

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
NewGround Resources, Inc.		07/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national association: ILLINOIS

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3618164	BREAKTHROUGH IDEAS SPACE GROWTH
Registration Number:	2534334	NEWGROUND
Registration Number:	2621461	NEWGROUND
Registration Number:	2534335	NEWGROUND
Registration Number:	2645811	NEWGROUND
Registration Number:	2573904	NG
Registration Number:	2645810	NG
Registration Number:	2654475	NG
Registration Number:	2562011	NG
Registration Number:	2645812	NG NEWGROUND
Registration Number:	2645809	NG NEWGROUND
Registration Number:	2538407	NG NEWGROUND
Registration Number:	2538408	NG NEWGROUND
Registration Number:	3762318	REVIABLE

CH \$490.00 3618164

Registration Number:	3780611	REVIABLE
Registration Number:	2840008	THE EXPERIENCE IS EVERYTHING
Registration Number:	2659499	THE EXPERIENCE IS EVERYTHING
Registration Number:	2656617	THE EXPERIENCE IS EVERYTHING
Registration Number:	2654474	THE EXPERIENCE IS EVERYTHING

CORRESPONDENCE DATA

Fax Number: 2029068669
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2029068790
Email: smckeon@dykema.com
Correspondent Name: Shannon Marie McKeon
Address Line 1: 1300 I Street, N.W.
Address Line 2: Suite 300
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	011485
NAME OF SUBMITTER:	Shannon Marie McKeon
Signature:	/Shannon Marie McKeon/
Date:	01/08/2013

Total Attachments: 8
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**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of July 31, 2012, is by NewGround Resources, Inc., a Delaware corporation ("Grantor") and Bank of America, N.A. (the "Lender").

WITNESSETH:

WHEREAS, Grantor, Bank Building Corporation, an Illinois corporation ("Bank Building"), Digital Financial Network, LLC, a Delaware limited liability company ("DFN"), NewGround Canada, Inc., a Delaware corporation ("NewGround Canada") and Adrenaline, Inc., a California corporation ("Adrenaline", Bank Building, DFN, NewGround Canada and Adrenaline being herein collectively referred to as the "Other Borrowers") entered into that certain Loan Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Loan Agreement") with the Lender pursuant to which Lender agrees to make loans to, and issue or participate in letters of credit for the account of, the Grantor;

WHEREAS, in connection with the Loan Agreement, the Grantor, the Other Borrowers and the Lender entered into that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to make extensions of credit to the Grantor and the Other Borrowers thereunder, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Indebtedness, hereby mortgages and pledges to the Lender and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"): .

2.1 all of its trademarks, including, without limitation, those referred to on **Schedule 1** hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEWGROUND RESOURCES, INC.

By: Charles J. Zaegel
Name: Charles J. Zaegel
Its: Chief Financial Officer

Addresses for Notices:

NewGround Resources, Inc.
Attention: Charles J. Zaegel
15450 South Outer Forty Drive, Suite 300
Chesterfield, MO 63017
Facsimile: (636) 898-8111
Telephone: (636) 898-8113

Acknowledged:

BANK OF AMERICA, N.A., as Lender

By: *Patrick J. O'Toole*

Name: Patrick J. O'Toole

Title: Senior Vice President

Addresses for Notices:

Bank of America, N.A.

