

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
PARTNERS & SIMONS, INC.		11/15/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Associated Bank		
Street Address:	330 East Kilbourn Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4132472	REFORM READINESS	
Registration Number:	2628991	BRAND TRACTION	
CORRESPONDENCE DATA			
Fax Number:	4142988097		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	414-298-8201		
Email:	ipadmin@reinhardt.com		
Correspondent Name:	A. Smyczek/Reinhart Boerner Van Deuren		
Address Line 1:	1000 N. Water St., Ste. 1700		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	12382		
NAME OF SUBMITTER:	Alec D. Smyczek		
Signature:	/Alec D. Smyczek/		

Date:

11/21/2012

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

November 15, 2012

WHEREAS, PARTNERS & SIMONS, INC., a Delaware corporation, as successor by merger to Partners & Simons, Inc., a Massachusetts corporation (the "Debtor"), having its chief executive office at 227 West Monroe Street, Suite 1900, Chicago, IL 60606, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, Associated Bank, National Association, having its principal offices at 330 East Kilbourn Avenue, Milwaukee, WI 53202, as agent for the Lenders (as defined in the Security Agreement referred to below) ("Associated Bank"), desires to acquire a security interest in the Debtor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Debtor is willing to grant to Associated Bank a security interest in and lien upon the Debtor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as of the date hereof, by and among the Debtor, Partners & Simons, Inc., a Massachusetts corporation, Partners & Simons Holding Company LLC, a Delaware limited liability company, and Associated Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Debtor hereby grants Associated Bank a continuing security interest in all of the Debtor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without limitation any Trademark, Trademark registration or Trademark license referred to in Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all Liabilities (as defined in the Security Agreement). Upon request of the Debtor when all Liabilities have been finally paid in full and all commitments of Associated Bank and the Lenders have been terminated, Associated Bank shall execute, acknowledge and deliver to the Debtor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Associated Bank to any such obligation is or must be rescinded or returned by Associated Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Debtor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Associated Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Associated Bank had not been made and such release had not been executed.

This Agreement has been delivered in conjunction with the security interest granted to Associated Bank under the Security Agreement. The rights and remedies of Associated Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

PARTNERS & SIMONS, INC., a Delaware corporation

By:  _____

Name: Randall A. Mehl

Title: President, Vice President and
Treasurer

ASSOCIATED BANK, NATIONAL
ASSOCIATION

By: _____

Name: Daniel R. Holzhauser

Title: Senior Vice President

Signature Page to Notice of Security Interest in Trademarks

TRADEMARK
REEL: 004905 FRAME: 0192

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PARTNERS & SIMONS, INC., a Delaware corporation

By: _____
Name: Randall A. Mehl
Title: President, Vice President and Treasurer

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: _____
Name: Daniel R. Holzhauser
Title: Senior Vice President

Signature Page to Notice of Security Interest in Trademarks

TRADEMARK
REEL: 004905 FRAME: 0193

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Trademark Number</u>	<u>Issue Date</u>	<u>Application Date</u>
REDFORM READINESS	4,132,472	April 24, 2012	June 14, 2010
BRAND TRACTION	2,628,991	October 1, 2002	June 15, 2000