

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN EAGLE SUPERSTORE, INC.		10/25/2017	Corporation: MICHIGAN
PHOENIX IMPORTS, INC.		10/25/2017	Corporation: MICHIGAN
RT. 83 INVESTMENTS, LLC		10/25/2017	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	THE HUNTINGTON NATIONAL BANK		
Street Address:	200 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4391489	BIG FIREWORKS	
Registration Number:	4395349	BIG FIREWORKS	
Registration Number:	3966261	XS	
Registration Number:	4054976	BIG FIREWORKS	
Registration Number:	3311304	GO BIG OR GO HOME BIG FIREWORKS	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	313-223-3009		
Email:	nzemgulis@dickinsonwright.com		
Correspondent Name:	Rachel L. Wolock		
Address Line 1:	500 Woodward Avenue		
Address Line 2:	Suite 4000		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	25535-314		

OP \$140.00 4391489

NAME OF SUBMITTER:	Rachel L. Wolock
SIGNATURE:	/Rachel L. Wolock/
DATE SIGNED:	10/31/2017
Total Attachments: 15 source=Tab No. 3 Intellectual Property Security Agreement#page1.tif source=Tab No. 3 Intellectual Property Security Agreement#page2.tif source=Tab No. 3 Intellectual Property Security Agreement#page3.tif source=Tab No. 3 Intellectual Property Security Agreement#page4.tif source=Tab No. 3 Intellectual Property Security Agreement#page5.tif source=Tab No. 3 Intellectual Property Security Agreement#page6.tif source=Tab No. 3 Intellectual Property Security Agreement#page7.tif source=Tab No. 3 Intellectual Property Security Agreement#page8.tif source=Tab No. 3 Intellectual Property Security Agreement#page9.tif source=Tab No. 3 Intellectual Property Security Agreement#page10.tif source=Tab No. 3 Intellectual Property Security Agreement#page11.tif source=Tab No. 3 Intellectual Property Security Agreement#page12.tif source=Tab No. 3 Intellectual Property Security Agreement#page13.tif source=Tab No. 3 Intellectual Property Security Agreement#page14.tif source=Tab No. 3 Intellectual Property Security Agreement#page15.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Security Agreement**") dated as of October 25, 2017, is made by and among **AMERICAN EAGLE SUPERSTORE, INC.**, a Michigan corporation ("**AES**"), **PHOENIX IMPORTS, INC.**, a Michigan corporation ("**Phoenix Imports**"), **RT. 83 INVESTMENTS, LLC**, a Michigan limited liability company ("**Rt. 83**", and together with AES and Phoenix Imports, the "**Debtors**", and each individually, a "**Debtor**"), in favor of **THE HUNTINGTON NATIONAL BANK**, a national banking association (the "**Secured Party**").

WITNESSETH:

WHEREAS, the Debtors have entered into a Credit and Security Agreement dated of even date herewith (as further amended, supplemented, extended, restated or otherwise modified from time to time, including any agreement entered into in substitution therefor, the "**Credit Agreement**"), with the Secured Party, Stajos Development, LLC, a Michigan limited liability company, and Big Boss Property LLC, a Michigan limited liability company.

WHEREAS, under the terms of the Credit Agreement, the Debtors are required to grant to the Secured Party a security interest in and to the Collateral hereinafter described.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors (intending to be legally bound) hereby agree as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Security Interest in Intellectual Property. To secure the prompt and complete satisfaction, payment and performance when due or declared due of all of the indebtedness, liabilities and obligations owing by Debtors to Secured Party, including, without limitation, all of the "Obligations", as defined in the Credit Agreement (collectively, the "**Obligations**"), each Debtor hereby grants assigns and transfers to the Secured Party a first priority perfected security interest and lien with power of sale in and to any and all of such Debtor's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "**Intellectual Property**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in

clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a “**Patent**” and, collectively, as the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a “**Trademark**” and, collectively, as the “**Trademarks**”); and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between any Debtor and any other party, whether such Debtor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and such Debtor’s rights thereunder are referred to collectively as the “**Licenses**”); and

(iv) the goodwill of each Debtor’s business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the “**Copyrights**”); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by any Debtor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the “**Trade Secrets**”).

3. Representations and Warranties. Each Debtor hereby represents and warrants to Secured Party, which representations and warranties shall survive the execution and delivery of this Security Agreement, that as of the date hereof:

(i) To the best of each Debtor's knowledge, none of the Intellectual Property has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(ii) Each of the Intellectual Property material to each Debtor's business is valid and enforceable, and each Debtor has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(iii) Each Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to its Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by such Debtor not to sue third persons, except for any applicable Permitted Encumbrances;

(iv) Each Debtor has adopted, used and is currently using all of the Trademarks, and to the best of each Debtor's knowledge, each Debtor's use thereof does not infringe the intellectual property rights of any person or entity;

(v) Each Debtor has no notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property;

(vi) Each Debtor has the unqualified right to execute and deliver this Security Agreement and perform its terms, this Security Agreement has been executed and delivered by a duly authorized officer or other representative of each Debtor, and this Security Agreement is a legally valid and binding obligation of each Debtor, enforceable against each Debtor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally;

(vii) To the best of each Debtor's knowledge, no trademark opposition or cancellation proceedings have ever been filed with the United States Patent and Trademark Office against any of the Trademarks;

(viii) The Licenses, complete copies of which have been provided to Secured Party, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). To the best of each Debtor's knowledge, each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses; and

(ix) To the best of each Debtor's knowledge, none of the Intellectual Property infringes upon the rights or property of any other person or entity or is currently being challenged in any way, and there are no pending or threatened claims, litigation, proceedings or other investigations regarding any of the Intellectual Property.

