO Branded Solutions, Inc.		05/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	222 S. Riverside Plaza		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	a banking corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3555859	BRIGHT IDEAS. BRILLIANT RESULTS.	
Registration Number:	3037295	HALO CUSTOM PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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) 609-7838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	31417000059-D.SCHOENDORFF		
NAME OF SUBMITTER:	Patricia O'Donoghue		

Signature:	/Patricia O'Donoghue/
Date:	05/10/2012
Total Attachments: 5 source=HALO Trademark Security Agreement#page1.tif source=HALO Trademark Security Agreement#page2.tif source=HALO Trademark Security Agreement#page3.tif source=HALO Trademark Security Agreement#page4.tif source=HALO Trademark Security Agreement#page5.tif	

**GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of May 1, 2012 made by HALO BRANDED SOLUTIONS, INC., a Delaware corporation, located at 1980 Industrial Drive, Sterling, Illinois 61081 (the "Grantor"), in favor of FIFTH THIRD BANK, an Ohio banking corporation, as Agent (the "Agent") in connection with that certain Security Agreement dated as of May 1, 2012 among Grantor, the other "Grantors" party thereto and the Agent (as amended, restated, supplemented or modified from time to time, the "Security Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

## WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property constituting Collateral, including the Trademarks (as defined in the Security Agreement) listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks constituting Collateral (as defined in the Security Agreement), including, without limitation, the Additional Intellectual Property (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations. Notwithstanding the foregoing to the contrary, no Lien on or security interest in shall be deemed granted in any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference

herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

SECTION 5. Governing Law. THIS AGREEMENT IS A LOAN DOCUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS.

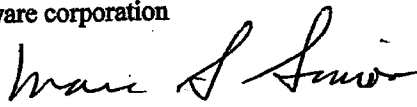
*(Signature Page Follows)*

*(Signature Page to Grant of Security Interest In Trademark Rights)*

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**GRANTOR:**

**HALO BRANDED SOLUTIONS, INC.,**  
a Delaware corporation

By: 

Name: Marc Simon

Title: Chief Executive Officer

CHICAGO/#2303083

**TRADEMARK**  
**REEL: 004777 FRAME: 0573**

*(Signature Page to Grant of Security Interest In Trademark Rights)*

**AGENT:**

**FIFTH THIRD BANK,**  
an Ohio banking corporation

By: Adolph G. Letke  
Adolph G. Letke  
Vice President

**SCHEDULE A**  
**(To Grant Security Interest in Trademark Rights)**

U.S. Trademark Registrations and Applications

<b>Title</b>	<b>Trademark Number</b>	<b>Date of Registration</b>
BRIGHT IDEAS. BRILLIANT RESULTS.	3,555,859	January 6, 2009
HALO CUSTOM PRODUCTS	3,037,295	September 28, 2011