

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
Hyde Park, Inc.		06/26/2012	CORPORATION: COLORADO

RECEIVING PARTY DATA	
Name:	Salus Capital Partners, LLC
Street Address:	197 First Avenue
Internal Address:	Suite 250
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3562513	HPFINALE
Registration Number:	2212142	HYDE PARK
Registration Number:	3522475	HYDE PARK FINALE
Registration Number:	2154614	

CORRESPONDENCE DATA	
Fax Number:	6172484000
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	tadmin@choate.com
Correspondent Name:	Elizabeth A. Walker
Address Line 1:	Two International Place
Address Line 2:	Choate Hall & Stewart LLP
Address Line 4:	Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010280-0006
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OP \$115.00 3562513

NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	08/08/2012
Total Attachments: 10 source=8 - Trademark Security Agreement#page1.tif source=8 - Trademark Security Agreement#page2.tif source=8 - Trademark Security Agreement#page3.tif source=8 - Trademark Security Agreement#page4.tif source=8 - Trademark Security Agreement#page5.tif source=8 - Trademark Security Agreement#page6.tif source=8 - Trademark Security Agreement#page7.tif source=8 - Trademark Security Agreement#page8.tif source=8 - Trademark Security Agreement#page9.tif source=8 - Trademark Security Agreement#page10.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 26, 2012, is entered into between Hyde Park, Inc., a Colorado corporation with an address at 3000 E. First Avenue, Suite 234, Denver, CO 80206 (the "Grantor"), and Salus Capital Partners, LLC, a Delaware limited liability company with an address at 197 First Avenue, Suite 250, Needham, MA 02494 (the "Collateral Agent") in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Grantor and the other Borrowers party thereto, have entered into that certain Credit Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Credit Agreement") with the Collateral Agent and the Lenders party thereto;

WHEREAS, pursuant to the Credit Agreement, the Grantor and the Collateral Agent are executing or have executed that certain Security Agreement, dated as of the date hereof, by the Grantor and the other Grantors party thereto, in favor of the Collateral Agent for the benefit of the Lenders and the other Credit Parties (as amended and in effect from time to time, the "Security Agreement");

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions: Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Security Agreement. As used herein, the following terms shall have the following meanings:

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

"Trademarks" shall mean all issued or applied for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, designs, logos and other source or business identifiers, prints and labels on which any of the foregoing may appear, whether issued or applied for, including, without limitation, the trademarks listed on **EXHIBIT A** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing; provided that Trademarks shall not be deemed to include any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

"Trademark Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor (in the case of grants to the Grantor only to the extent a grant of security interest is permitted by such license) of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

2. Grant Of Security Interest: In furtherance and as confirmation of the Security Interest granted by the Grantor to the Collateral Agent under the Security Agreement, and as further security for

the payment or performance in full of the Secured Obligations, the Grantor hereby ratifies such Security Interest and grants to the Collateral Agent a continuing security interest, with power of sale (to the extent permitted by law), in all of the present and future right, title and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "Trademark Collateral"):

- (a) All Trademarks and Trademark Licenses;
- (b) All renewals of any of the foregoing;
- (c) All General Intangibles connected with the use of, or related to, any and all Trademark Collateral (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all and the use thereof);
- (d) All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Trademark Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;
- (e) The right to sue for past, present, and future infringements and dilutions of any of the foregoing;
- (f) All of the Grantor's rights corresponding to any of the foregoing throughout the world; and
- (g) All Proceeds of any of the foregoing.

3. Protection Of Trademark Collateral By Grantor: Article VI of the Security Agreement is incorporated herein by reference.

4. Grantor's Representations And Warranties: In addition to the representations and warranties of the Grantor included in the Security Agreement, which are incorporated herein by reference, the Grantor represents and warrants that:

- (a) **EXHIBIT A** is a true, correct, and complete list of all registered Trademarks, applications for Trademarks, and Trademark Licenses owned by the Grantor as of the date hereof, all of which, to the best of Grantor's knowledge, are subsisting, valid, and enforceable.
- (b) The execution, delivery and performance of this Agreement are within the power of the Grantor and have been duly authorized by all necessary corporate or other action and do not, to the best of Grantor's knowledge, contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which Grantor is a party or by which any of the Trademark Collateral is bound.

5. Agreement Applies To Future Trademark Collateral:

- (a) Section 6.5 of the Security Agreement is incorporated herein by reference.

(b) Each of the Grantors authorizes the Collateral Collateral Agent to modify this Security Agreement solely by amending the **EXHIBIT A** to include any Trademark Collateral acquired or arising after the date hereof of by the Grantor including, without limitation, any of the items listed in Section 6.5 of the Security Agreement.

6. Grantor's Rights To Enforce Trademark Collateral: So long as an Event of Default shall not have occurred or be continuing, the Grantor shall have the exclusive right to sue for past, present, and future infringement of the Trademark Collateral including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Trademark Collateral against encroachment by third parties, *provided, however,* any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute Trademark Collateral.