4. Restrictions on Future Agreements. Each Debtor agrees that until all Obligations shall have been satisfied and indefeasibly paid in full, no Debtor shall, without the prior written consent of Secured Party, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property (except for such action in the ordinary course of a Debtor's business), and each Debtor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Secured Party under this Security Agreement.

5. New Intellectual Property. Each Debtor hereby represents and warrants to Secured Party that the Intellectual Property listed on Exhibits A, B, and C, respectively, constitute all of the Intellectual Property (except with respect to Trade Secrets and unregistered copyrights) now owned by any Debtor and material to any Debtor's business. If, before all Obligations shall have been satisfied in full, any Debtor shall (i) become aware of any existing Intellectual Property of which a Debtor has not previously informed Secured Party, (ii) obtain rights to any new patentable inventions or other Intellectual Property, or (iii) become entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Debtors shall give to Secured Party prompt written notice thereof (except with respect to Trade Secrets and unregistered copyrights). Each Debtor hereby authorizes Secured Party to modify this Security Agreement by amending Exhibits A, B, C, and D, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the U.S Patent and Trademark Office and U.S. Copyright Office or Library of Congress (at Debtors' sole cost and expense). Upon Secured Party's reasonable request, Debtors agree to execute and deliver any and all documents and instruments necessary or advisable to record or preserve Secured Party's interest in all Intellectual Property added to Exhibits A, B, C, and D pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property subject to the grant of security interest hereunder, and (ii) the indefeasible payment in full of all Obligations. Debtors agree that upon the occurrence and during the continuance of a Default or an Event of Default, the use by Secured Party of all Intellectual Property shall be worldwide and as extensive as the rights of any Debtor to use such Intellectual Property, and without any liability for royalties or other related charges from Secured Party to any Debtor. Upon the occurrence and during the continuance of any Default or Event of Default, each Debtor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Secured Party as assignee of any Debtor's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Secured Party as assignee of any Debtor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Secured Party as assignee of any Debtor's

entire interest therein and in the goodwill of any Debtor's business connected therewith and symbolized thereby.

7. Effect on Credit Agreement. Debtors acknowledge and agree that this Security Agreement is intended to facilitate the exercise of rights and remedies under the Credit Agreement. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Michigan.

8. Secured Party's Right to Inspect; Trademark Quality Control. Secured Party shall have the right, at any time and from time to time during normal business hours and prior to payment in full of all Obligations, to inspect any Debtor's premises and to examine any Debtor's books, records and operations, including, without limitation, any Debtor's quality control processes. Debtors agree (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Secured Party, upon Secured Party's reasonable request from time to time, with a certificate of an officer of each Debtor certifying, on behalf of each Debtor, each Debtor's compliance with the foregoing. Upon the occurrence and during the continuance of a Default or an Event of Default, Debtors agree that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such additional product quality controls as Secured Party, or said conservator, in its sole but reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by any Debtor under the Trademarks. The foregoing notwithstanding, unless and until a Default or an Event of Default shall have occurred, Secured Party agrees to hold confidential and not disclose or use any non-public information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Agreement, the release of the security interest herein and such reassignment of the Intellectual Property, as applicable, unless such termination is due to a Default or an Event of Default.

9. Release of Security Agreement. Upon the payment and performance in full of the Obligations, this Security Agreement shall terminate, and Secured Party shall execute and deliver any document reasonably requested by Debtors, at Debtors' sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Debtors to Secured Party hereunder.

10. Expenses. All costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Debtors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Secured Party in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by Debtors on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate.

11. Duties of Debtors. Debtors shall have the duty to the extent commercially reasonable and in each Debtor's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of a Debtor in its Trademarks), and (iv) to ensure that the Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with any Debtor's obligations under this Section 11 shall be borne by Debtors. No Debtor shall knowingly and unreasonably abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, without the prior written consent of Secured Party except for Intellectual Property that Debtors determine, in the exercise of their good faith business judgment, is not or is no longer material to any Debtor's business.

12. Secured Party's Right to Sue. Upon the occurrence and during the continuance of a Default or an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Secured Party shall commence any such suit, Debtors shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Secured Party in aid of such enforcement and Debtors shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Secured Party in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between any Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

15. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Secured Party's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Debtor hereby authorizes Secured Party upon the occurrence and during the continuance of a Default or an Event of Default, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as any Debtor's true and lawful attorney-in-fact, with power to (i) endorse any Debtor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Secured Party deems to be in the best interest of Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been paid in full.