Business Banking

Attention: Steve Ahrenholz

IL4-135-07-15

135 South LaSalle Street

Chicago, IL 60603

Facsimile: (312) 453-6918

Telephone: (312) 992-2634

NewGround US Trademarks

Mark	Owner of Record	Registration #	Serial #	Filing date Registration date	Class(es)	Next filing due
United States						
ADRENALINE		Common law mark only				
BREAKTHROUGH IDEAS SPACE GROWTH	NewGround Resources, Inc.	3,618,164	77/325,571	11.07.2007 05.12.2009	35 37 41 42	05.13.2014-05.12.2015
NEWGROUND	NewGround Resources, Inc.	2,534,334	78/066,611	05.31.2001 01.29.2002	35	1.30.2021- 1.29.2022
NEWGROUND	NewGround Resources, Inc.	2,621,461	78/066,618	05.31.2001 09.17.2002	37 42	09.18.2011-09.17.2012
NEWGROUND	NewGround Resources, Inc.	2,534,335	78/066,621	05.31.2001 01.29.2002	41	01.30.2021- 1.29.2022
NEWGROUND	NewGround Resources, Inc.	2,645,811	78/066,624	05.31.2001 11.05.2002	42	11.06.2021-11.05.2022
NEWGROUND (Canadian filing)	NewGround Resources, Inc.		Application no. 1,461,124	Filed 12.01.2009		
NEWGROUND (European Community filing)	NewGround Resources, Inc.		008647323	10.28.2009 05.03.2010	35 37 41 42	
NG	NewGround Resources, Inc.	2,573,904	78/066,607	05.31.2001 05.28.2002	35	05.29.2021-05.28.2022
NG	NewGround Resources, Inc.	2,645,810	78/066,623	05.31.2001 11.05.2002	37	11.06.2011-11.05.2010
NG	NewGround Resources, Inc.	2,654,475	78/066,641	05.31.2001 11.26.2002	41	11.27.2021-11.26.2022
NG	NewGround Resources, Inc.	2,562,011	78/066,647	05.31.2001 04.16.2002	42	04.17.2011-04.16.2012
NG (design) (Canadian Filing)	NewGround Resources, Inc.		1,461,128 TMA 791,852	12.01.2009 03.01.2011		
NG (logo) (European Community filing)	NewGround Resources, Inc.		008647349	10.28.2009 05.03.2010	35 37 41 42	

NG NEWGROUND	NewGround Resources, Inc.	2,645,812	78/066,669	05.31.2001 11.05.2002	35	11.06.2011-11.05.2012
NG NEWGROUND	NewGround Resources, Inc.	2,645,809	78/066,581	05.31.2001 11.05.2002	37	11.06.2011-11.05.2012
NG NEWGROUND	NewGround Resources, Inc.	2,538,407	78/066,590	05.31.2001 02.12.2002	41	02.13.2021-2.12.2022
NG NEWGROUND	NewGround Resources, Inc.	2,538,408	78/066,593	05.31.2001 02.12.2002	42	02.13.2021-02.12.2022
NG NEWGROUND (design) (Canadian filing)	NewGround Resources, Inc.		1,461,126	12.01.2009		
REVIABLE	NewGround Resources, Inc.		77/671,791 3,762,318	02.17.2009 03.23.2010	35 37 41 42	File §8&15 03.24.2015- 03.23.2016
REVIABLE (logo)	NewGround Resources, Inc.		77/815,659 3,780,611	08.28.2009 04.27.2010	35 37 41 42	File §8&15 04.28.2015- 04.27.2016
REVIABLE (Canadian filing)	NewGround Resources, Inc.		1,461,123 TMA 793,422	12.01.2009 3.21.2011		
REVIABLE (European community filing)	NewGround Resources, Inc.		008647257	10.28.2009 05.03.2010	35 37 41 42	
The Experience is Everything	NewGround Resources, Inc.	2,840,008	78/066,595	05.31.2001 05.11.2004	35	05.12.2013-05.11.2014
The Experience is Everything	NewGround Resources, Inc.	2,659,499	78/066,601	05.31.2001 12.10.2002	37	12.11.2011-12.10.2012
The Experience is Everything	NewGround Resources, Inc.	2,656,617	78/066,603	05.31.2001 12.03.2002	41	12.04.2011-12.03.2012
The Experience is Everything	NewGround Resources, Inc.	2,654,474	78/066,604	05.31.2001 11.26.2002	42	11.27.2011-11.26.2012

ACKNOWLEDGEMENT OF GRANTOR

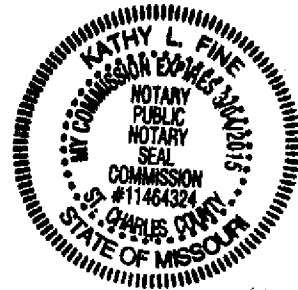
STATE OF Missouri)
)ss.
COUNTY OF St. Charles)

I Kathy L. Fine, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles J. Zaegel, the Chief Financial Officer of NEWGROUND RESOURCES, INC., a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of July, 2012.

Kathy L. Fine
Notary Public

My Commission Expires: 3/4/2015



STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I Virginia Penaranda, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patrick J. O'Toole, a Senior Vice President of BANK OF AMERICA, N.A., a national banking association, as Lender, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of July, 2012.

Virginia Penaranda
Notary Public

My Commission Expires: MARCH 10, 2014

