

**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
LIPPINCOTT, LLC		01/29/2008	LIMITED LIABILITY COMPANY: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	CAPITALSOURCE FINANCE LLC
Street Address:	4445 WILLARD AVENUE
Internal Address:	12TH FLOOR
City:	CHEVY CHASE
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3072516	GOLDKIT.COM
Registration Number:	2847338	THINGSWEBUY.COM
Registration Number:	3369817	1-800-GOLDKIT
Serial Number:	77222701	GOLDKIT
Serial Number:	77222767	THINGSWEBUY
Serial Number:	77222833	RECYCLEPLATINUM

**CORRESPONDENCE DATA**

Fax Number: (973)597-2400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 973-597-2500  
 Email: lstrademark@lowenstein.com  
 Correspondent Name: Vanessa A. Ignacio, Esq.  
 Address Line 1: Lowenstein Sandler PC  
 Address Line 2: 65 Livingston Avenue

CH \$165.00 3072516

Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER:

19897/2

NAME OF SUBMITTER:

Vanessa A. Ignacio, Esq.

Signature:

/Vanessa A. Ignacio/

Date:

01/31/2008

**Total Attachments: 9**

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**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is effective as of the last date signed below, by Lippincott, LLC, a Pennsylvania limited liability company (the "Grantor"), in favor of CapitalSource Finance LLC ("CapitalSource"), a Delaware limited liability company, as administrative agent and collateral agent for the lenders (in such capacities, the "Secured Party") under that certain Credit Agreement, dated as of January 2, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, CapitalSource and certain lenders party thereto from time to time (the "Lenders").

**WITNESSETH:**

Whereas, pursuant to the Credit Agreement, the Lenders have agreed to provide credit to Grantor upon the terms and subject to the conditions set forth therein; and

Whereas, pursuant to that certain Security Agreement, dated as of January 2, 2007, by and among Grantor and CapitalSource (the "Security Agreement") Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Credit Agreement; and

Whereas, pursuant to the terms of the Security Agreement, Grantor is required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Loan Documents and to make Loans to Grantor thereunder, Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral.** 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 Obligations of Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of

the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as "Intellectual Property Collateral"):

- (a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

- (b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

- (c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

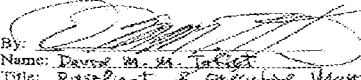
**Section 3. Acknowledgement.** The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property 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. To the extent that there is any conflict or inconsistency between this

Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

[signature page follows]

In witness whereof, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer effective as of the date first set forth above.

LIPPINCOTT, LLC, as Grantor

By:   
Name: David M. M. Jansz  
Title: President & Executive Manager  
Date: \_\_\_\_\_

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

In witness whereof, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer effective as of the date first set forth above.

LIPPINCOTT, LLC, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

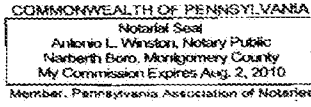
By: \_\_\_\_\_  
Name: John N. Teffanian  
Title: Authorized Signatory  
Date: \_\_\_\_\_

ACKNOWLEDGEMENT OF GRANTOR

State of Pennsylvania ) ss.  
County of Montgomery

On this 30 day of January, 2008 before me personally appeared David M. Tapp, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of Grantor, who being by me duly sworn did depose and say that he is an authorized officer of the Grantor, that the said instrument was signed on behalf of Grantor and that he acknowledged said instrument to be the free act and deed of Grantor.

Antonio L. Winston  
Notary Public





SCHEDULE I  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
TRADEMARK REGISTRATIONS

I. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
GOLDKIT.COM	3,072,516	2006.03.28
THINGSWEBUY.COM	2,847,338	2004.06.01
1-800-GOLDKIT	3,369,817	2008.01.15

II. TRADEMARK APPLICATIONS

Mark	Serial Application No.	Filing Date
GOLDKIT	77/222,701	2007.07.05
THINGSWEBUY	77/222,767	2007.07.05
RECYCLEPLATINUM	77/222,833	2007.07.05

III. TRADEMARK LICENSES

Name of Agreement	Date of Agreement	Parties
None		

SCHEDULE II  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
COPYRIGHT REGISTRATIONS

- A. REGISTERED COPYRIGHTS  
Including Copyright Reg. No. and Date
- B. COPYRIGHT APPLICATIONS
- C. COPYRIGHT LICENSES  
Including Name of Agreement, Parties and Date of Agreement

SCHEDULE III  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
PATENT REGISTRATIONS

- A. REGISTERED PATENT  
Including Patent Reg. No. and Date
- B. PATENT APPLICATIONS
- C. PATENT LICENSES  
Including Name of Agreement, Parties and Date of Agreement