7. Collateral Agent's Actions To Protect Trademark Collateral: In the event of (a) the Grantor's failure to cure any failure by the Grantor to perform any of the Grantor's obligations hereunder; and/or (b) the occurrence of any Event of Default which has not been expressly waived by Collateral Agent in writing, the Collateral Agent, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Collateral Agent's own right in connection therewith. Upon a Responsible Officer obtaining knowledge of any claim of any material infringement by a third party of any of the Trademarks in the United States, the Grantor shall notify the Collateral Agent promptly of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of an Event of Default which has not been expressly waived by Collateral Agent in writing, such action as the Collateral Agent deems reasonably necessary. If Grantor shall fail to take such action within fourteen (14) days after such notice is given to the Collateral Agent, the Collateral Agent may, upon notice to Grantor, but shall not be required to, itself take such action in the name of Grantor, and Grantor hereby appoints the Collateral Agent the true and lawful attorney of Grantor, for it and in its name, place and stead, on behalf of Grantor, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Grantor, net of costs and attorneys' fees reasonably incurred, to be applied to the Indebtedness.

8. Rights Upon Default: Upon the occurrence and during the continuation of any Event of Default, which has not been waived in writing by Collateral Agent, the Collateral Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the Trademark Collateral, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Trademark Collateral. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and is continuing and that the Collateral Agent is authorized to exercise such rights and remedies. The Collateral Agent shall give to the Grantor at least ten (10) days prior written notice (which the Grantor agrees is "reasonable notification" under the Uniform Commercial Code) of the time and place of any public sale of the Trademarks or of the time after which any private sale or any other intended disposition is to be made.

To the extent permitted by applicable law, the Grantor hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Collateral Agent's rights hereunder, including, without limitation, its rights following any Event of Default which shall have occurred and shall not have been expressly waived by Collateral Agent in writing, to take immediate possession of the Trademarks and exercise its rights with respect thereto.

The Collateral Agent shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Trademarks subject to a security interest hereunder), or guaranties of the Indebtedness or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Collateral Agent's rights under this Agreement or any other instrument evidencing any of the Indebtedness or by which any of the Indebtedness is secured or guaranteed, and to the extent that it lawfully may, the Grantor hereby irrevocably waives the benefits of all such laws.

9. Collateral Agent As Attorney In Fact:

(a) Upon the occurrence and during the continuance of any Event of Default which has not been waived in writing by the Collateral Agent, the Grantor irrevocably constitutes and designates the Collateral Agent as such Grantor's attorney in fact:

(i) To exercise any of the rights and powers referenced herein; and

(ii) To execute all such instruments, documents, and papers as the Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Trademark Collateral.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent, in actual bad faith, intentional misconduct or fraud.

10. Collateral Agent's Rights: Any use by the Collateral Agent of the Trademark Collateral, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement and under the Security Agreement, shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

11. Further Assurances: Grantor shall, at Grantor's sole expense, do, make, execute, and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to and reasonably required by the Collateral Agent, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or the State of New York, or of any other countries or states as the Collateral Agent may from time to time reasonably request, and shall take all such other action as the Collateral Agent may reasonably require to more completely vest in and assure to the Collateral Agent its rights hereunder or in any of the Trademarks, and the Grantor hereby irrevocably authorizes the Collateral Agent or its designee, at Grantor's expense, to execute such documents, and file such financing

statements with respect thereto with or without Grantor's signature, as the Collateral Agent may deem appropriate. In the event that any rerecording or refiling (or the filing of any statement of continuation or assignment of any financing statement), or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Collateral Agent.

The Collateral Agent is hereby irrevocably appointed by the Grantor as Grantor's lawful attorney and Collateral Agent, with full power of substitution, to execute, deliver, record, and file on behalf of and in the name of Grantor such financing statements, assignments, pledges, and other documents and agreements, and to take such other action as the Collateral Agent may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Collateral Agent is hereby authorized to file on behalf of and in the name of the Grantor at Grantor's sole expense, such financing statements, assignments, pledges, documents, and agreements in any appropriate governmental office.

In fulfilling its responsibility for the prosecution, defense, enforcement, or any other necessary or desirable actions in connection with the Trademarks, the Grantor shall hold the Collateral Agent harmless from any and all costs, damages, indebtedness, and expenses that may be incurred by the Collateral Agent (other than as a result of gross negligence, willful misconduct, intentional misconduct or fraud of the Collateral Agent) in connection with the Collateral Agent's interest in the Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Grantor shall retain trademark counsel, as the case may be, acceptable to the Collateral Agent.

12. Waivers: Except for notices specifically provided for herein, the Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered, or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Indebtedness and any collateral therefor, the Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Collateral Agent may deem advisable. The Collateral Agent shall not have any duty as to the protection of the Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Collateral Agent may exercise its rights with respect to the Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Collateral Agent shall not be deemed to have waived any of its rights upon or under the Indebtedness or the Trademarks unless such waiver be in writing and signed by the Collateral Agent in accordance with the terms of the Security Agreement. No delay or omission on the part of the Collateral Agent in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Collateral Agent with respect to the Indebtedness or the Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

13. Releases: The Grantor and the Collateral Agent may from time to time agree in writing to the release of certain of the Trademarks from the security interest created hereby, and, in the case of Trademarks the Grantor proposes to abandon, the Collateral Agent agrees that, prior to an Event of Default, it will release its security interest in any Trademark Grantor proposes to abandon so long as such Trademark is no longer used by Grantor and is not material to the operations of Grantor, *provided* that after the occurrence and during the continuance of an Event of Default which has not been expressly

waived by Collateral Agent in writing, the Collateral Agent's consent will be required prior to any such release and abandonment.