17. Indemnification. Debtors hereby agree to and shall defend, indemnify, save, and hold Secured Party and its officers, directors, employees, affiliates and agents harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any person or entity arising out of or relating to this Security Agreement or the transactions contemplated hereby, and (b) all costs, expenses, charges, penalties, damages, and losses (including, without limitation, reasonable attorneys' fees and out-of-pocket costs and expenses) in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following, or consequential to this Security Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by Secured Party because of its willful misconduct or gross negligence. The indemnification obligations of Debtors provided hereby shall survive the termination of this Security Agreement and the Credit Agreement.

18. Binding Effect; Benefits. This Security Agreement shall be binding upon Debtors and its respective successors and permitted assigns, and shall inure to the benefit of Secured Party, its successors, nominees and assigns; provided, however, no Debtor shall assign this Security Agreement or any of any Debtor's obligations hereunder without the prior written consent of Secured Party.

19. Governing Law. This Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Michigan, without regard to choice of law or conflict of law principles.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

21. Further Assurances. Debtors agree to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Debtors acknowledge that a copy of this Security Agreement will be filed by the Secured Party with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Debtors.

22. Survival of Representations. All representations and warranties of each Debtor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

23. Foreign Patents, Copyrights and Trademarks. Upon the request of Secured Party at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Debtors, Debtors shall take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Secured Party to collaterally assign any and all of each Debtor's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Secured Party. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

24. Venue: Jury Trial Waiver. (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF MICHIGAN OR, AT THE SOLE OPTION OF SECURED PARTY, IN ANY OTHER COURT IN WHICH SECURED PARTY SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

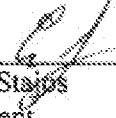
(b) TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO SECURED PARTY, EACH DEBTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH SECURED PARTY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS SECURITY AGREEMENT. EACH DEBTOR HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.

25. Joint and Several Liability. Each Debtor acknowledges and agrees that each Debtor is and shall remain fully liable, jointly and severally, for all Obligations under this Security Agreement.

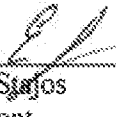
[Signature Page Follows]

IN WITNESS WHEREOF, Debtors have duly executed this Intellectual Property Security Agreement in favor of Secured Party, as of the date first written above.

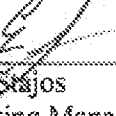
AMERICAN EAGLE SUPERSTORE, INC.
a Michigan corporation

By: 
Name: Eric Stajos
Title: President

PHOENIX IMPORTS, INC.
a Michigan corporation

By: 
Name: Eric Stajos
Title: President

RT. 83 INVESTMENTS, LLC
a Michigan limited liability company

By: 
Name: Eric Stajos
Title: Operating Manager

Agreed and Accepted
as of the date first written above:

THE HUNTINGTON NATIONAL BANK

By: Scott T. Terry
Name: Scott Terry
Title: Senior Vice President

EXHIBITS TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
BY AND BETWEEN
AMERICAN EAGLE SUPERSTORE, INC., PHOENIX IMPORTS, INC.,
RT. 83 INVESTMENTS, LLC AND
THE HUNTINGTON NATIONAL BANK

EXHIBIT A

PATENTS

A. Issued Patents

None.

B. Patent Applications

None.

EXHIBIT B
TRADEMARKS



Citation	Image	Application Number	Status	Goods and Services	Owner Name
BIG FIREWORKS	BIG FIREWORKS	App 85815672 Reg 4391489	Registered Section 2(F)	INT. CL. 35 WHOLESALE AND RETAIL STORE SERVICES FEATURING FIREWORKS AND FIREWORKS- RELATED PRODUCTS	AMERICAN EAGLE SUPERSTORE, INC.
BIG FIREWORKS		App 85815682 Reg 4395349	Registered Partial Section 2(F)	INT. CL. 13 FIREWORKS	AMERICAN EAGLE SUPERSTORE, INC.
XS	XS	App 85144383 Reg 3966261	Registered	INT. CL. 13 FIREWORKS	AMERICAN EAGLE SUPERSTORE, INC.
BIG FIREWORKS	BIG FIREWORKS	App 85132295 Reg 4054976	Registered Section 2(F)	INT. CL. 13 FIREWORKS	AMERICAN EAGLE SUPERSTORE, INC.
GO BIG OR GO HOME BIG FIREWORKS		App 77091756 Reg 3311304	Renewed (Registered)	INT. CL. 13 FIREWORK FOUNTAINS; FIREWORKS; FIREWORKS BODIES; FIREWORKS IN SHELL FORMS; FIREWORKS NAMELY, SPARKLERS	AMERICAN EAGLE SUPERSTORE, INC.

EXHIBIT C
LICENSE AGREEMENTS

None.

EXHIBIT D
COPYRIGHTS

None.

DETROIT 25535-314 1438104v3