14. Intent: This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the Trademark Collateral with the PTO. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the collateral interest granted to the Collateral Agent, for the ratable benefit of the Credit Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Trademark Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark Collateral as in all other Collateral.

15. Miscellaneous:

(a) The Grantor shall hold the Collateral Agent harmless from any and all costs, damages, and expenses, including, but not limited to reasonable attorneys' fees, which may be incurred by the Collateral Agent or Grantor in connection with any action or failure to act by the Collateral Agent or any Credit Party in connection with this Agreement, except those arising from the gross negligence, willful misconduct, intentional misconduct, or fraud of the Collateral Agent.

(b) Any and all rights and interests of the Collateral Agent in and to the Trademarks (and any and all obligations of the Grantor with respect to the same) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent (and the obligations of the Grantor) in, to or with respect to the Collateral provided in or arising under or in connection with the Credit Agreement and shall not be in derogation thereof.

(c) THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES, AND, TO THE EXTENT THAT THE LAWS OF THE UNITED STATES ARE NOT APPLICABLE, BY AND WITH THE LAWS OF THE OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT. The Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or the United States of America for the Southern District of New York, and consents to the nonexclusive jurisdiction of such court and to service of process in any such suit being made upon any Grantor by mail at the address specified in the Credit Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

(d) All notices hereunder shall be in writing and shall be given as provided in the Credit Agreement.

(e) Neither this Agreement nor any term hereof may be changed, waived, discharged, or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

(f) This Agreement and all obligations of the Grantor shall be binding upon the successors and assigns of the Grantor, and shall, together with the rights and remedies of the Collateral Agent hereunder, inure to the benefit of the Collateral Agent and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof

shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal, or unenforceable term had not been included herein. Terms used herein without definition which are defined in the Uniform Commercial Code as in effect in the State of New York have such defined meanings herein, unless the context otherwise indicates or requires.

(g) THE GRANTOR AND THE COLLATERAL AGENT MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE COLLATERAL AGENT TO ENTER INTO THIS AGREEMENT AND MAKE THE LOANS. Except as prohibited by law, the Grantor waives any right which it may have to claim or recover in any litigation referred to in the first sentence of this Section 15 any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Grantor (i) certifies that neither the Collateral Agent, nor any representative, Collateral Agent, or attorney of the Collateral Agent has represented, expressly or otherwise, that the Collateral Agent would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Collateral Agent is a party, the Collateral Agent is relying upon, among other things, the waivers and certifications in this Section 15.

(h) This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by fax, email, or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by fax, email, or other electronic transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(i) Any discrepancy between this Agreement and the Security Agreement shall be resolved in favor of the Security Agreement.

[SIGNATURE PAGES FOLLOW]

In witness whereof, each of the undersigned has caused this Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date set forth above.

GRANTOR:

HYDE PARK, INC.

By: Michael Tzallak
Name: Michael Tzallak
Title: CEO

COLLATERAL AGENT:

SALUS CAPITAL PARTNERS, LLC.

By: _____
Name:
Title:

[Trademark Security Agreement]

TRADEMARK
REEL: 004838 FRAME: 0542

In witness whereof, each of the undersigned has caused this Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date set forth above.

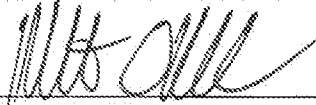
GRANTOR:

HYDE PARK, INC.

By: _____
Name: Michael R. Pollak
Title: Chief Executive Officer

COLLATERAL AGENT:

SALUS CAPITAL PARTNERS, LLC.


By:  _____
Name: Matthew T. O'Rourke
Title: Vice President, Portfolio Manager

[Trademark Security Agreement]

TRADEMARK
REEL: 004838 FRAME: 0543

Exhibit A

Trademark Collateral

<u>Trademark</u>	<u>Owner</u>	<u>App. No./Filing Date</u>	<u>Reg. No./Date Reg.</u>	<u>Status</u>
HPFINALE	Hyde Park, Inc.	78657340 6/23/05	3562513 1/13/09	Owned and Registered Sec. 8 & 15 due 1/13/15
HYDE PARK	Hyde Park, Inc.	75173542 9/30/96	2212142 12/22/98	Owned and Registered Renewal due 12/22/18
HYDE PARK FINALE	Hyde Park, Inc.	78626132 5/9/05	3522475 10/21/08	Owned and Registered Sec. 8 & 15 due 10/21/14
Misc Design: 	Hyde Park, Inc.	75173543 9/30/96	2154614 5/5/98	Owned and Registered Renewal due 5/5/18